

CONSTRUCTION PLANS
FOR
1ST STREET PLAZA
FOR
CITY OF PARIS

PARIS, TEXAS
JOB NO. 246035

JULY, 2025

REFERENCE LIST

City of Paris, Texas
Ph: 903-784-9292
Todd Mittge
City Engineer
Email: tmittge@paristexas.gov

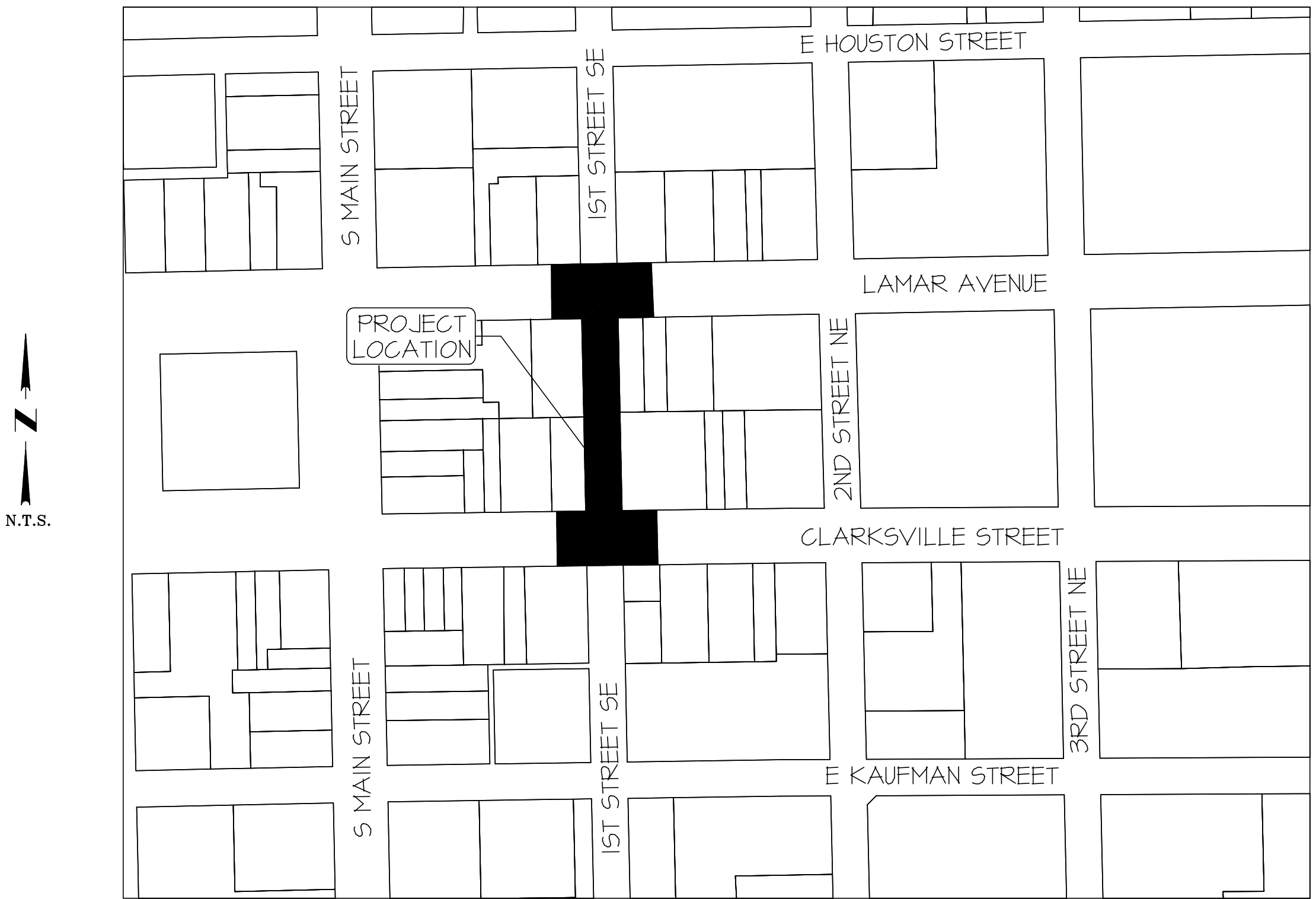
Oncor Electric Delivery
Ph: 888-313-6862

Atmos Energy
Ph: 888-286-6700

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S4. SOUTH VAULT PLANS & SECTIONS
S5. NORTH VAULT PLANS & SECTIONS

VICINITY MAP



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AR COA NO. 125

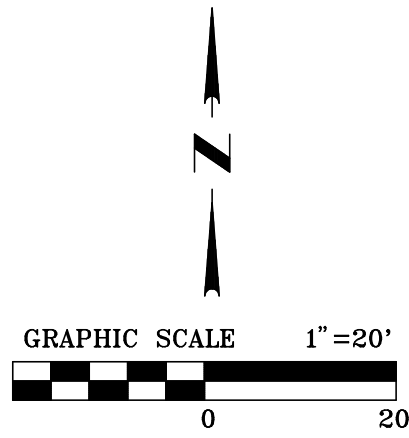
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AERIAL IMAGERY

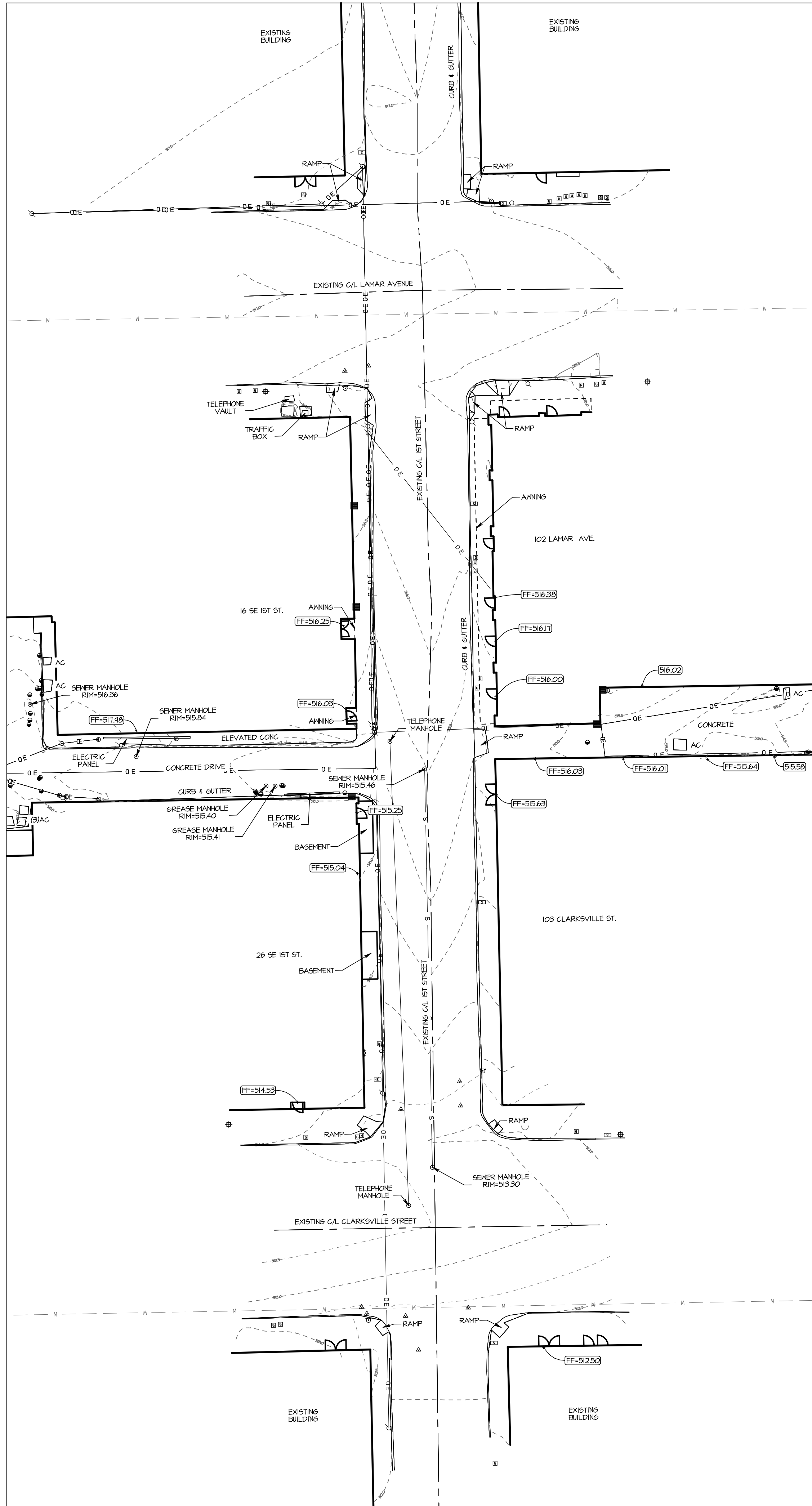


LEGEND	
	PROPERTY LINE
	CURB AND GUTTER
	BUILDING EDGE
	EDGE OF PAVEMENT
	EASEMENT
	BUILDING LINE OFFSET
	TOE OF DITCH/SLOPE
	TOP OF BANK
	OVERHEAD POWER LINE
	WATER MAIN
	SANITARY SEWER MAIN
	TELEPHONE LINE
	PROPOSED CONTOUR INT.
	EXISTING CONTOUR INT.
	SILT FENCE
	STORM DRAIN
	FIRE LANE
	SPOT ELEVATION
	POWER POLE
	WATER METER
	WATER VALVE
	CLEAN OUT
	SANITARY SEWER MANHOLE
	STORM DRAIN MANHOLE
	SIGN (TYPICAL)
	HANDICAP PARKING SYMBOL (PAINTED)
	FIRE HYDRANT
	LIGHT POLE
	GAS REGULATOR
	IRRIGATION CONTROL VALVE
	SPRINKLER HEAD
	ROOF DRAIN
	TELEPHONE JUNCTION BOX
	ELECTRIC JUNCTION BOX
	GUY WIRE
	TREE

EXISTING CONDITIONS NOTE:

EXISTING CONDITIONS ARE BASED ON THE SURVEY PERFORMED JUNE 10, 2024. ANY IMPROVEMENTS TO THE SITE AFTER THE SURVEY DATE ARE NOT SHOWN. ENGINEER SHALL BE NOTIFIED OF ANY DISCREPANCIES BETWEEN SITE AND PLANS.

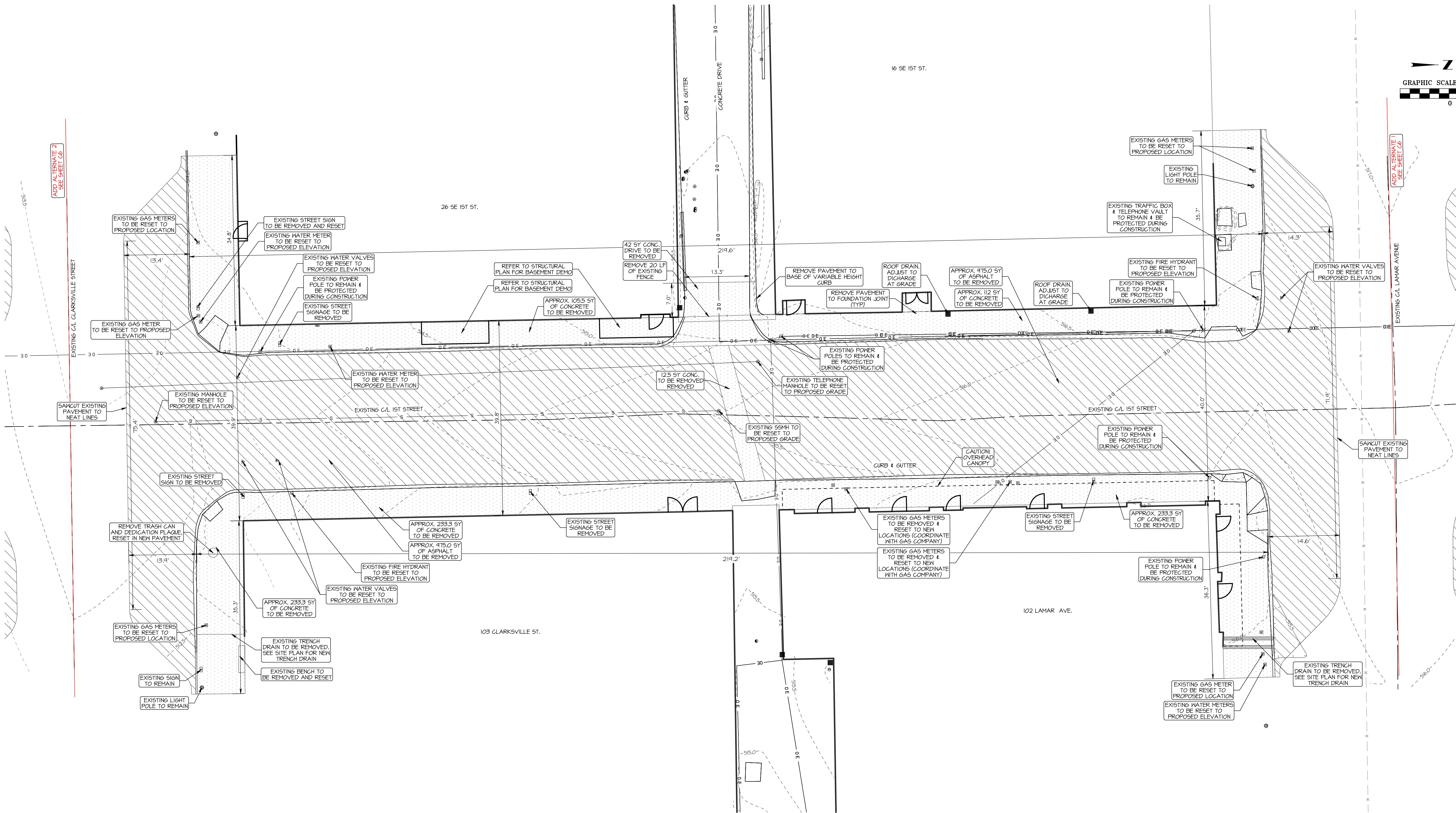
THE UNDERGROUND UTILITIES SHOWN ON THIS SURVEY HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SIZE, TYPE, OR PRESSURE OF THE UNDERGROUND UTILITIES IS NOT KNOWN (WATER LINES, GAS LINES, ETC.). THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED, THE SURVEYOR, FURTHER, DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ON THIS PLAT ARE IN THE EXACT LOCATION AS INDICATED; ALTHOUGH, HE DOES CERTIFY THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES, CALL TEXAS ONE CALL BEFORE DIGGING AT 811.



EXISTING CONDITIONS

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Scale AS SHOWN	Drawn By A.M.G.
	Checked By V.F.L.
	File No.
1ST STREET PLAZA EXISTING CONDITIONS	
1ST STREET PLAZA PARIS, TEXAS CITY OF PARIS	
Drawing Date 8/8/2025	
Project Number 246035	
Sheet Number C1	

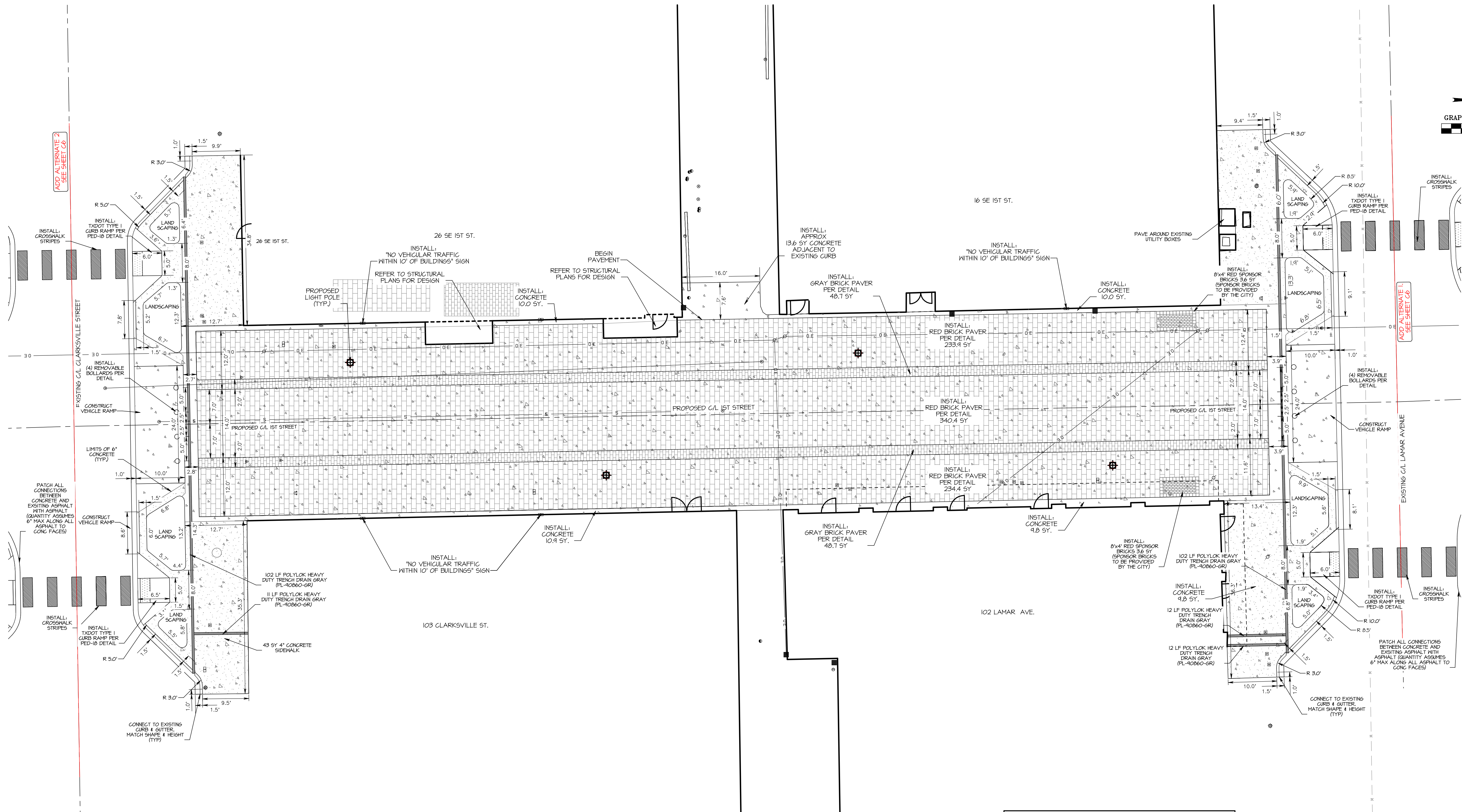
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NOTE:
1. TRAFFIC CONTROL SHALL BE COORDINATED AND APPROVED BY TXDOT AND CITY PRIOR TO START OF CONSTRUCTION

EXISTING CONDITIONS NOTE:
EXISTING CONDITIONS ARE BASED ON THE SURVEY PERFORMED JUNE 10, 2024. ANY IMPROVEMENTS TO THE SITE AFTER THE SURVEY DATE ARE NOT SHOWN. ENGINEER SHALL BE NOTIFIED OF ANY DISCREPANCIES BETWEEN SITE AND PLANS.
THE UNDERGROUND UTILITIES SHOWN ON THIS SURVEY HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SIZE, TYPE, OR PRESSURE OF THE UNDERGROUND UTILITIES IS NOT KNOWN (WATER LINES, GAS LINES, ETC.). THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED, THE SURVEYOR, FURTHER, DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ON THIS PLAT ARE IN THE EXACT LOCATION AS INDICATED; ALTHOUGH, HE DOES CERTIFY THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. CALL TEXAS ONE CALL BEFORE DIGGING AT 811.

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Checked By V.F.L.	File No.
BASE BID DEMOLITION PLAN	
1ST STREET PLAZA PARIS, TEXAS CITY OF PARIS	
Drawing Date 8/8/2025	Project Number 246035
Sheet Number C3	



MATERIAL SPECIFICATIONS
(APPROVED EQUALS MAY BE SUBMITTED FOR REVIEW BY CITY & ENGINEER)
GREY BRICK PAVERS: BELGARD HOLLAND STONE 80 MM THICKNESS FOUNDRY
RED BRICK PAVERS: BELGARD HOLLAND STONE 80 MM THICKNESS RED/CHARCOAL FLASH
SPONSOR BRICK PAVERS: POLAR ENGRAVING 4"x8" RED BRICK
TRENCH DRAIN: POLYLOK GREY HEAVY DUTY TRENCH DRAIN INSTALLED PER H-20 GUIDELINES, MODEL FL-40860-GR
REMOVABLE BOLLARD: RELIANCE FOUNDRY R-1835 DECORATIVE BOLLARD (BLACK) WITH REMOVABLE PREMIUM RETRACTABLE MOUNTING BASE
STREET LIGHTING: HOLOPHANE ACRYLIC WASHINGTON POSTLITE (AW) LUMINAIRE, BLACK, IES TYPE V DISTRIBUTION, 3000-3500K LIGHT W/ DUPLEX GFI OUTLET. MANUFACTURER SHALL SUPPLY CONTROL PANEL AND WIRING DIAGRAM AS SHOP DRAWINGS

PAVING LEGEND	
	6" DRIVE W/ BRICK PAVERS
	6" DRIVE PAVEMENT
	4" SIDEWALK PAVEMENT

GENERAL SITE NOTES

- CONTRACTOR SHALL FIELD VERIFY HORIZONTAL AND VERTICAL LOCATION OF ALL EXISTING AND PLANNED UTILITIES BEFORE CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR PROTECTING EXISTING UTILITIES (SHOWN OR NOT SHOWN) WITHIN SCOPE OF CONSTRUCTION. IF ANY EXISTING UTILITIES ARE DAMAGED, THE CONTRACTOR SHALL REPLACE THEM AT HIS OWN EXPENSE.
- CONTRACTOR SHALL NOTIFY THE APPROPRIATE AGENCY A MINIMUM OF 2 WORKING DAYS PRIOR TO BEGINNING CONSTRUCTION WITHIN RIGHT-OF-WAY. ALL WORK WITHIN THE RIGHT OF WAY SHALL BE IN COMPLIANCE WITH APPROVED PERMIT.
- DIMENSIONS SHOWN ARE FROM BACK OF CURB AS APPLICABLE, UNLESS OTHERWISE NOTED.
- THE CONTRACTOR IS RESPONSIBLE FOR REMOVING ANY OBSTRUCTIONS SUCH AS EXISTING STRUCTURES, FENCES, DEBRIS, OR TREES ON SITE, AND SHALL COORDINATE ALL REMOVAL WITH THE GENERAL CONTRACTOR. NO TREES OR OTHER ITEMS SHALL BE REMOVED WITHOUT THE APPROVAL OF THE ENGINEER, AND OWNER.
- THE CONTRACTOR SHALL PROTECT ALL EXISTING POWER POLES, SIGNS, MANHOLES, TELEPHONE RISERS, WATER VALVES, ETC. DURING ALL CONSTRUCTION PHASES.

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STATE OF TEXAS

VINCE F. LILES

131529

REGISTERED PROFESSIONAL ENGINEER

8/8/2025

Scale

A5 SHOWN

Drawn By

A.M.G.

Checked By

V.F.L.

File No.

BASE BID
DIMENSIONED
SITE PLAN

1ST STREET PLAZA
PARIS, TEXAS
CITY OF PARIS

Drawing Date

8/8/2025

Project Number

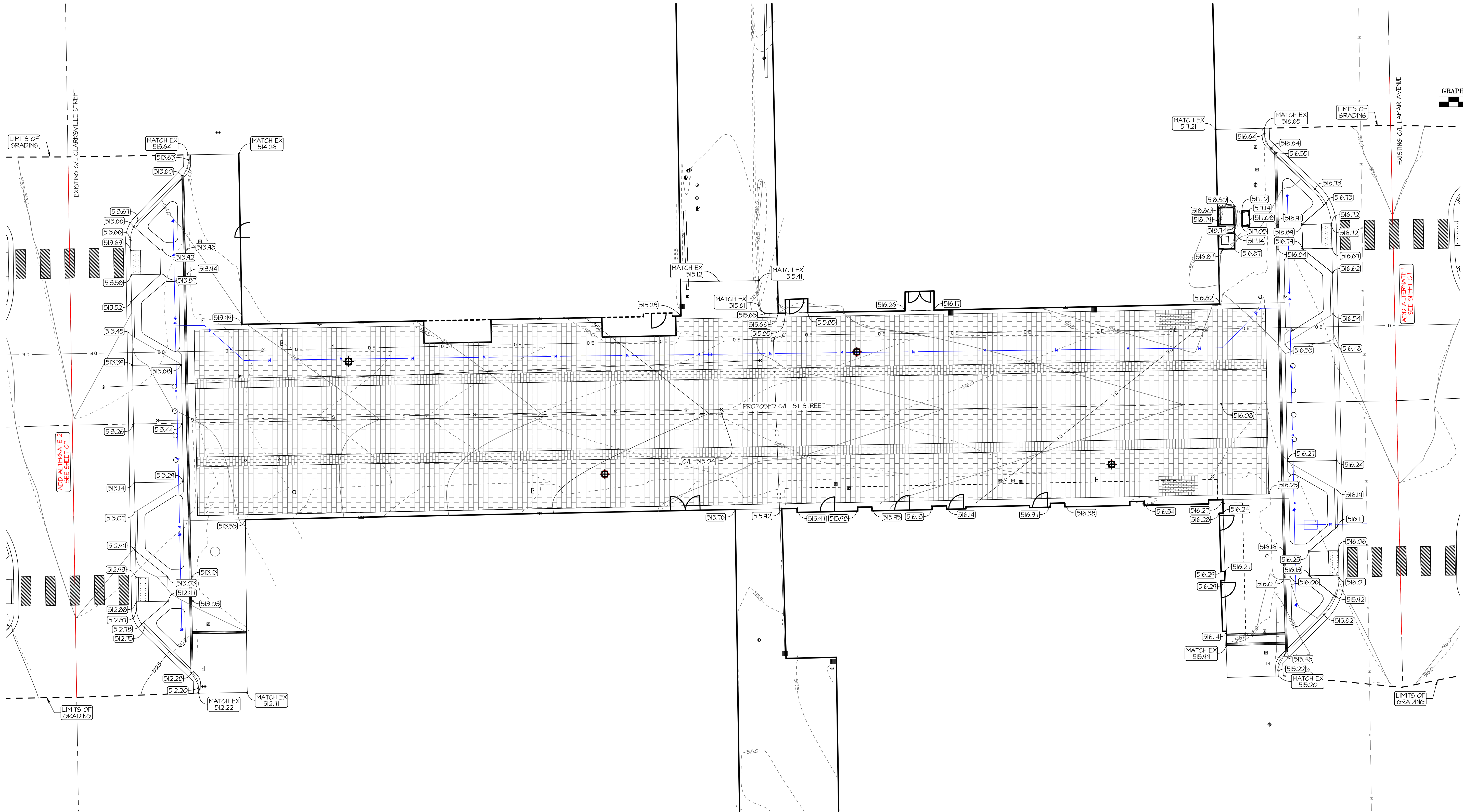
246035

Sheet Number

C4

Revision/Description
No.
Date

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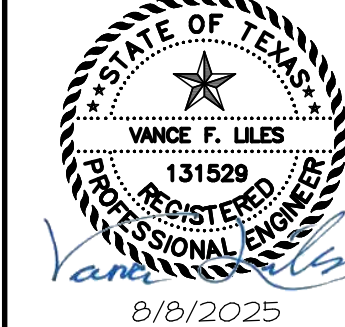
GENERAL GRADING NOTES

1. VEGETATION, DEBRIS, AND TOPSOIL CONTAINING ORGANIC MATERIALS SHOULD BE CLEARED AND GRUBBED FROM THE ENTIRE SITE AT THE BEGINNING OF EARTHWORK.
2. REFERENCE PLAN SHEETS AND GEOTECHNICAL REPORT FOR PAVEMENT SUBGRADE PREPARATION REQUIREMENTS. REFERENCE ARCHITECTURAL SPECIFICATIONS AND GEOTECHNICAL REPORT FOR BUILDING PAD PREPARATION.
3. PROPOSED CONTOURS AND SPOT ELEVATIONS SHOWN IN PAVED AREAS REFLECT TOP OF PAVEMENT SURFACE OR GUTTER GRADES UNLESS OTHERWISE NOTED.
4. ALL ACCESSIBLE PATHWAYS SHALL BE CONSTRUCTED IN COMPLIANCE WITH FEDERAL, STATE, AND LOCAL ADA STANDARDS. REFER TO DETAILED HANDICAP PARKING DETAIL FOR RAMP AND PARKING DETAILS.
5. THE CONTRACTOR SHALL MAINTAIN SITE DRAINAGE DURING ALL PHASES OF CONSTRUCTION.
6. THE CONTRACTOR SHALL TAKE ALL AVAILABLE PRECAUTIONS TO CONTROL DUST. CONTRACTOR SHALL CONTROL DUST BY SPRINKLING WATER, OR BY OTHER MEANS APPROVED BY THE ENGINEER, AND THE OWNER, AT NO ADDITIONAL COST TO THE OWNER.
7. ALL EXCAVATION IS UNCLASSIFIED AND SHALL INCLUDE ALL MATERIALS ENCOUNTERED. UNUSABLE EXCAVATED MATERIAL AND ALL WASTE SHALL BE DISPOSED OF OFF SITE.

1ST STREET PLAZA
PARIS, TEXAS
CITY OF PARIS

BASE BID
GRADING PLAN

Scale
AS SHOWN
Drawn By
A.M.G.
Checked By
V.F.L.
File No.



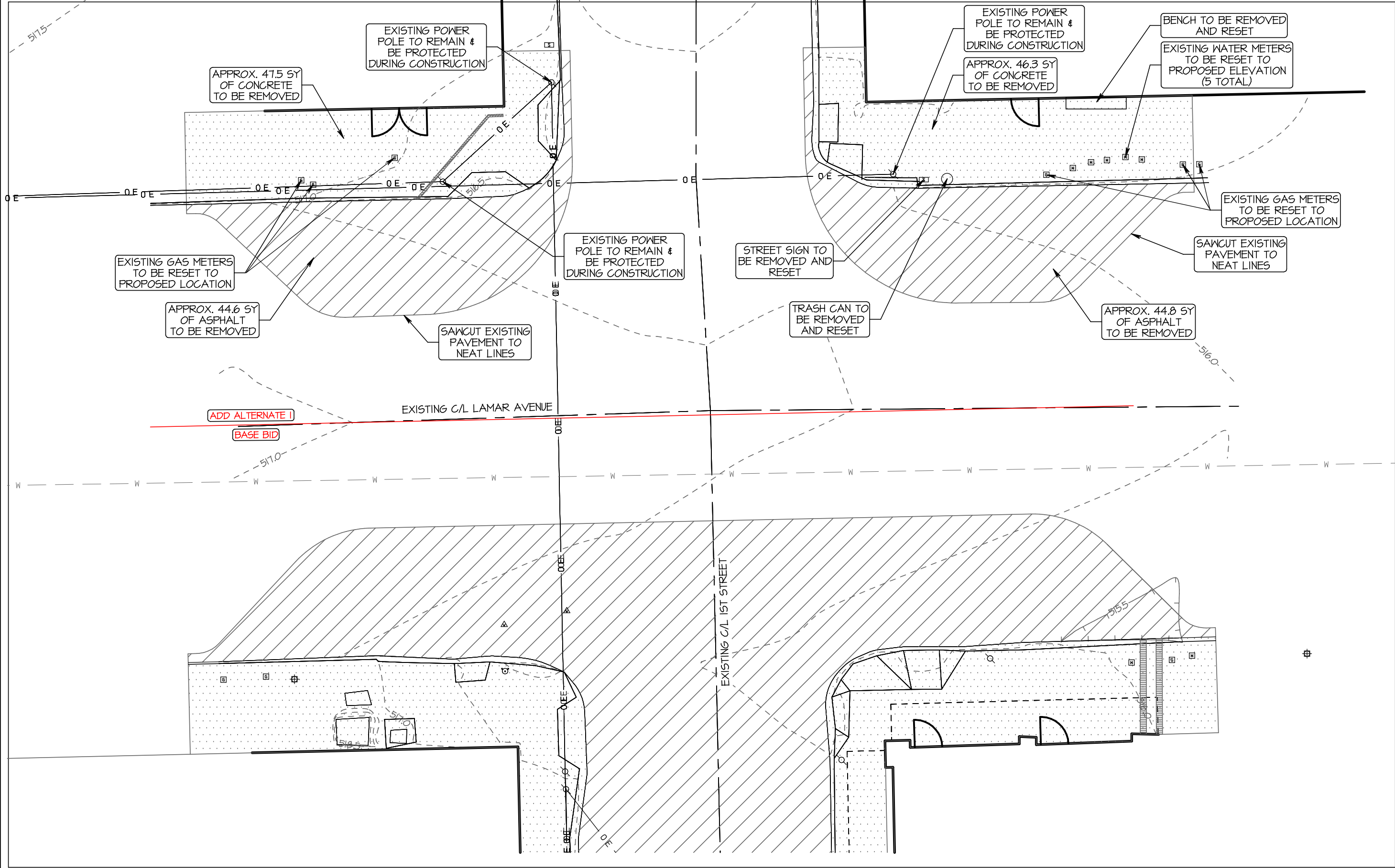
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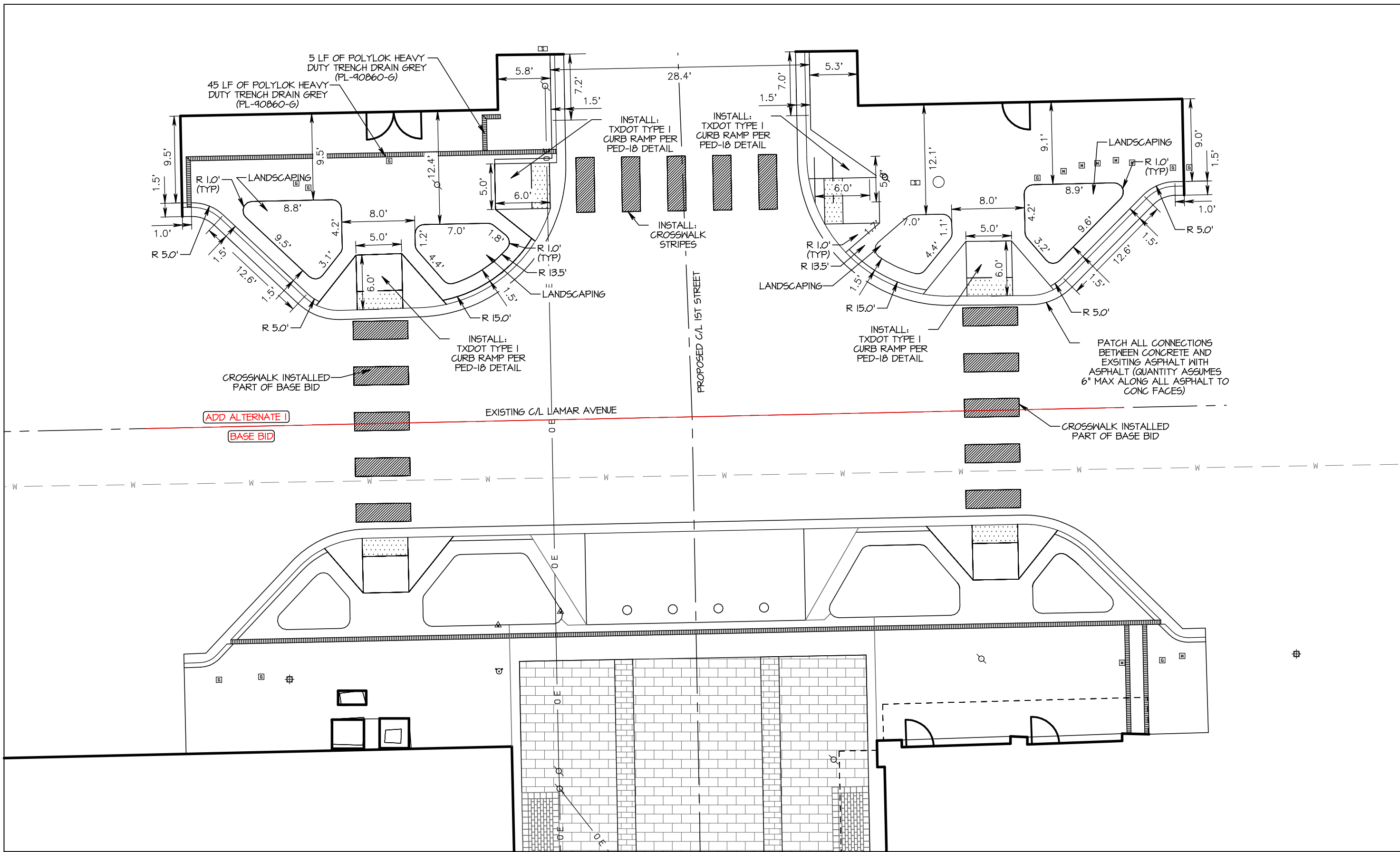
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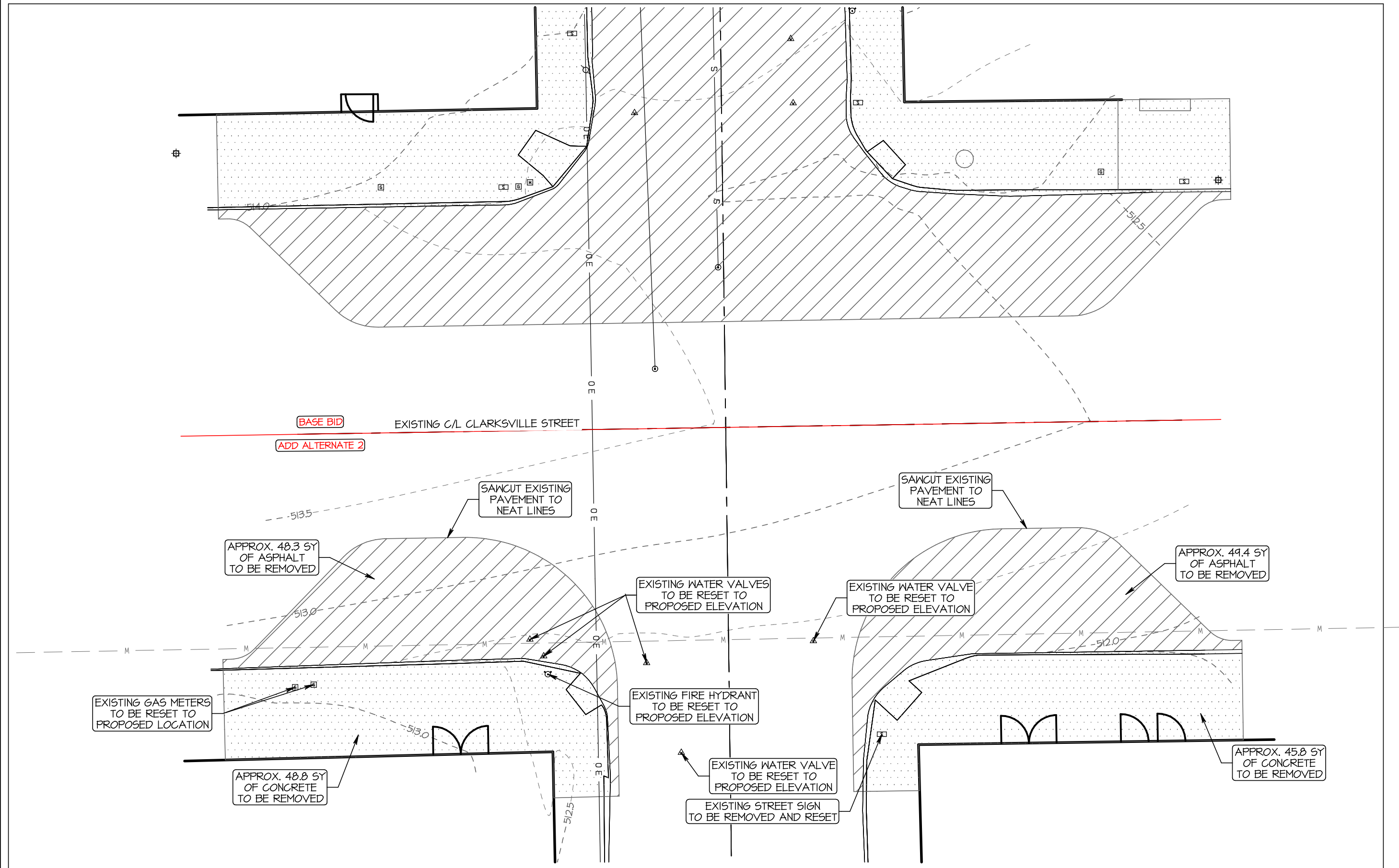
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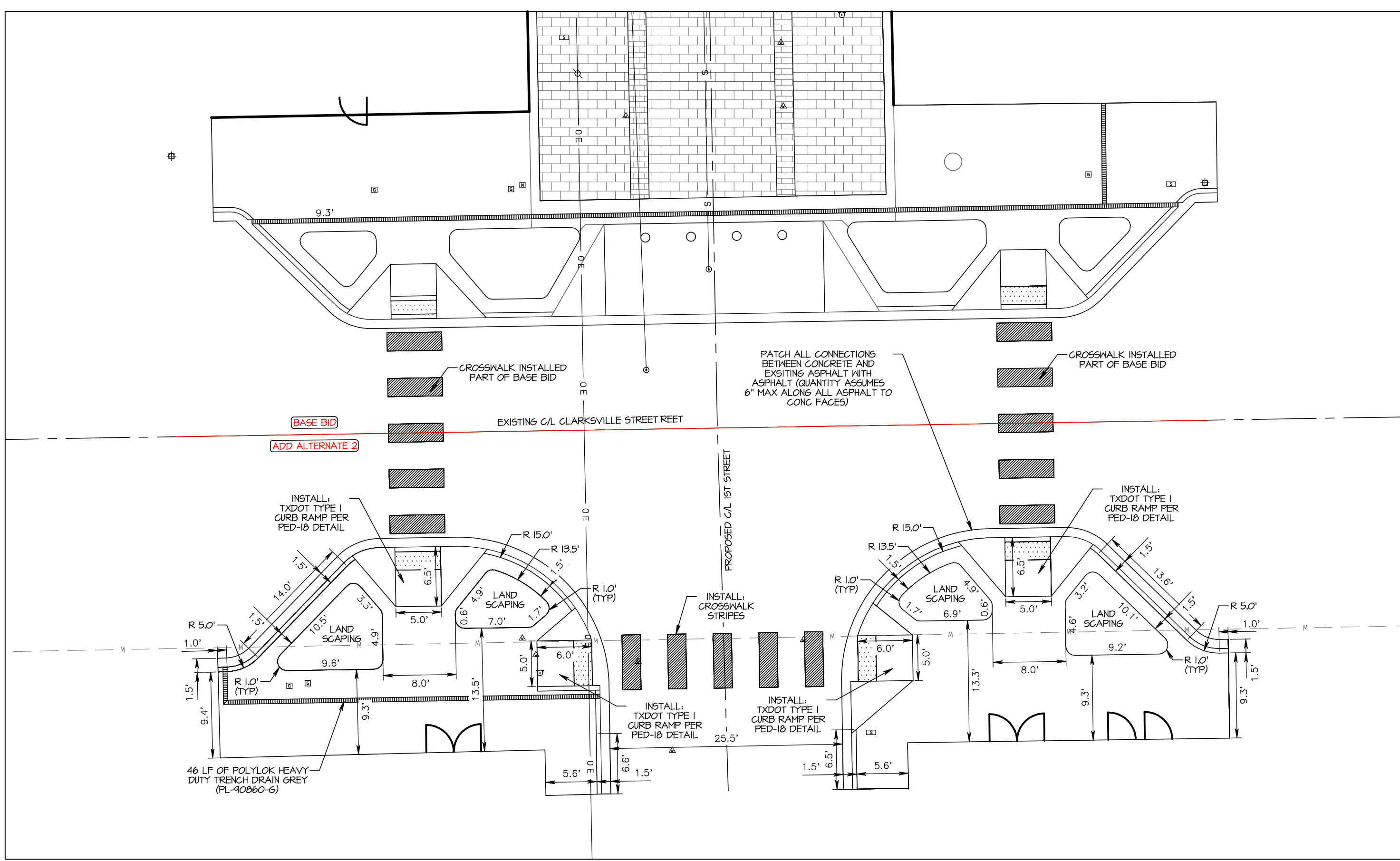
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DEMOLITION PLAN
SCALE= 1"=10'



ADD ALTERNATE 1
DIMENSIONED SITE PLAN
SCALE= 1"=10'



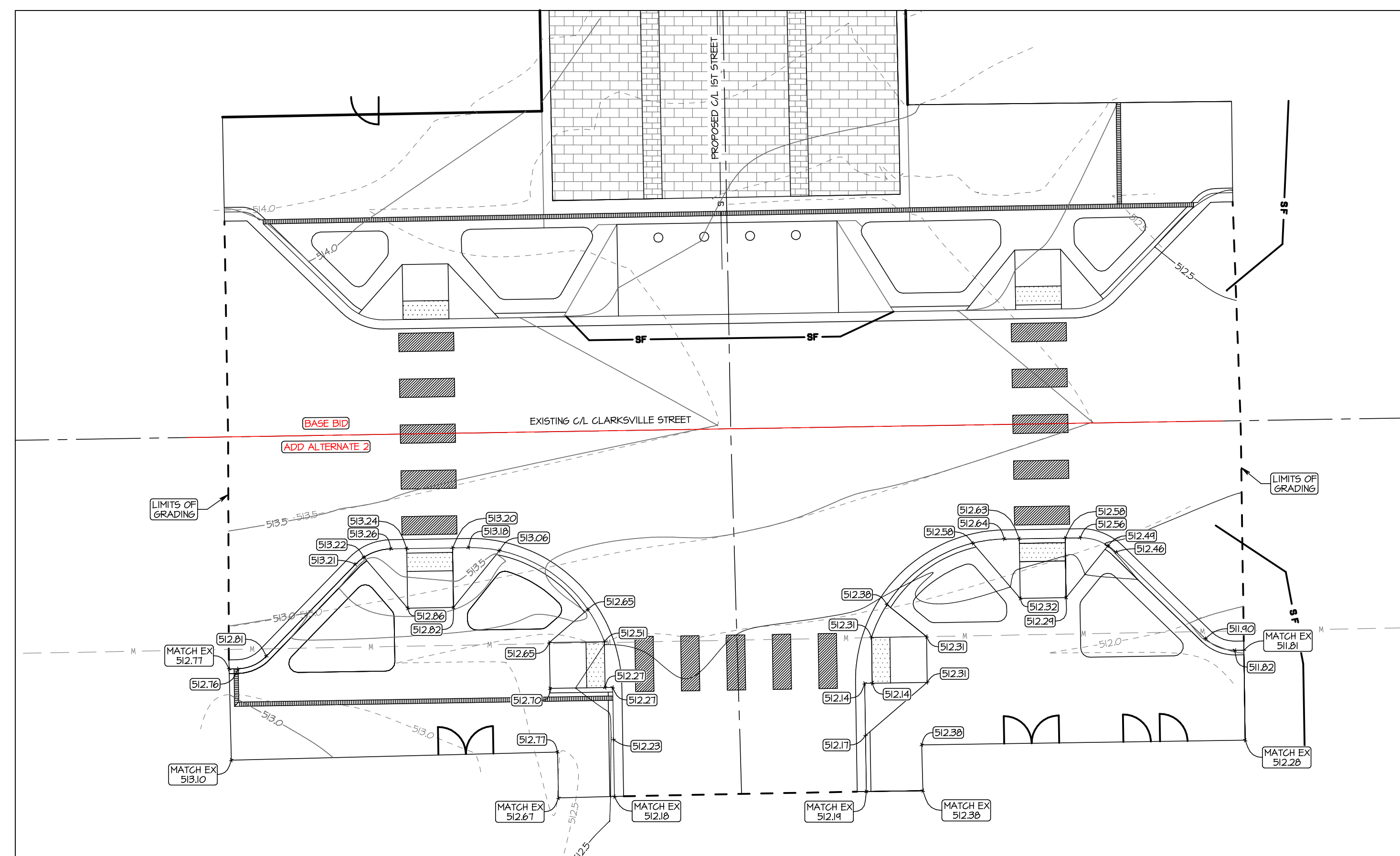
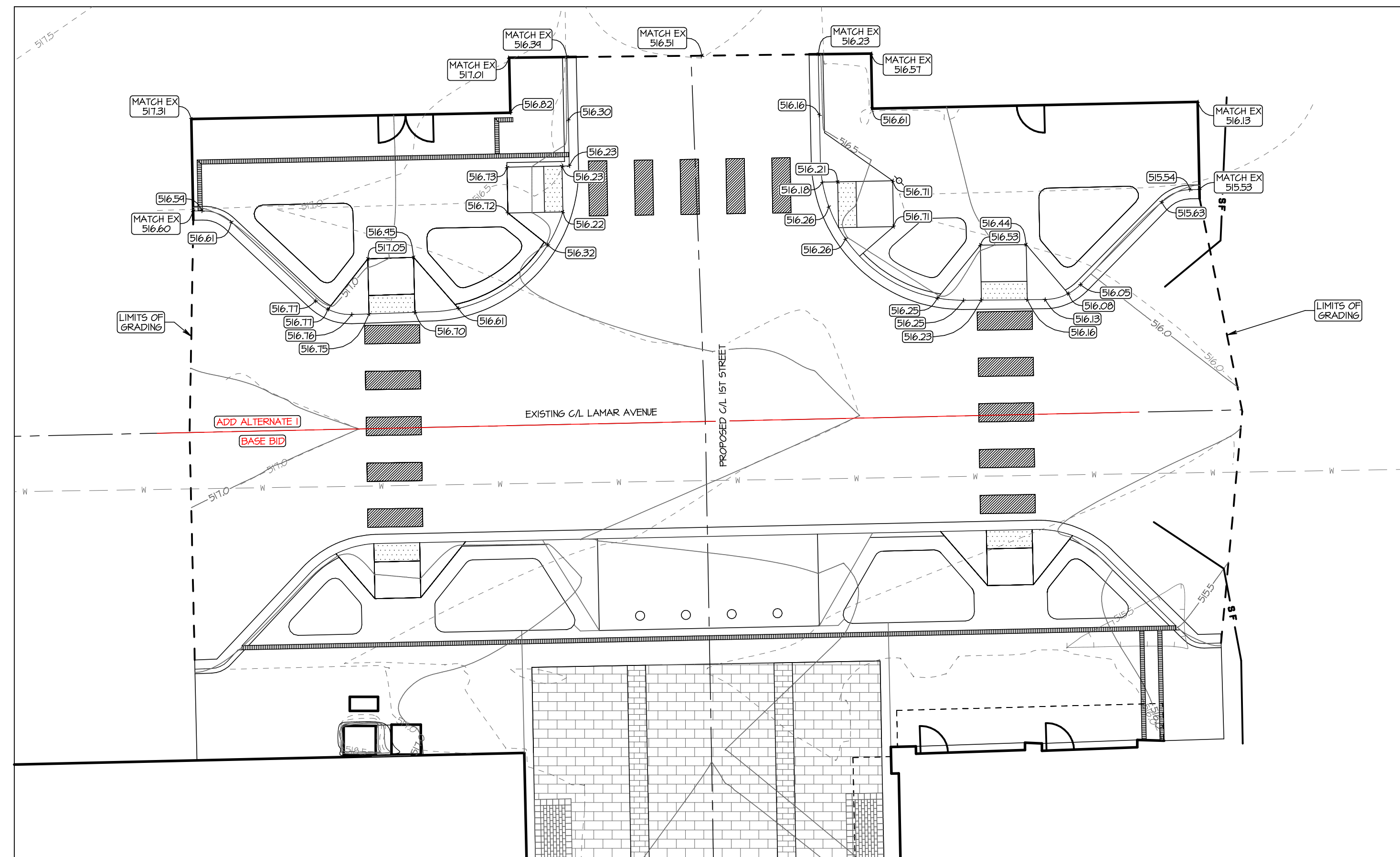
ADD ALTERNATE 2
DEMOLITION PLAN
SCALE= 1"=10'



ADD ALTERNATE 2
DIMENSIONED SITE PLAN
SCALE= 1"=10'

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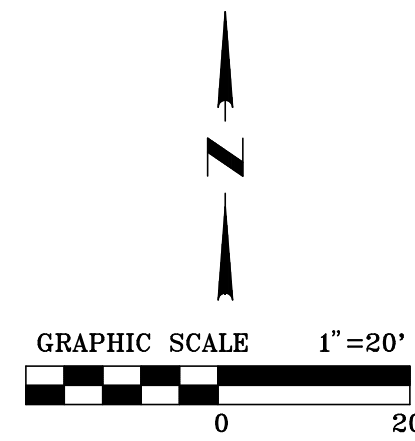
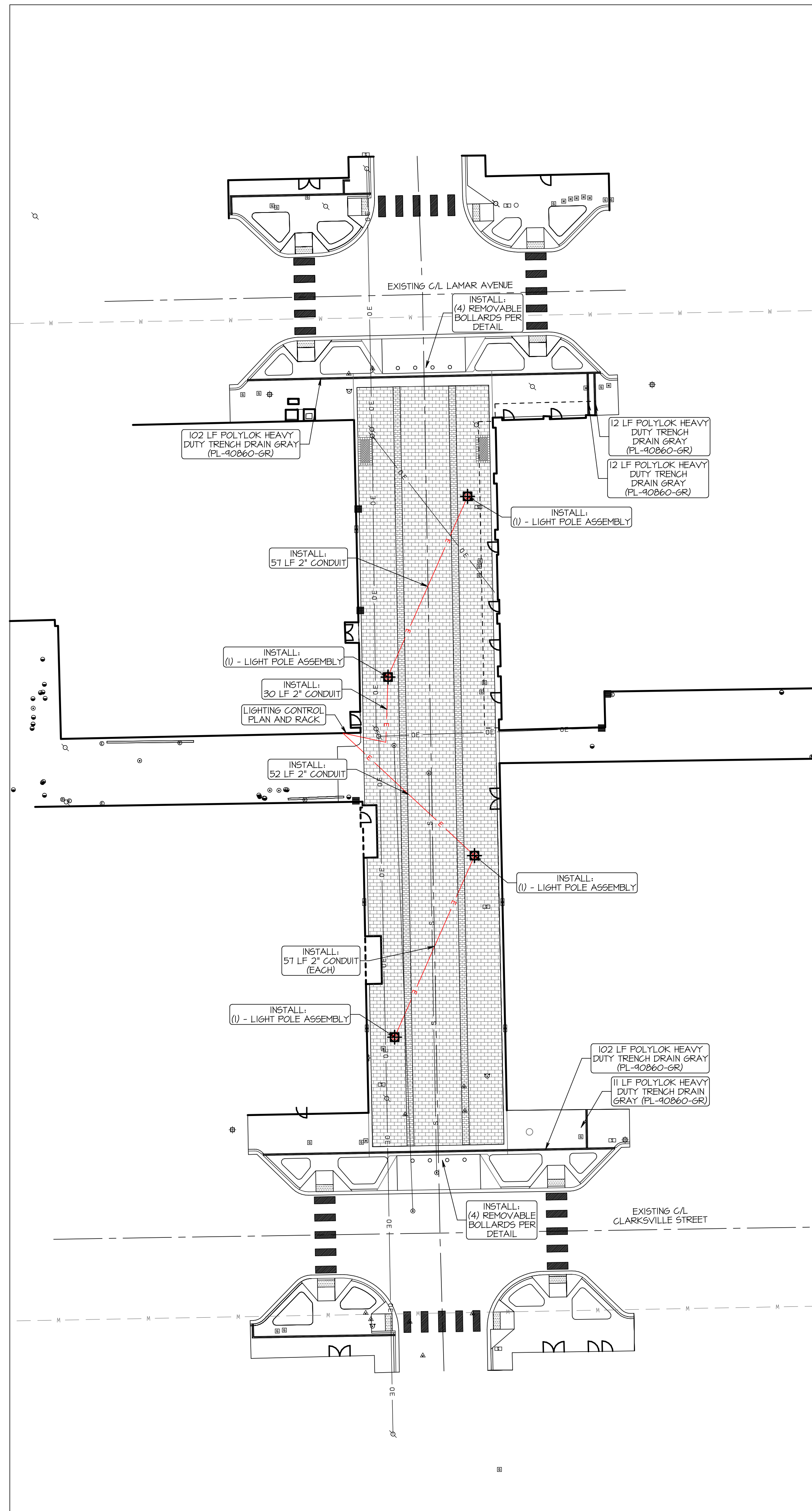
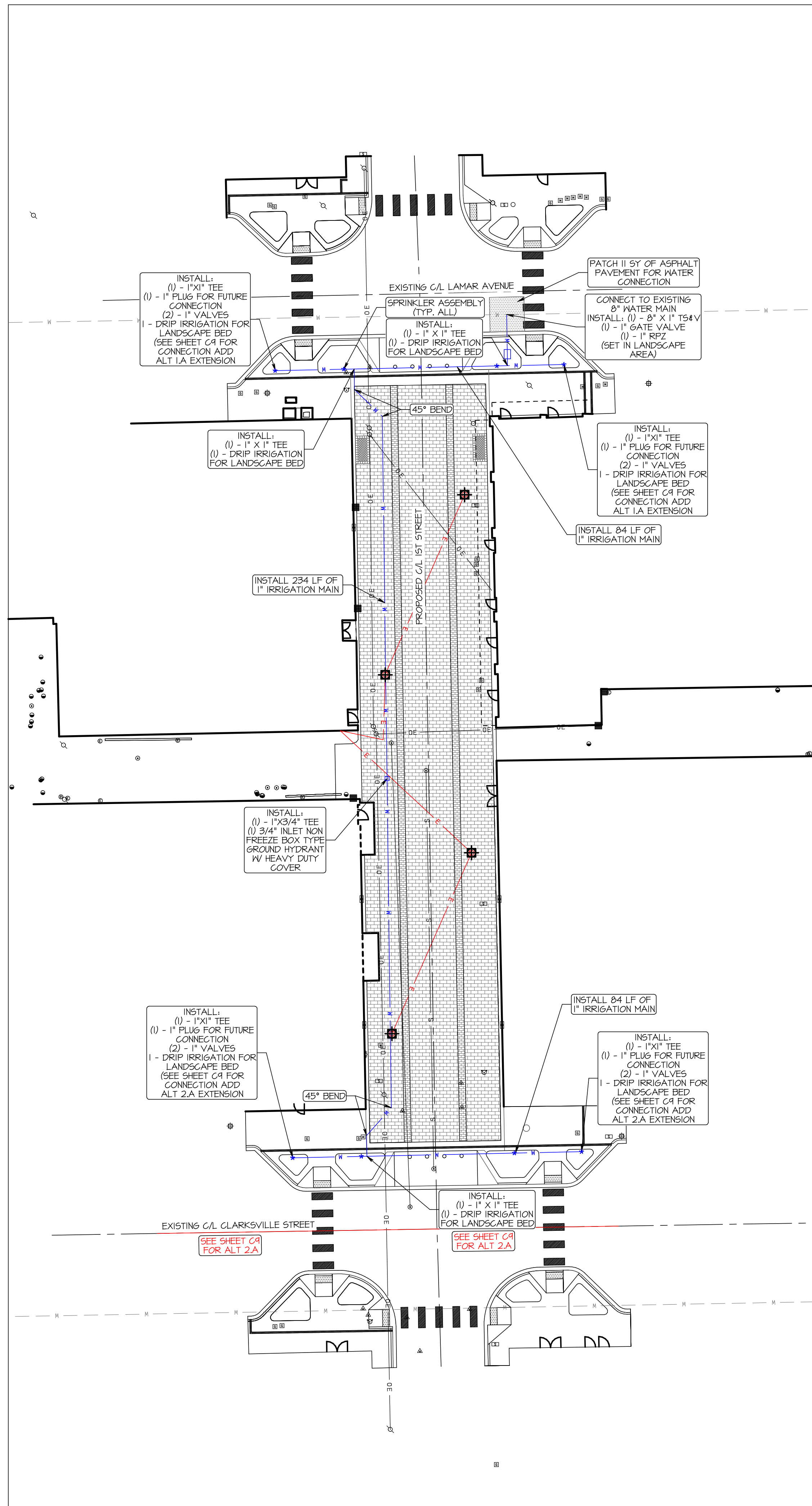
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ADD ALT 1 & ADD ALT 2		DEMOLITION & SITE		PLAN			
IST STREET PLAZA		PARIS, TEXAS		CITY OF PARIS			
Drawing Date: 8/8/2025		Project Number: 246035		Sheet Number: C6			
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GENERAL GRADING NOTES

1. VEGETATION, DEBRIS, AND TOPSOIL CONTAINING ORGANIC MATERIALS SHOULD BE CLEARED AND GRUBBED FROM THE ENTIRE SITE AT THE BEGINNING OF EARTHWORK.
2. REFERENCE PLAN SHEETS AND GEOTECHNICAL REPORT FOR PAVEMENT SUBGRADE PREPARATION REQUIREMENTS. REFERENCE ARCHITECTURAL SPECIFICATIONS AND GEOTECHNICAL REPORT FOR BUILDING PAD PREPARATION.
3. PROPOSED CONTOURS AND SPOT ELEVATIONS SHOWN IN PAVED AREAS REFLECT TOP OF PAVEMENT SURFACE OR GUTTER GRADES UNLESS OTHERWISE NOTED.
4. ALL ACCESSIBLE PATHWAYS SHALL BE HANDICAPPED IN COMPLIANCE WITH FEDERAL, STATE, AND LOCAL ADA STANDARDS. REFER TO DETAILED HANDICAP PARKING DETAIL FOR RAMP AND PARKING DETAILS.
5. THE CONTRACTOR SHALL MAINTAIN SITE DRAINAGE DURING ALL PHASES OF CONSTRUCTION.
6. THE CONTRACTOR SHALL TAKE ALL AVAILABLE PRECAUTIONS TO CONTROL DUST. CONTRACTOR SHALL CONTROL DUST BY SPRINKLING WATER, BY MEANS APPROVED BY THE ARCHITECT, ENGINEER, AND THE OWNER, AT NO ADDITIONAL COST TO THE OWNER.
7. ALL EXCAVATION IS UNCLASSIFIED AND SHALL INCLUDE ALL MATERIALS ENCOUNTERED. UNUSABLE EXCAVATED MATERIAL AND ALL WASTE SHALL BE DISPOSED OF OFF SITE.

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Fri Aug 8, 2025 10:10AM



LEGEND	
---	PROPERTY LINE
---	CURB AND GUTTER
---	BUILDING EDGE
---	EDGE OF PAVEMENT
---	EASEMENT
---	BUILDING LINE OFFSET
---	TOE OF DITCH/SLOPE
---	TOP OF BANK
E	OVERHEAD POWER LINE
M	WATER MAIN
S	SANITARY SEWER MAIN
T	TELEPHONE LINE
---	PROPOSED CONTOUR INT.
---	EXISTING CONTOUR INT.
---	SILT FENCE
SD	STORM DRAIN
FL	FIRE LANE
356.0	SPOT ELEVATION
Q	POWER POLE
W	WATER METER
WV	WATER VALVE
CO	CLEAN OUT
SM	SANITARY SEWER MANHOLE
SDM	STORM DRAIN MANHOLE
S	SIGN (TYPICAL)
H	HANDICAP PARKING SYMBOL (PAINTED)
FH	FIRE HYDRANT
L	LIGHT POLE
GR	GAS REGULATOR
ICV	IRRIGATION CONTROL VALVE
SH	SPRINKLER HEAD
RD	ROOF DRAIN
TJB	TELEPHONE JUNCTION BOX
EJB	ELECTRIC JUNCTION BOX
GW	GUY WIRE
T	TREE

GENERAL UTILITY NOTES

1. THE CONTRACTOR SHALL FIELD VERIFY THE HORIZONTAL AND VERTICAL LOCATION OF ALL EXISTING UTILITIES PRIOR TO START OF CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY IF A CONFLICT IS DISCOVERED.
2. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS SHOWN, COORDINATING THE HORIZONTAL AND VERTICAL LOCATION OF ALL UTILITIES.
3. THE CONTRACTOR SHALL FIELD VERIFY THE HORIZONTAL AND VERTICAL LOCATION OF ALL EXISTING UTILITIES PRIOR TO START OF CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY IF A CONFLICT IS DISCOVERED.
4. ALL SANITARY SEWER MAINS AND LATERALS SHALL BE SDR 26 PVC (ASTM 2241). SANITARY SEWER LINES SHALL BE BEDDED AND BACKFILLED IN ACCORDANCE WITH APPLICABLE UTILITY OPERATOR STANDARDS AND DETAILS.
5. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR SITE TRENCH SAFETY DURING ALL PHASES OF CONSTRUCTION.

MATERIAL SPECIFICATIONS
(APPROVED EQUALS MAY BE SUBMITTED FOR REVIEW BY CITY & ENGINEER)

TRENCH DRAIN: POLYLOK GREY HEAVY DUTY TRENCH DRAIN INSTALLED PER H-20 GUIDELINES, MODEL PL-40860-GR

REMOVABLE BOLLARD: RELIANCE FOUNDRY R-7835 DECORATIVE BOLLARD (BLACK) WITH REMOVABLE- PREMIUM RETRACTABLE MOUNTING BASE

STREET LIGHTING: HOLOPHANE ACRYLIC WASHINGTON POSTLITE (AW) LUMINAIRE, BLACK, IES TYPE V DISTRIBUTION, 3000-3500K LIGHT W/ DUPLEX GFI OUTLET. MANUFACTURER SHALL SUPPLY CONTROL PANEL AND WIRING DIAGRAM AS SHOP DRAWINGS

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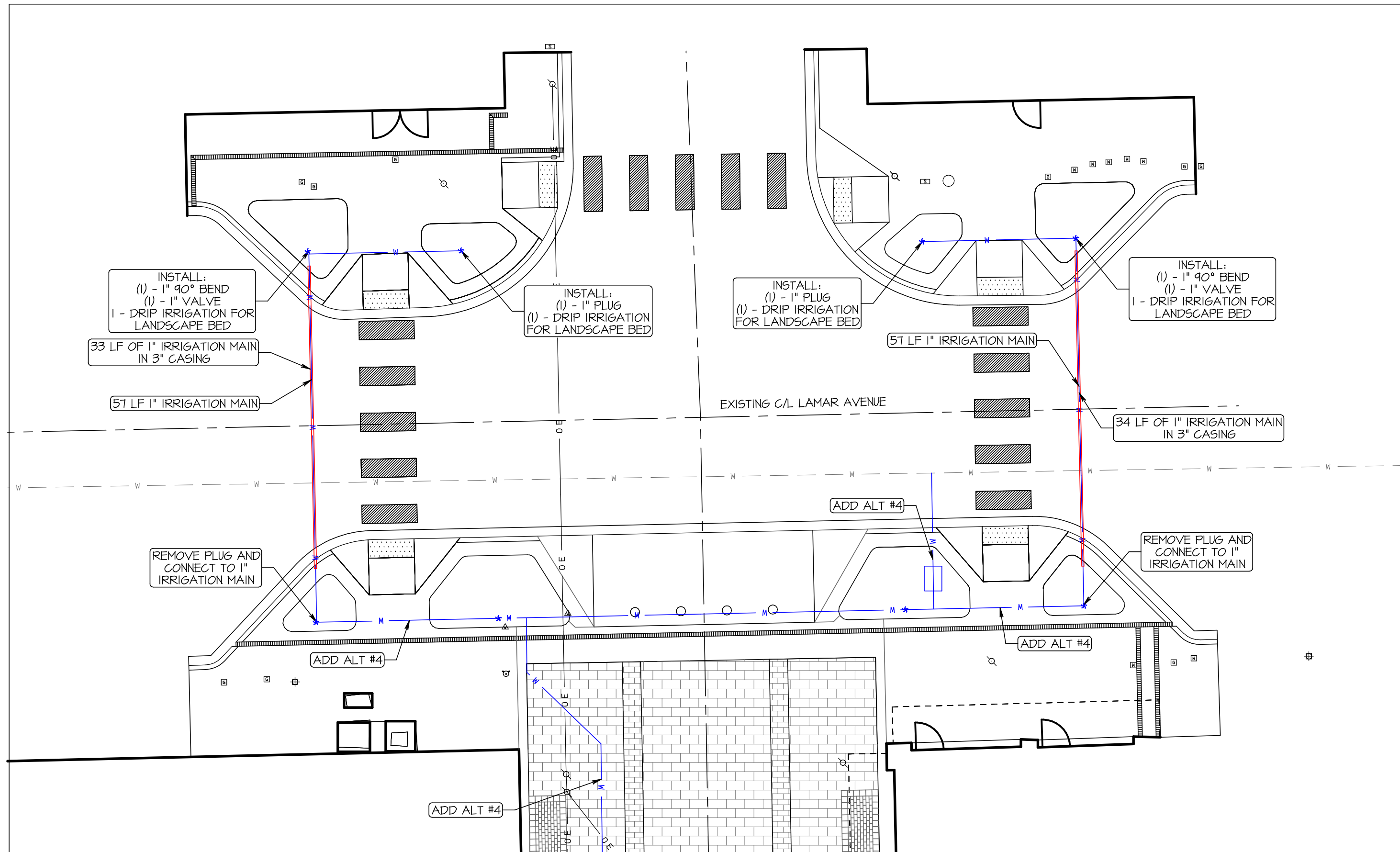
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UTILITY PLAN I OF
2 STREET LIGHTING
AND ADD ALT 4
WATER LINES

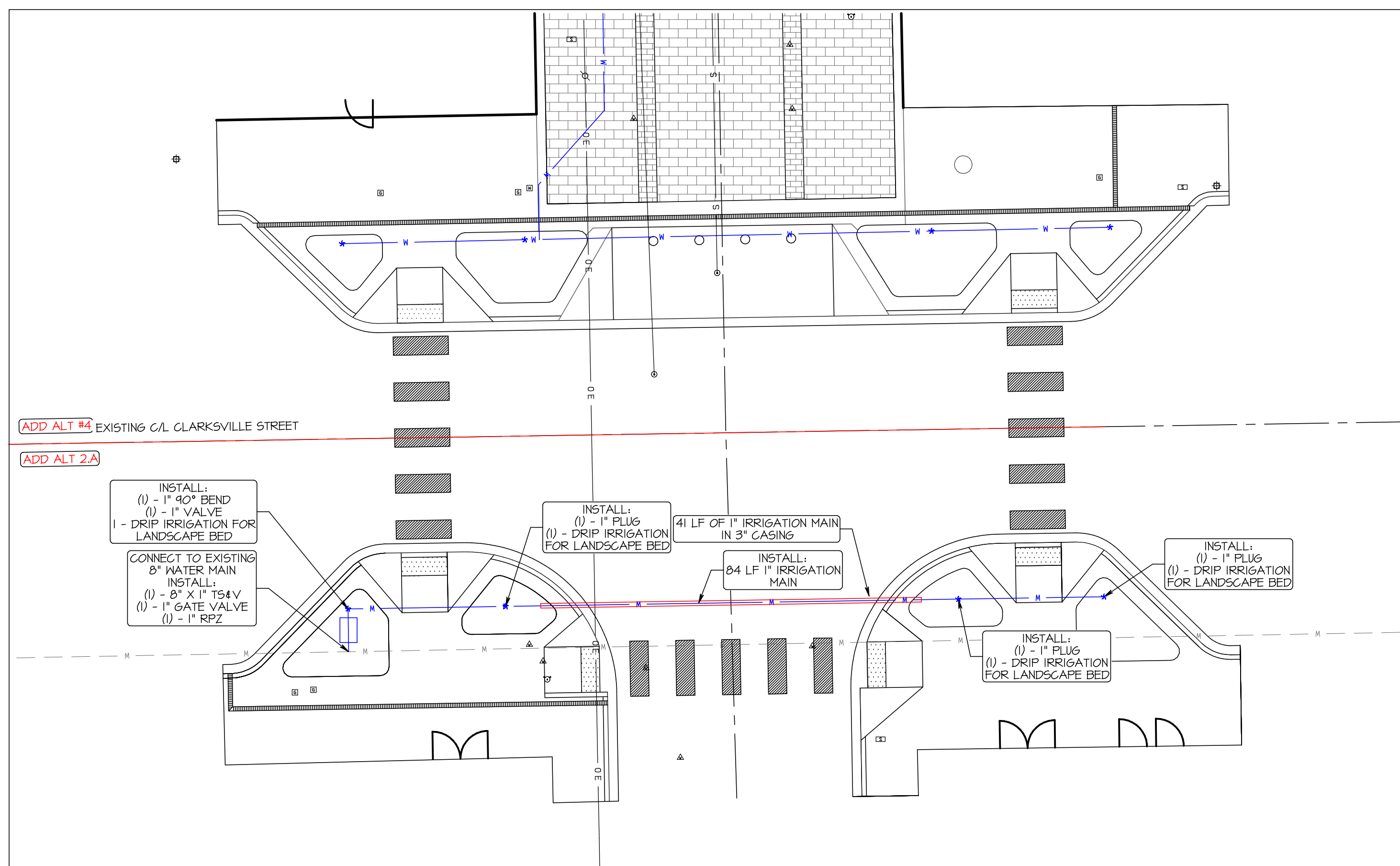
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PARIS, TEXAS
CITY OF PARIS

Drawing Date	8/8/2025
Project Number	246035
Sheet Number	C8

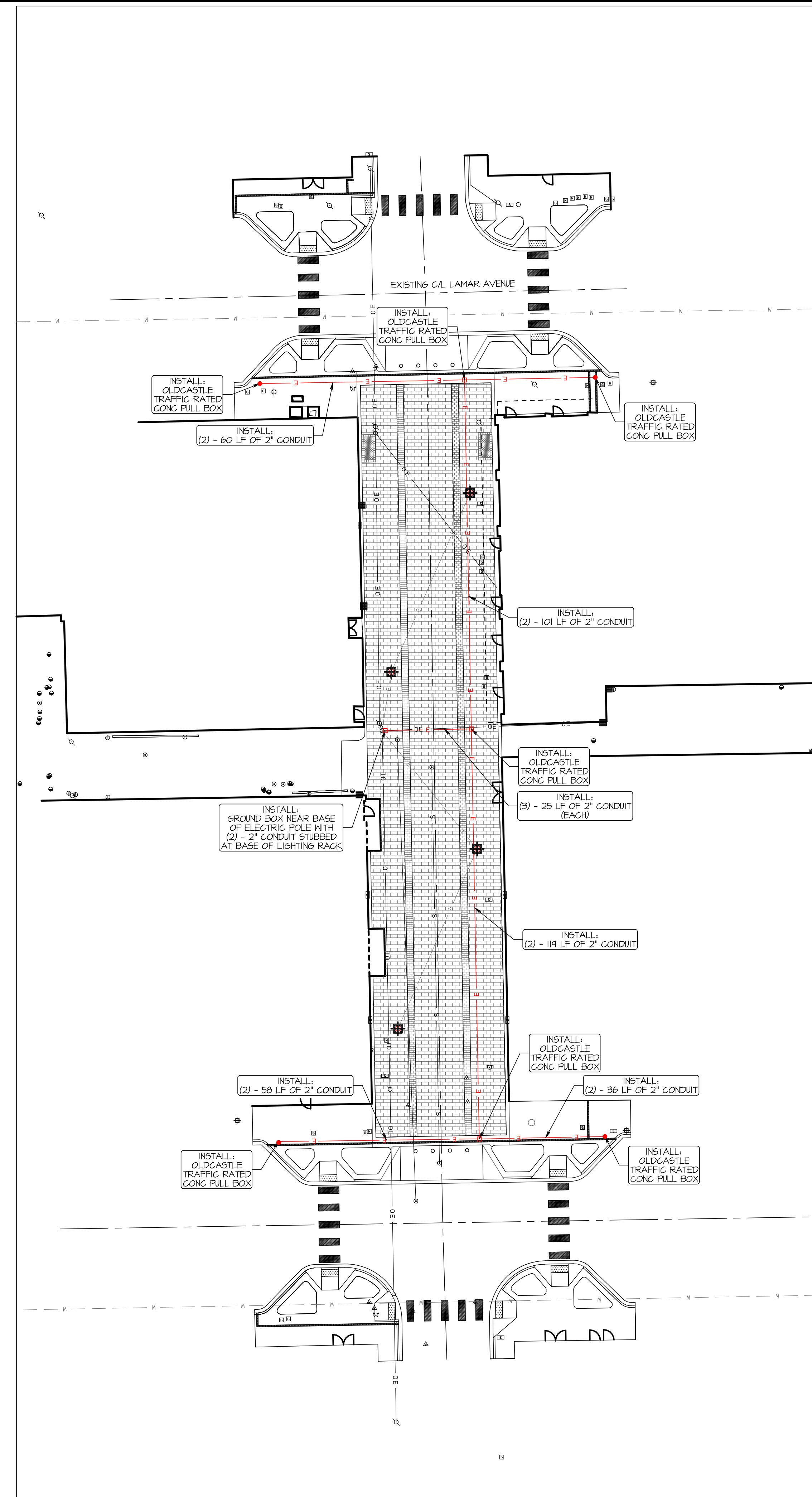
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ALT 1.A IRRIGATION PLAN
SCALE: 1" = 10'



ALT 2.A IRRIGATION PLAN
SCALE: 1" = 10'



ADD ALT #5:
ELECTRICAL CONDUIT FOR FUTURE
FOOD TRUCK CONNECTIONS
SCALE: 1" = 20'

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AR COA NO. 125
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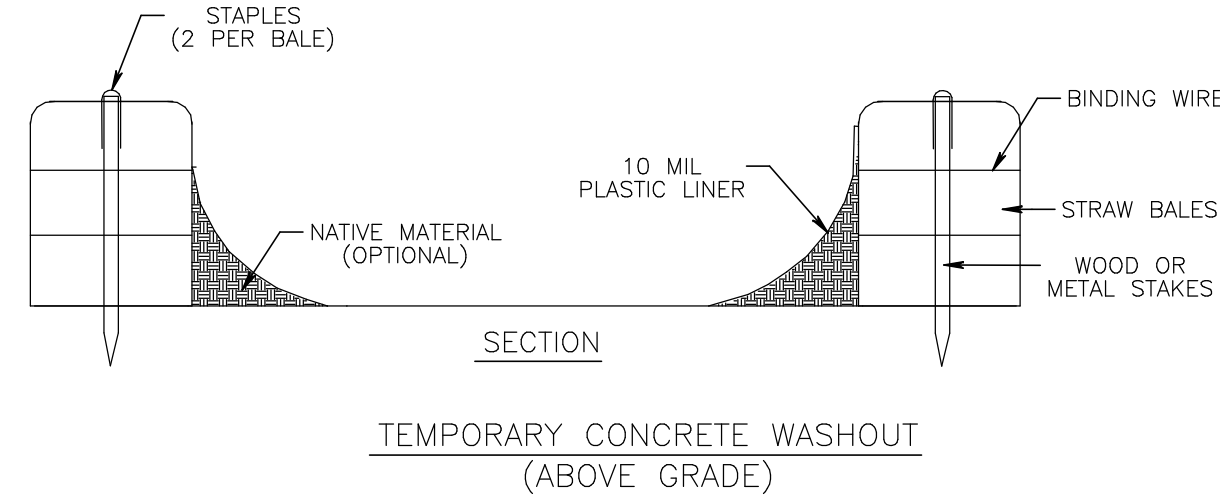
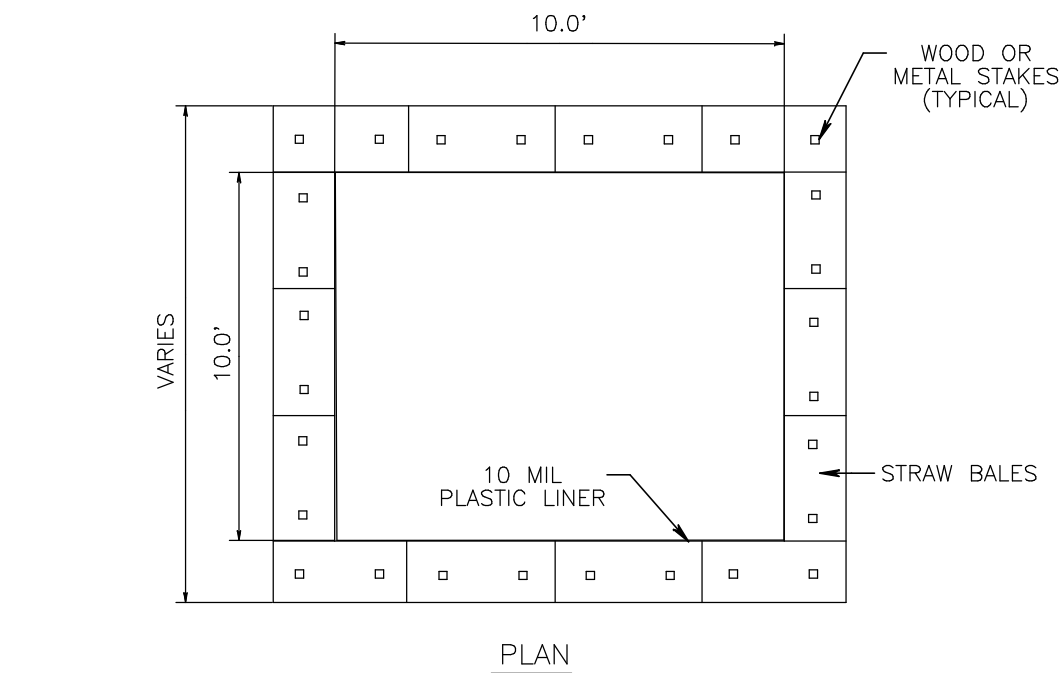
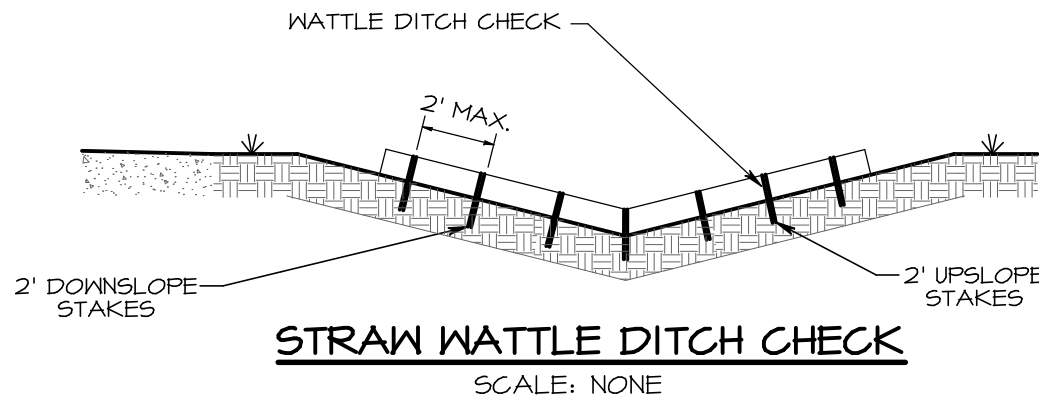
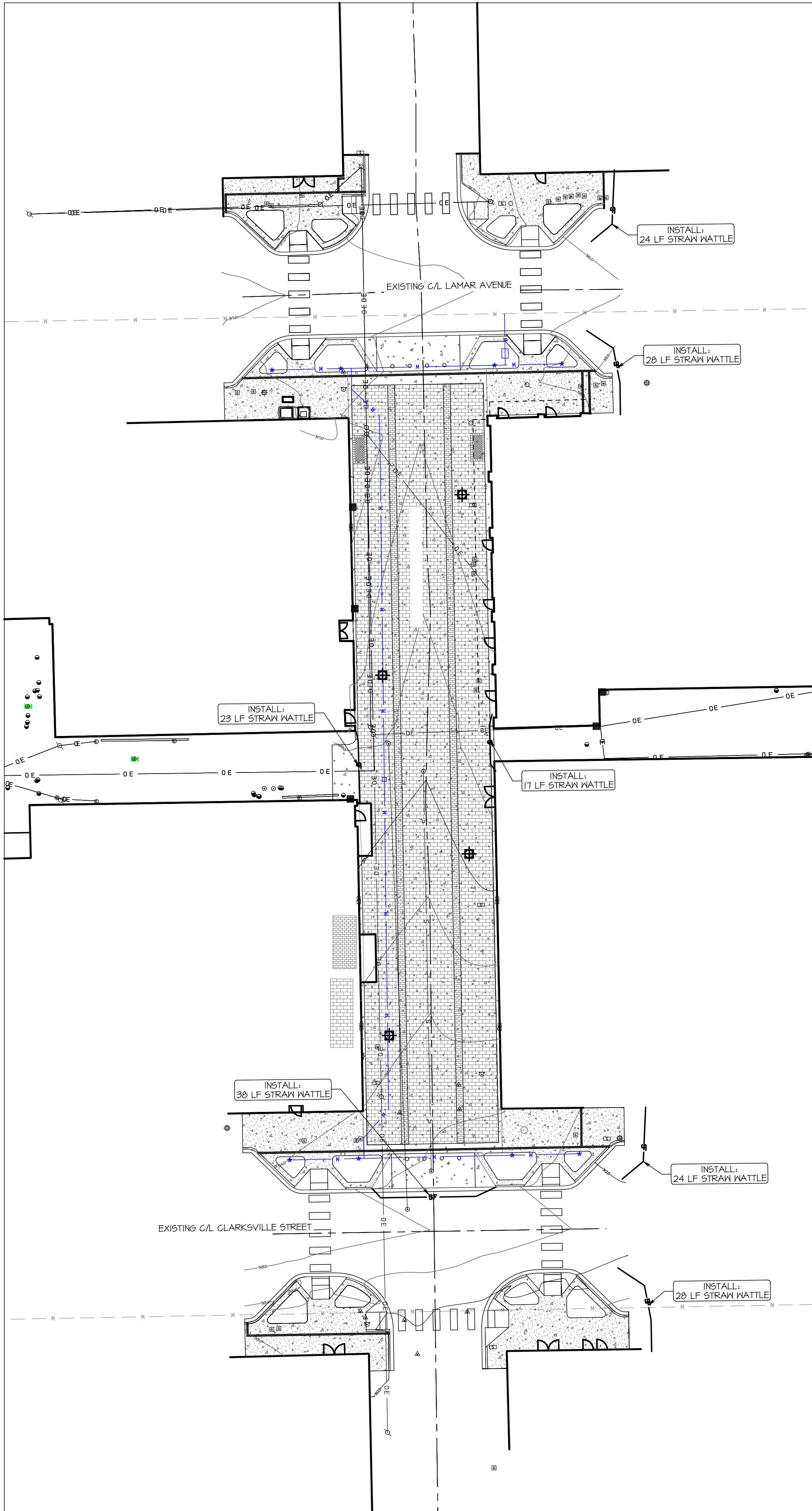
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Checked By: V.F.L.
File No.

UTILITY PLAN 2 OF
2 ADD ALT 1.A,
ADD ALT 2.A,
ADD ALT 5

1ST STREET PLAZA
PARIS, TEXAS
CITY OF PARIS

Drawing Date: 8/8/2025
Project Number: 246035
Sheet Number: C9

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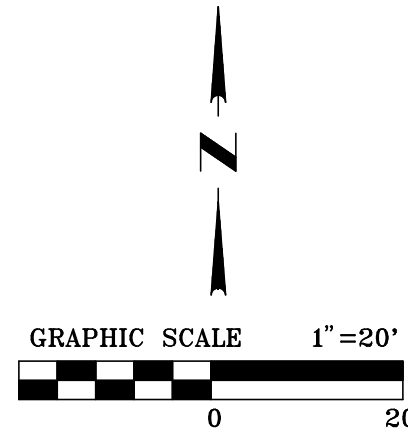


EROSION CONTROL NOTES:

1. EXCESS DIRT ON ROAD TO BE REMOVED DAILY.
2. CONTRACTOR REQUIRED TO POST SITE NOTICE AND REQUIRED SWPPP PACKAGE IN COMPLIANCE WITH LOCAL AND STATE REGULATIONS. CONTRACTOR TO REVIEW GUIDELINES AND ENSURE ALL REQUIREMENTS ARE MET PRIOR TO GROUND DISTURBING ACTIVITIES..
3. THE BMPs ILLUSTRATED SHOULD BE CONSIDERED THE MINIMUM MEASURES. ADDITIONAL MEASURES SHALL BE IMPLEMENTED AS NECESSARY TO CONTROL EROSION AND SEDIMENT RUNOFF FROM THE SITE.

EROSION CONTROL PHASING:

- I. INSTALL TEMPORARY EROSION CONTROL MEASURES.
- II. BEGIN SITE DISTURBANCE AND CONSTRUCTION ACTIVITIES.
- III. COMPLETE CONSTRUCTION ACTIVITIES, PERFORM PERMANENT STABILIZATION ACTIVITIES (PERMANENT PLANTING) AS FINAL GRADES ARE ACHIEVED AND SITE CLEAN-UP.
- IV. REMOVE TEMPORARY EROSION CONTROL MEASURES ONCE PERMANENT STABILIZATION COVERS 100% OF DISTURBED AREAS.



LEGEND	
---	PROPERTY LINE
---	CURB AND GUTTER
---	BUILDING EDGE
---	EDGE OF PAVEMENT
---	EASEMENT
---	BUILDING LINE OFFSET
---	TOE OF DITCH/SLOPE
---	TOP OF BANK
E	OVERHEAD POWER LINE
M	WATER MAIN
S	SANITARY SEWER MAIN
T	TELEPHONE LINE
-345-	PROPOSED CONTOUR INT.
-342-	EXISTING CONTOUR INT.
SF	SILT FENCE
SD	STORM DRAIN
FL	FIRE LANE
356.0	SPOT ELEVATION
○	POWER POLE
⊗	WATER METER
△	WATER VALVE
●	CLEAN OUT
⊙	SANITARY SEWER MANHOLE
⊗	STORM DRAIN MANHOLE
⊞	SIGN (TYPICAL)
♿	HANDICAP PARKING SYMBOL (PAINTED)
⊞	FIRE HYDRANT
⊞	LIGHT POLE
⊞	GAS REGULATOR
⊞	IRRIGATION CONTROL VALVE
★	SPRINKLER HEAD
■	ROOF DRAIN
⊞	TELEPHONE JUNCTION BOX
⊞	ELECTRIC JUNCTION BOX
⊞	GUY WIRE
○	TREE

5830 SUMMERHILL ROAD
TEXARKANA, TEXAS
P 903.838.8533
www.mtgengineers.com
TBPE FIRM NO. F-354
AR COA NO. 125
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Scale
AS SHOWN
Drawn By
A.M.G.
Checked By
V.F.U.
File No.

EROSION
CONTROL PLAN

1ST STREET PLAZA
PARIS, TEXAS
CITY OF PARIS

Drawing Date

8/8/2025

Project Number

246035

Sheet Number

C10

Revision/Description

Date



BOLLARD R-7835
DETAIL

Tools needed:
1) Measuring tape
2) 3/16" hex key

SECTION Y-Y
SCALE .15

X:\2024 Projects\246035 Paris - CBG Grant - 1st Street SE Revital\05 Engineering Design\Design_01.pro
Fri Aug 8 2025 10:10AM

1ST STREET PLAZA
PARIS, TEXAS
CITY OF PARIS

MISC. DETAILS

Scale	AS SHOWN
Drawn By	A.M.G.
Checked By	V.F.L
Eng. No.	



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AR COA NO. 125
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Revision/Description

No

Not

DESIGN LOADS

1. DESIGN IS BASED ON THE PROVISIONS OF THE INTERNATIONAL BUILDING CODE, 2021 EDITION. REINFORCED CONCRETE DESIGN IS BASED ON THE PROVISIONS OF ACI 318-19, *BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE*.
2. DEAD LOADS
- WEIGHT OF STRUCTURAL COMPONENTS & PAVERS
3. LIVE LOADS
- SIDEWALK 250 PSF
 - HANGING FROM VAULT SLAB 50 PSF

REINFORCED CONCRETE

1. THE FOLLOWING PARAMETERS MUST BE USED IN THE CONCRETE MIX DESIGNS:
- | USE | STRENGTH
f _c | AGGREGATE
MAX SIZE &
TYPE | SLUMP | MAX
WATER -
CEMENT
RATIO | AIR
ENTRAINMENT |
|---------------|----------------------------|---------------------------------|---------|-----------------------------------|--------------------|
| SLABS & WALLS | 4,000 PSI | 3/4" C33 | 3" - 5" | 50% | 3% - 6% |
2. HIGH-RANGE WATER-REDUCING ADMIXTURE MAY BE ADDED TO THE MIXES. SLUMP VALUES LISTED ABOVE ARE FOR CONCRETE PRIOR TO ADDING THE HRWR ADMIXTURE.
3. UP TO 30% OF THE CEMENTITIOUS MATERIALS MAY BE REPLACED WITH CLASS C OR F FLY ASH.
4. ENTRAINED AIR MUST BE INCLUDED IN CONCRETE PERMANENTLY EXPOSED TO THE WEATHER.
5. DO NOT ADD WATER TO THE MIX THAT WILL INCREASE THE WATER - CEMENT RATIO ABOVE THAT LIMIT IN THE TABLE ABOVE.
6. QUALITY ASSURANCE: OBTAIN CONCRETE SAMPLES FROM THE TRUCK'S CHUTE WHERE CONCRETE IS BEING PLACED. VERIFY SLUMP AND AIR ENTRAINMENT.
7. WALLS ARE INTENDED TO BE FORMED ON BOTH SIDES AND THEN BACKFILLED AFTER FORMS ARE REMOVED.
8. CONCRETE REINFORCING STEEL (REBAR) SHALL BE NEW, DOMESTIC AND MEET THE REQUIREMENTS OF ASTM A615, GRADE 60.
9. WELDED WIRE MESH (WWM) SHALL BE NEW, DOMESTIC, AND MEET THE REQUIREMENTS OF ASTM A706.
10. DEFORMED BAR ANCHORS (DBA) SHALL MEET THE REQUIREMENTS OF ASTM A496 (MINIMUM Fy 70,000 PSI).
11. DETAIL THE REBAR BASED ON THE ACI DETAILING MANUAL (ACI-315).
12. DO NOT WELD OR USE HEAT TO FABRICATE REBAR.
13. SPACING BETWEEN THE FORM (OR EARTH) AND THE OUTSIDE OF THE REBAR SHALL BE:
- | | | |
|---------|------------|----------|
| - WALLS | 1 1/2" TOP | 2" SIDES |
| - SLABS | 1" | |
| - CURBS | 1 1/2" | |

EXPANSION ANCHORS & DOWELS

1. THE FOLLOWING EXPANSION ANCHORS MAY BE USED ON THIS PROJECT:
- | | TYPE |
|----------------------------------|------------|
| - HILTI KWIK BOLT T22 | MECHANICAL |
| - SIMPSON STRONG BOLT 2 | MECHANICAL |
| - HILTI KWIK HUS-EZ | SCREW |
| - SIMPSON TITEN HD | SCREW |
| - HILTI HDA | UNDERCUT |
| - SIMPSON TORQ-CUT | UNDERCUT |
| - THREADED ROD (ASTM A36) | |
| - WITH HILTI HIT-RE 500-SD EPOXY | EPOXY |
| - WITH SIMPSON SET-XP EPOXY | EPOXY |
2. THE FOLLOWING ADHESIVE PRODUCTS MAY BE USED TO INSTALL STEEL REBAR DOWELS ON THIS PROJECT:
- | | |
|-----------------------|---------|
| - HILTI HIT-RE 500-SD | EPOXY |
| - SIMPSON SET-XP | EPOXY |
| - HILTI HIT-HY 200 | ACRYLIC |
3. CONCRETE OR GROUT COMPRESSIVE STRENGTH MUST BE 75 PERCENT OF THE SPECIFIED 28-DAY STRENGTH (f_c) BEFORE DRILLING AND INSTALLING EXPANSION ANCHORS.
4. INSTALL ANCHORS AND DOWELS IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, THE MANUFACTURER'S INSTRUCTIONS, AND THE MANUFACTURER'S CURRENT ICC-ES OR IAPMO-ES EVALUATION REPORT.
5. LOCATE EXISTING REINFORCING STEEL AND OTHER ITEMS CONTAINED IN THE CONCRETE USING NON-DESTRUCTIVE METHODS. NEW ANCHOR OR DOWEL LOCATIONS MAY BE FIELD-ADJUSTED UP TO 1 1/2" TO MISS EXISTING EMBEDDED ITEMS.

STRUCTURAL STEEL

1. STRUCTURAL STEEL MEMBERS SHALL CONFORM TO THE FOLLOWING MATERIAL STANDARDS:
- | | |
|--|-------------------------|
| - WIDE FLANGE (W) SHAPES | ASTM A992, GRADE 50 |
| - CHANNELS (C), ANGLES (L) & PLATES (PL) | ASTM A36 OR ASTM A572 |
| - SQUARE OR RECTANGULAR TUBES (HSS) | ASTM A500, GRADE B OR C |
| - BOLTS | ASTM A325 |
2. ALL WELDING SHALL CONFORM TO ANSI/AWS D1.1, LATEST EDITION.
3. COMPONENTS PERMANENTLY EXPOSED TO WEATHER MUST BE GALVANIZED.
4. CONFORM TO THE ERECTION TOLERANCES SPECIFIED IN THE AISC CODE OF STANDARD PRACTICE.
5. DO NOT SPLICE STRUCTURAL STEEL MEMBERS UNLESS APPROVED BY ENGINEER.
6. TIGHTEN BOLTS TO THE SNUG TIGHT LEVEL DEFINED BY AISC. BOLTS SHALL BE TIGHTENED USING A FEW IMPACTS OF AN IMPACT WRENCH OR THE FULL EFFORT OF A MAN USING AN ORDINARY SPUD WRENCH, BRINGING THE PLIES INTO CONTACT.

METAL DECK

1. THE METAL DECK MUST MEET THE FOLLOWING MINIMUM PARAMETERS:

USE	DEPTH, GAUGE & TYPE	MINIMUM MOMENT OF INERTIA (I _x)	MINIMUM SECTION MODULUS (S _x)	MINIMUM SECTION MODULUS (S _y)	YIELD STRENGTH (F _y)	COATING
SLAB	1 1/2" 18-GAUGE (COMPOSITE)	0.272 in4	0.311 in3	0.324 in3	50 ksi	G90

2. DECK SHEET METAL SHALL MEET THE ASTM A653 STANDARD.
3. THE MINIMUM PANEL END BEARING IS 3".
4. USE #10 TEK SCREWS FOR SIDELAP FASTENING.

SPECIAL INSPECTIONS

1. SPECIAL INSPECTION IS REQUIRED BASED ON CHAPTER 17 OF IBC.
2. THE SPECIAL INSPECTOR SHALL BE A QUALIFIED PERSON WHO HAS DEMONSTRATED COMPETENCE TO THE BUILDING OFFICIAL FOR INSPECTION OF THE PARTICULAR TYPE OF CONSTRUCTION REQUIRING SPECIAL INSPECTION.
3. PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL ORGANIZE A PRECONSTRUCTION MEETING WITH THE OWNER, ENGINEER, BUILDING OFFICIAL, CONTRACTOR, AND SPECIAL INSPECTORS TO REVIEW THE SPECIAL INSPECTION REQUIREMENTS.
4. THE SPECIAL INSPECTOR SHALL:
- ABIDE BY THE SPECIAL INSPECTION AND TESTING AGREEMENT PROVIDED BY THE LOCAL JURISDICTION AND OWNER.
 - OBSERVE THE WORK FOR CONFORMANCE WITH THE APPROVED CONSTRUCTION DOCUMENTS. ALL DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE CONTRACTOR FOR CORRECTION. THEN, IF LEFT UNCORRECTED BY THE CONTRACTOR, DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE STRUCTURAL ENGINEER, ARCHITECT, AND OWNER.
 - FURNISH INSPECTION REPORTS FOR EACH INSPECTION TO THE BUILDING OFFICIAL, ARCHITECT, ENGINEER, CONTRACTOR AND OTHER DESIGNATED PARTIES, IN A TIMELY MANNER, AS ESTABLISHED AT THE PRE-CONSTRUCTION MEETING.
 - SUBMIT A FINAL REPORT DOCUMENTING REQUIRED SPECIAL INSPECTIONS AND CORRECTION OF ANY DISCREPANCIES NOTED IN THE INSPECTIONS. THE FINAL REPORT SHALL BE SIGNED AND SEALED BY THE PROFESSIONAL ENGINEER RESPONSIBLE FOR THE SPECIAL INSPECTIONS.
5. THE CONTRACTOR SHALL:
- NOTIFY THE SPECIAL INSPECTOR THAT THE WORK IS READY FOR INSPECTION AT LEAST 24 HOURS BEFORE INSPECTION.
 - THE CONSTRUCTION OR WORK FOR WHICH SPECIAL INSPECTION IS REQUIRED SHALL REMAIN ACCESSIBLE AND EXPOSED FOR SPECIAL INSPECTION PURPOSES UNTIL COMPLETION OF THE REQUIRED SPECIAL INSPECTIONS.
 - PROVIDE THE SPECIAL INSPECTOR WITH ACCESS TO CONSTRUCTION DOCUMENTS AT THE JOBSITE.
 - KEEP RECORDS OF ALL SPECIAL INSPECTION REPORTS AT THE JOBSITE.
6. 'CONTINUOUS' SPECIAL INSPECTION IS SPECIAL INSPECTION BY THE SPECIAL INSPECTOR WHO IS CONTINUOUSLY PRESENT WHILE THE WORK TO BE INSPECTED IS BEING PERFORMED.
7. 'PERIODIC' SPECIAL INSPECTION IS SPECIAL INSPECTION BY THE SPECIAL INSPECTOR WHO IS INTERMITTENTLY PRESENT WHERE THE WORK TO BE INSPECTED HAS BEEN OR IS BEING PERFORMED.
8. THE SCOPE OF SPECIAL INSPECTIONS OF STRUCTURAL COMPONENTS INCLUDES:
- VERIFY PROPER CONCRETE MIX DESIGN (PERIODIC)
 - CONCRETE PLACEMENT (CONTINUOUS)
 - REBAR PLACEMENT (PERIODIC--INSPECT FINAL PLACEMENT)
 - ANCHOR BOLTS AND PLATES (PERIODIC--INSPECT FINAL PLACEMENT BEFORE CONCRETE)
 - EXPANSION ANCHORS (PERIODIC--DURING INSTALLATION)
 - EPOXY/ADHESIVE ANCHORS (PERIODIC--DURING INSTALLATION)
 - STRUCTURAL STEEL (PERIODIC--SIZE & LOCATION OF STRUCTURAL ELEMENTS)
 - FILLET WELDS (PERIODIC--VISUAL INSPECTION OF ALL WELDED JOINTS)
 - STRUCTURAL BOLTS (PERIODIC)



PHOTO 1. SOUTH VAULT FROM OUTSIDE & ABOVE

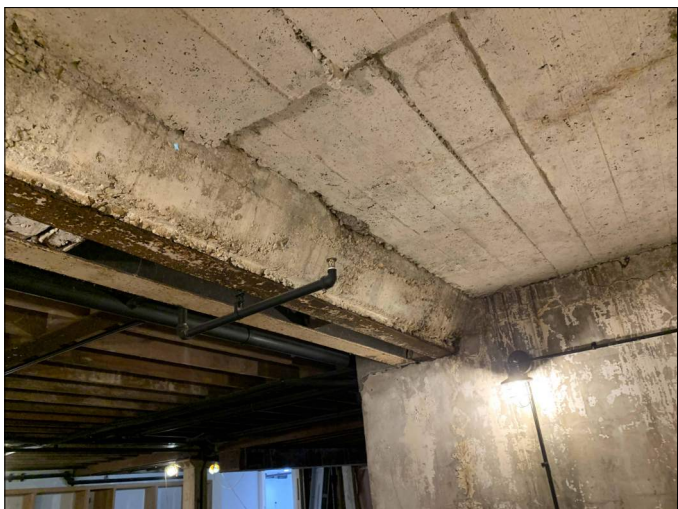


PHOTO 3. BOTTOM OF SOUTH VAULT SLAB



PHOTO 2. SOUTH VAULT FROM INSIDE BASEMENT

1 SITE PLAN
1/8" = 1'-0"

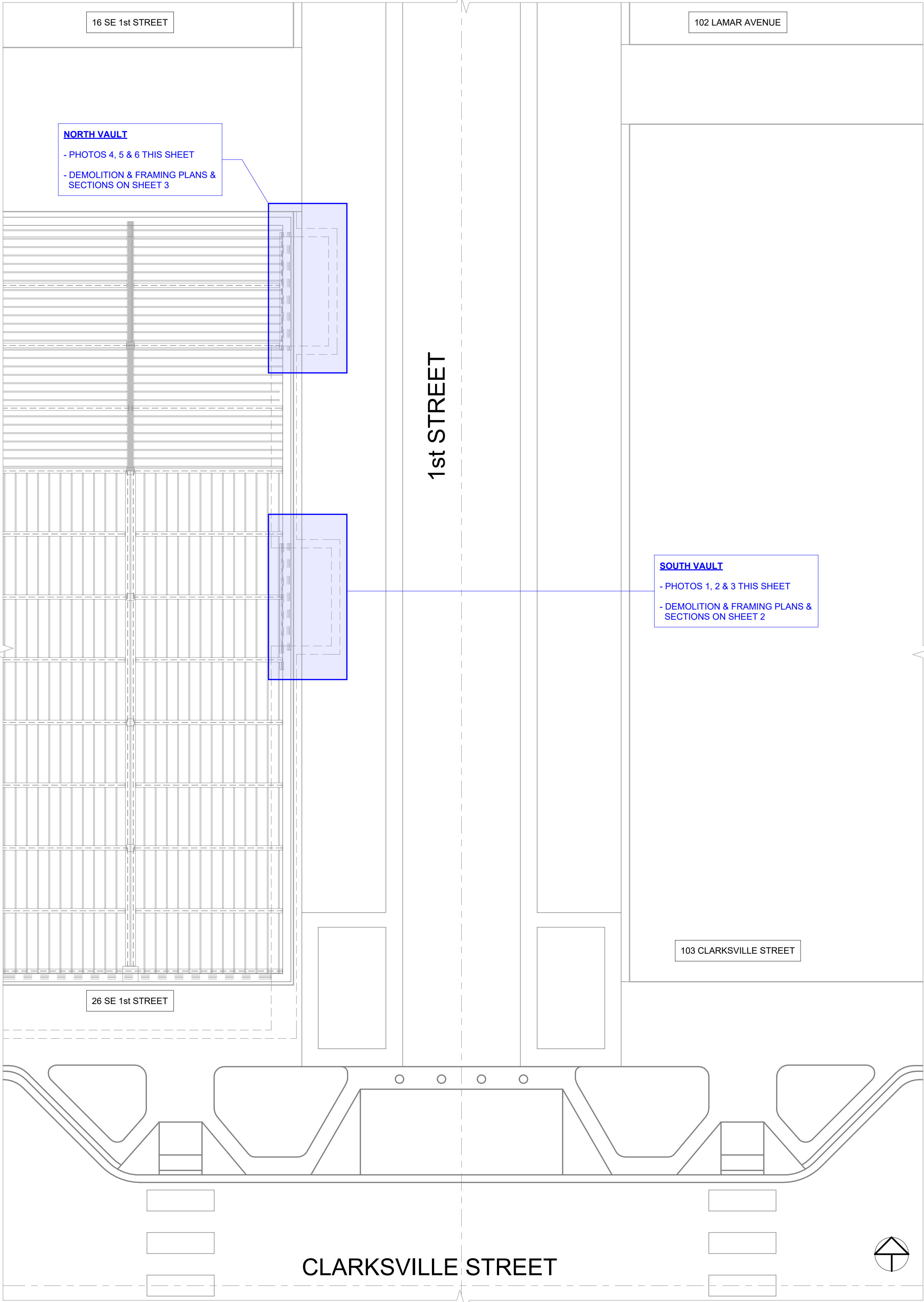


PHOTO 4. NORTH VAULT FROM OUTSIDE & ABOVE

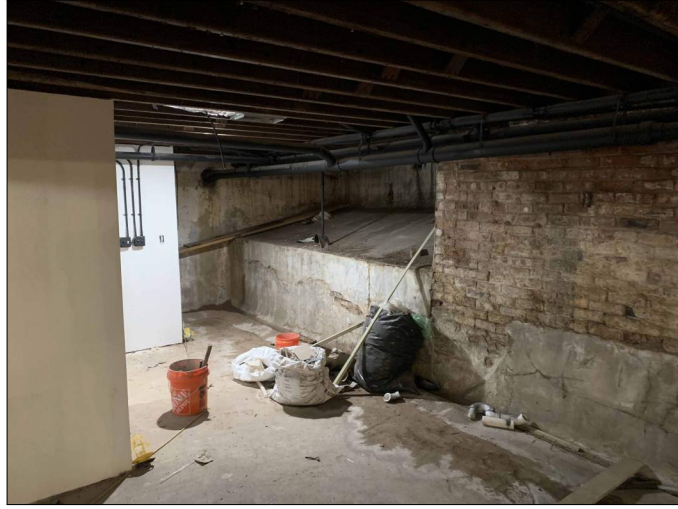


PHOTO 5. NORTH VAULT FROM INSIDE BASEMENT



PHOTO 6. BOTTOM OF NORTH VAULT SLAB

INTERIM REVIEW
DOCUMENTS
NOT FOR BID OR
CONSTRUCTION
PREPARED BY:
JASON HART
TEXAS PE NO. 94518

JHE JASON HART ENGINEERING PLLC
15305 DALLAS PARKWAY 12TH FLOOR ADDISON, TEXAS | TBP# FIRM NO. 22967

No.	Description	Date
A	CONSULTANTS' COORDINATION	4/18/25

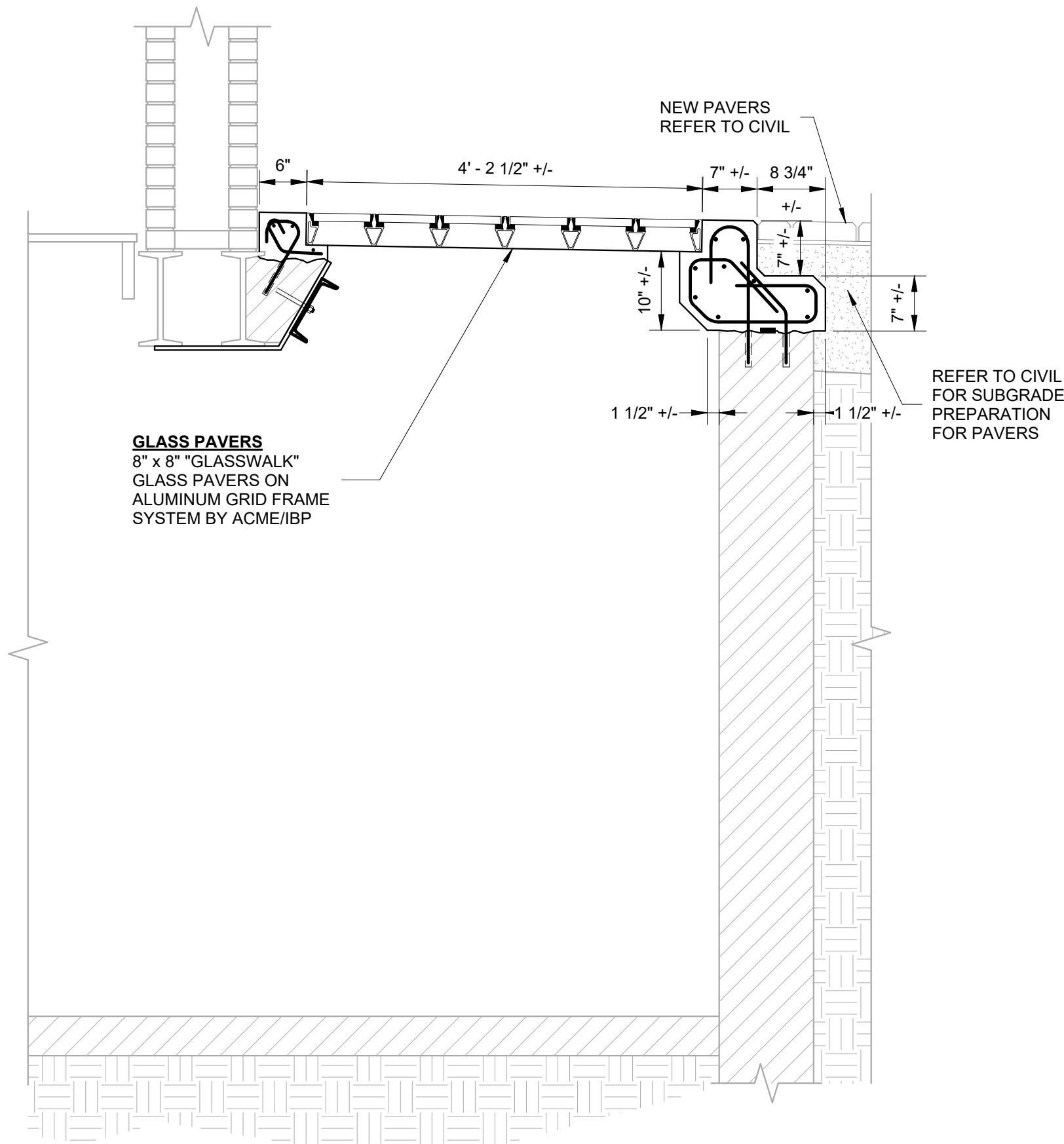
CITY OF PARIS

1st STREET PLAZA

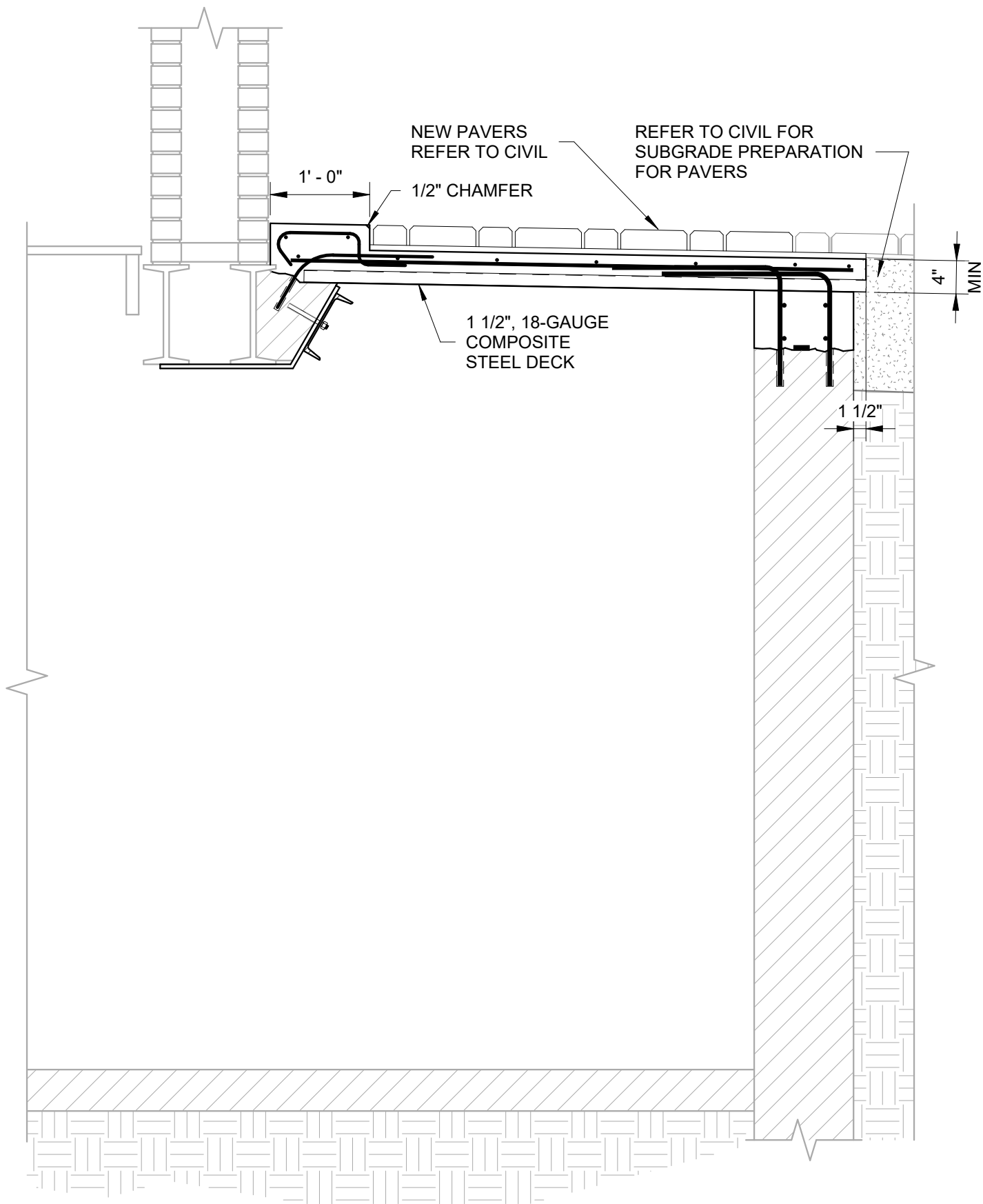
VAULT COVERS FRAMING ALONG 26 SE
1st STREET SITE PLAN, NOTES & PHOTOS

Project number 2518
Date 04/18/2025

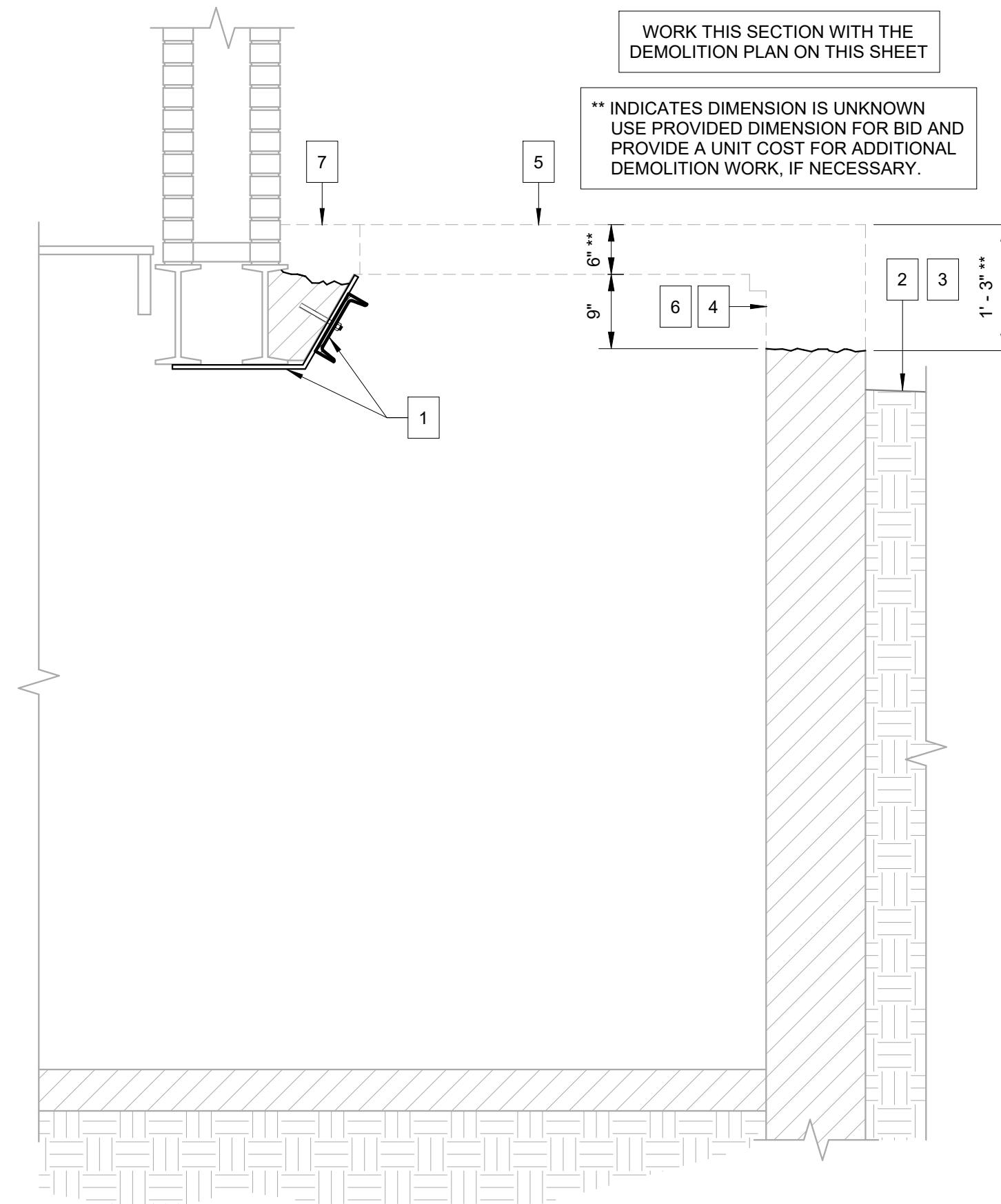
S1



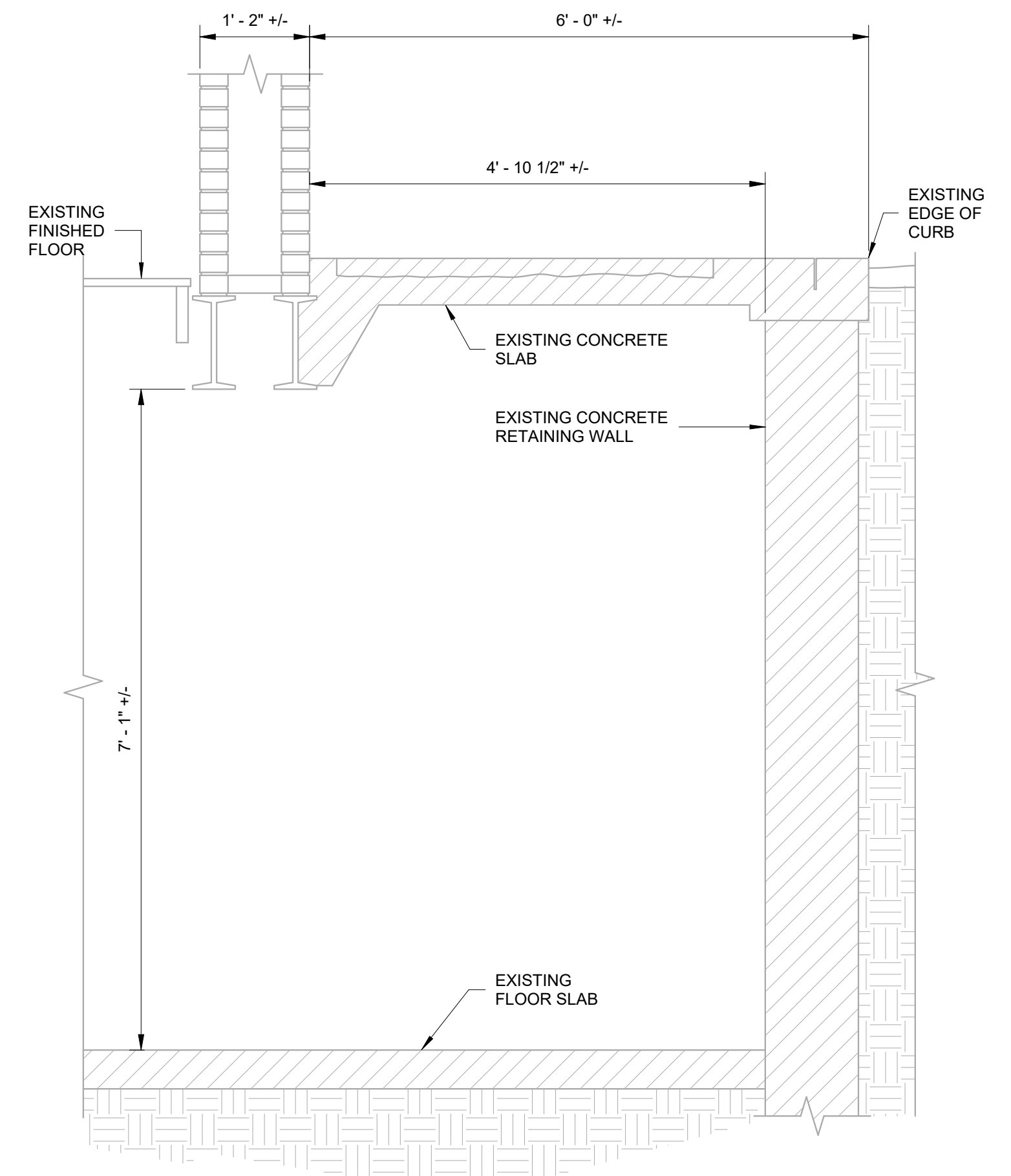
7 SOUTH VAULT ALTERNATE - GLASS PAVERS
3/4" = 1'-0"



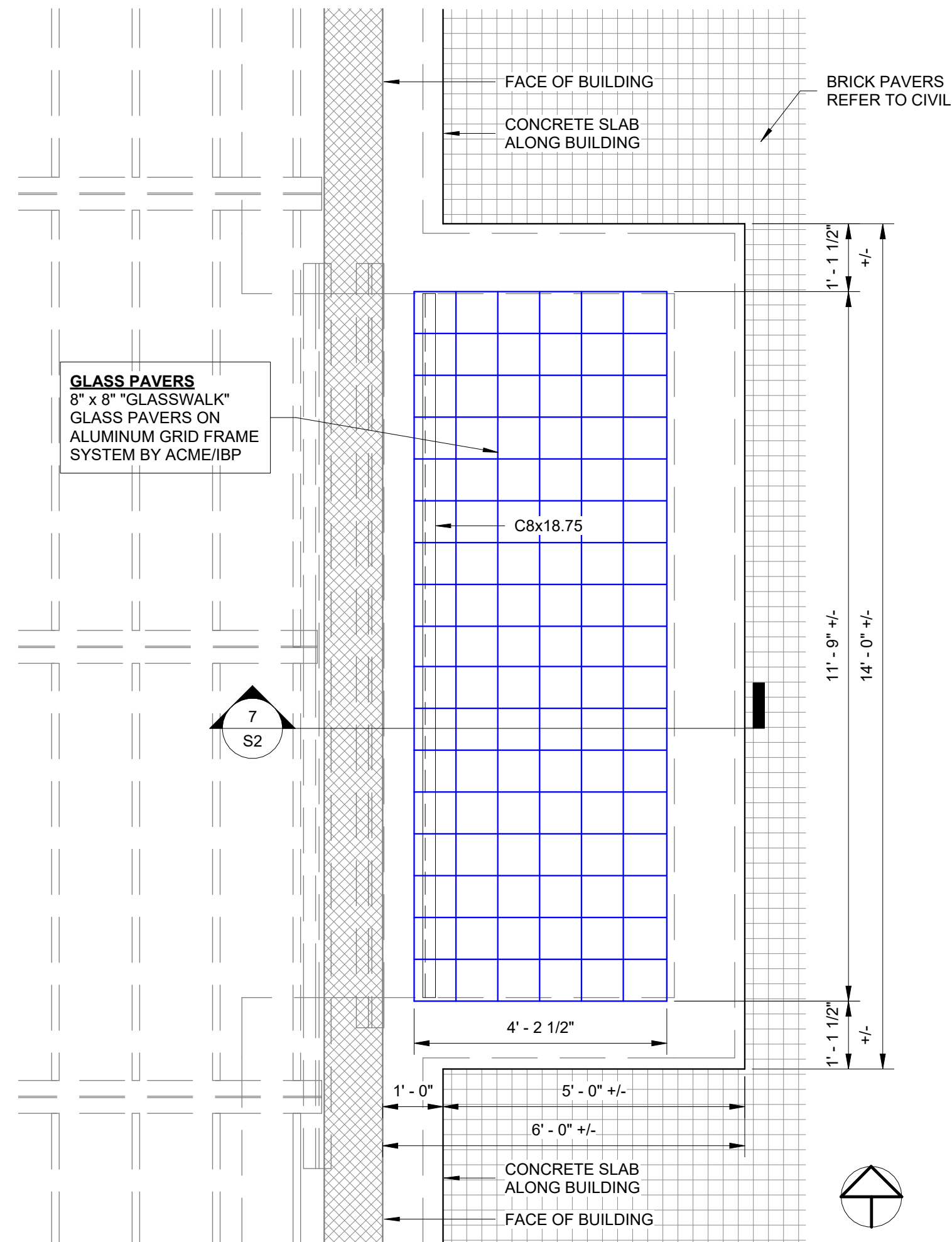
6 SOUTH VAULT BASE BID - CONCRETE SLAB
3/4" = 1'-0"



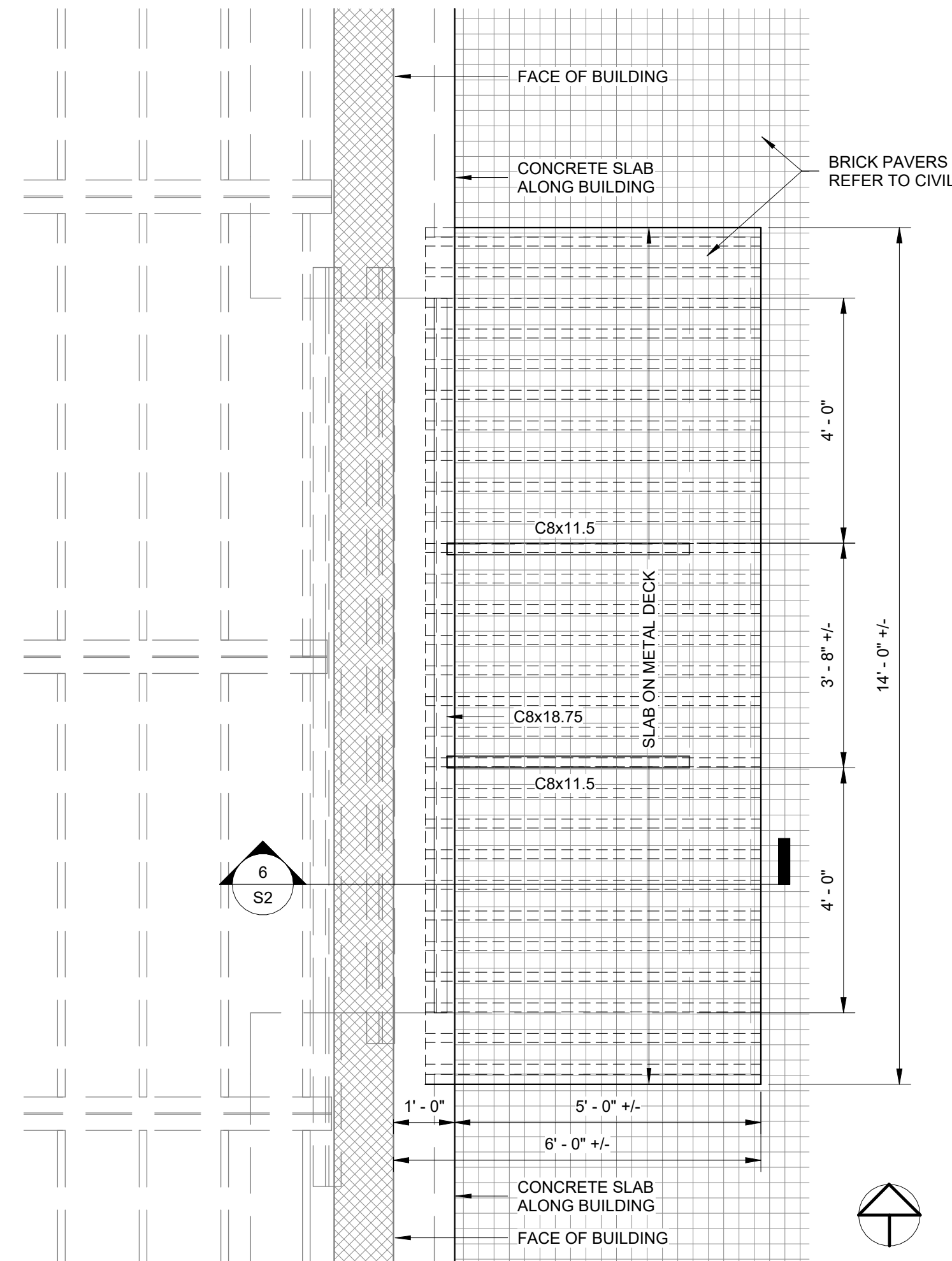
5 SOUTH VAULT DEMOLITION
3/4" = 1'-0"



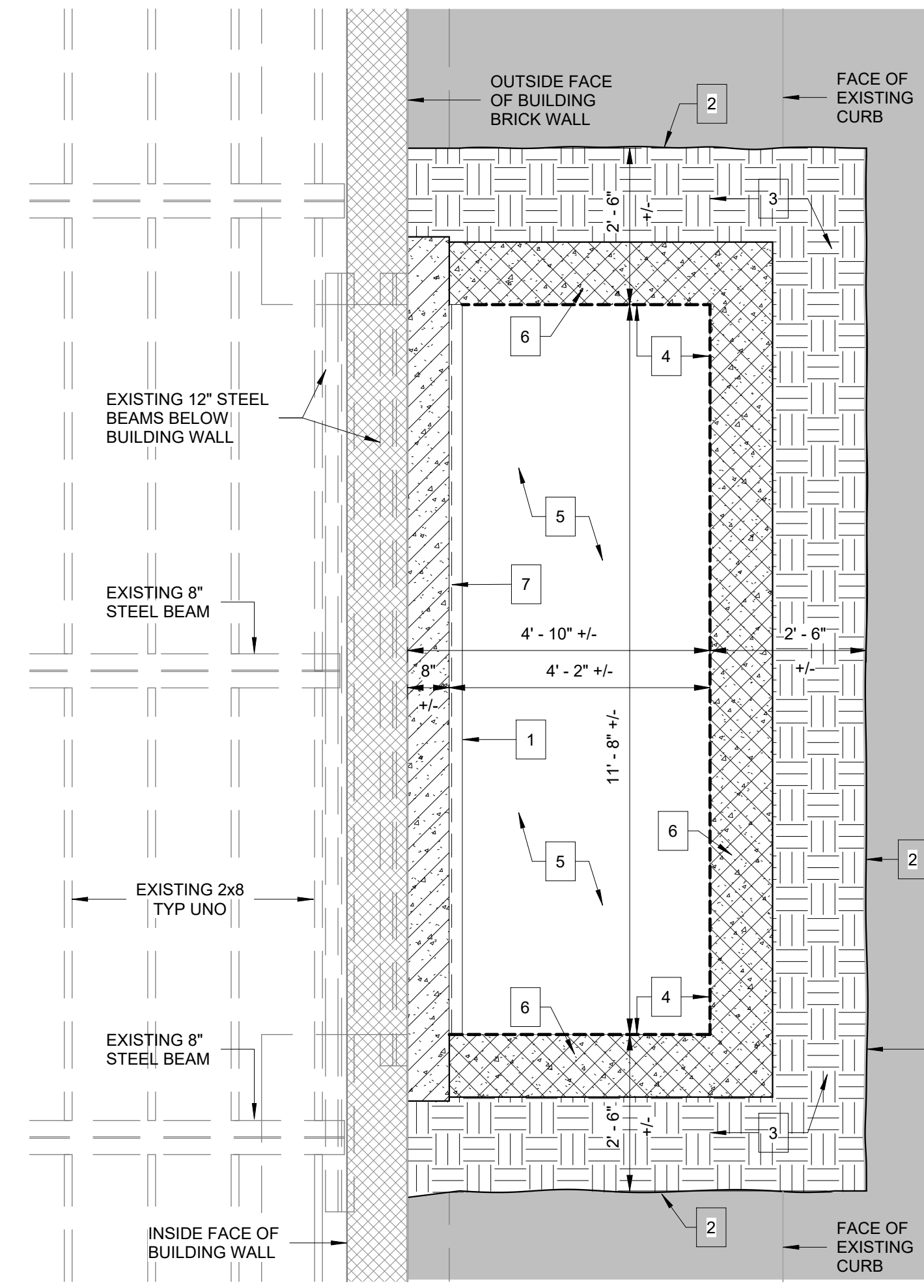
4 SOUTH VAULT EXISTING CONDITIONS
3/4" = 1'-0"



3 SOUTH VAULT ALTERNATE FRAMING PLAN
1/2" = 1'-0"



2 SOUTH VAULT FRAMING PLAN
1/2" = 1'-0"



1 SOUTH VAULT DEMOLITION PLAN
1/2" = 1'-0"

PERFORM THE FOLLOWING DEMOLITION WORK AND SUBSEQUENT CONSTRUCTION WORK:

- AFTER COMMUNICATING AND COORDINATING WORK AND SCHEDULE WITH THE OWNER OF 26 SE 1st STREET.

- AFTER TAKING MEASURES TO MITIGATE THE EXPOSURE OF THE BUILDING INTERIOR TO DUST AND WATER.

- 1 INSTALL NEW C8x18.75 AND STEEL BENT PLATE
- 2 REMOVE SIDEWALK AND PAVING AT EXTENTS SHOWN IN DEMOLITION PLAN
- 3 EXCAVATE SOIL ALONG OUTSIDE FACE OF VAULT WALL. KEEP SOIL FOR BACKFILL.
- 4 CUT SIDEWALK SLAB AT APPROXIMATELY THE INSIDE FACE OF EXISTING VAULT WALL.
- 5 REMOVE SIDEWALK SLAB ABOVE VAULT
- 6 CHIP AWAY A PORTION OF THE CONCRETE AT TOP OF WALL. SEE SECTION FOR EXTENTS.
- 7 CHIP AWAY A PORTION OF THE BUILDING WALL AND THE NEW C10 CHANNEL. SEE SECTION FOR EXTENTS.

* VAULT WALL THICKNESS IS UNKNOWN. BASE THE BID ON 12" THICKNESS AND PROVIDE UNIT COST FOR EACH ADDITIONAL INCH OF WALL THICKNESS, IF NECESSARY.

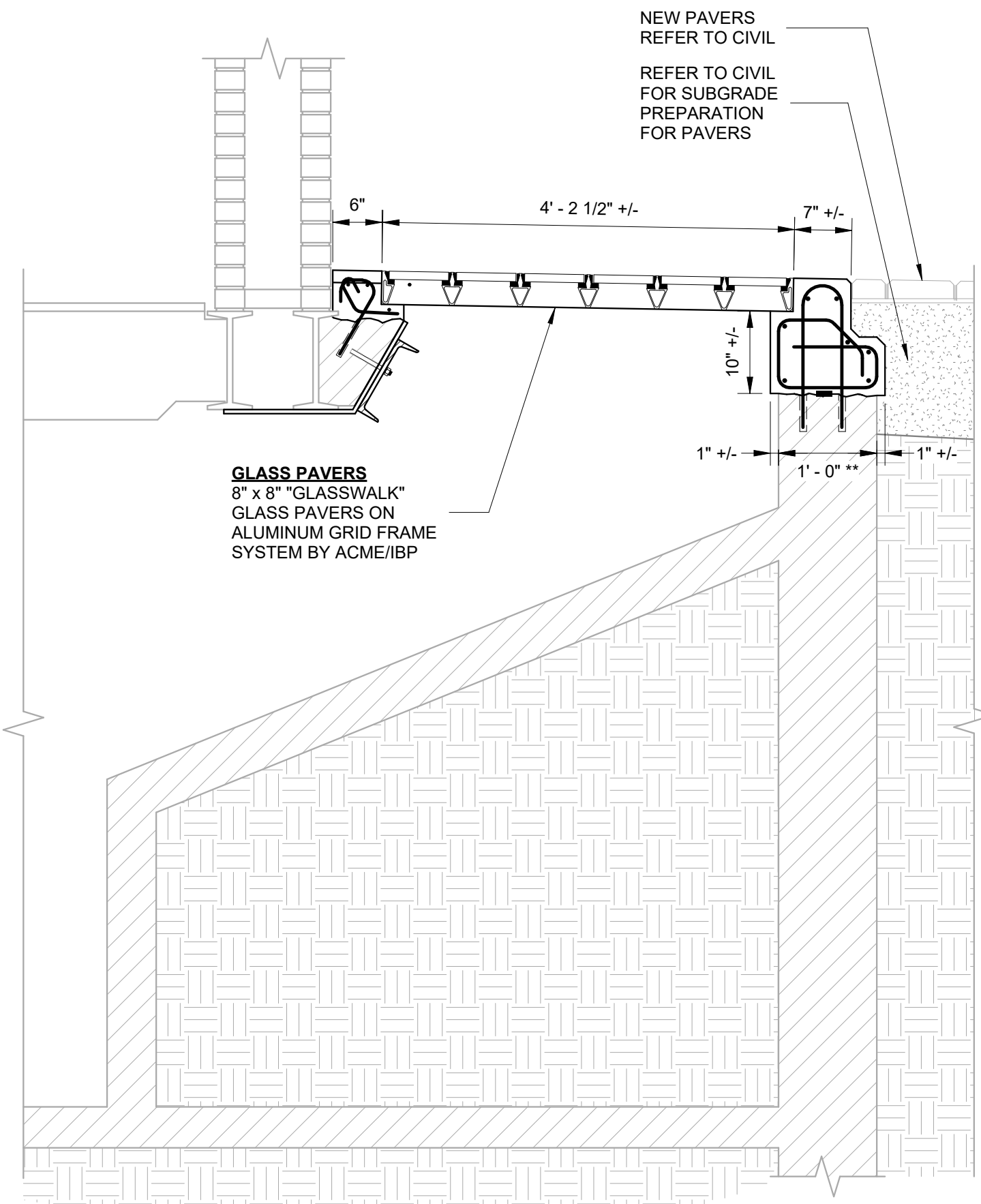
EXTENT OF PAVEMENT/ SIDEWALK REMOVAL FOR VAULT WORK

INTERIM REVIEW DOCUMENTS
NOT FOR BID OR CONSTRUCTION
PREPARED BY:
JASON HART
TEXAS PE NO. 94518

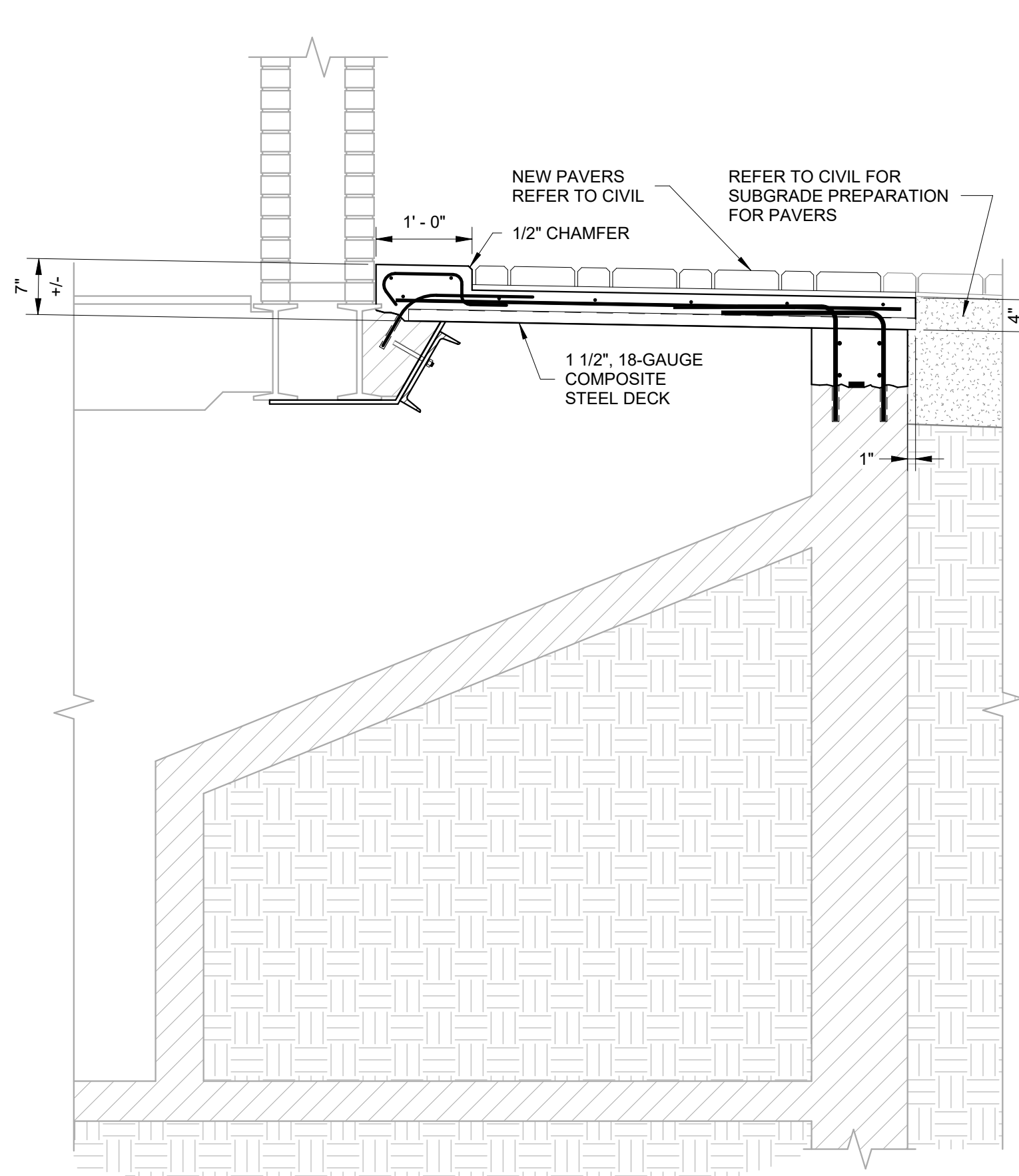
JHE JASON HART ENGINEERING
15305 DALLAS PARKWAY 12TH FLOOR ADDISON, TEXAS | TBP# FIRM NO. 22967

No.	Description	Date
A	CONSULTANTS' COORDINATION	4/18/25

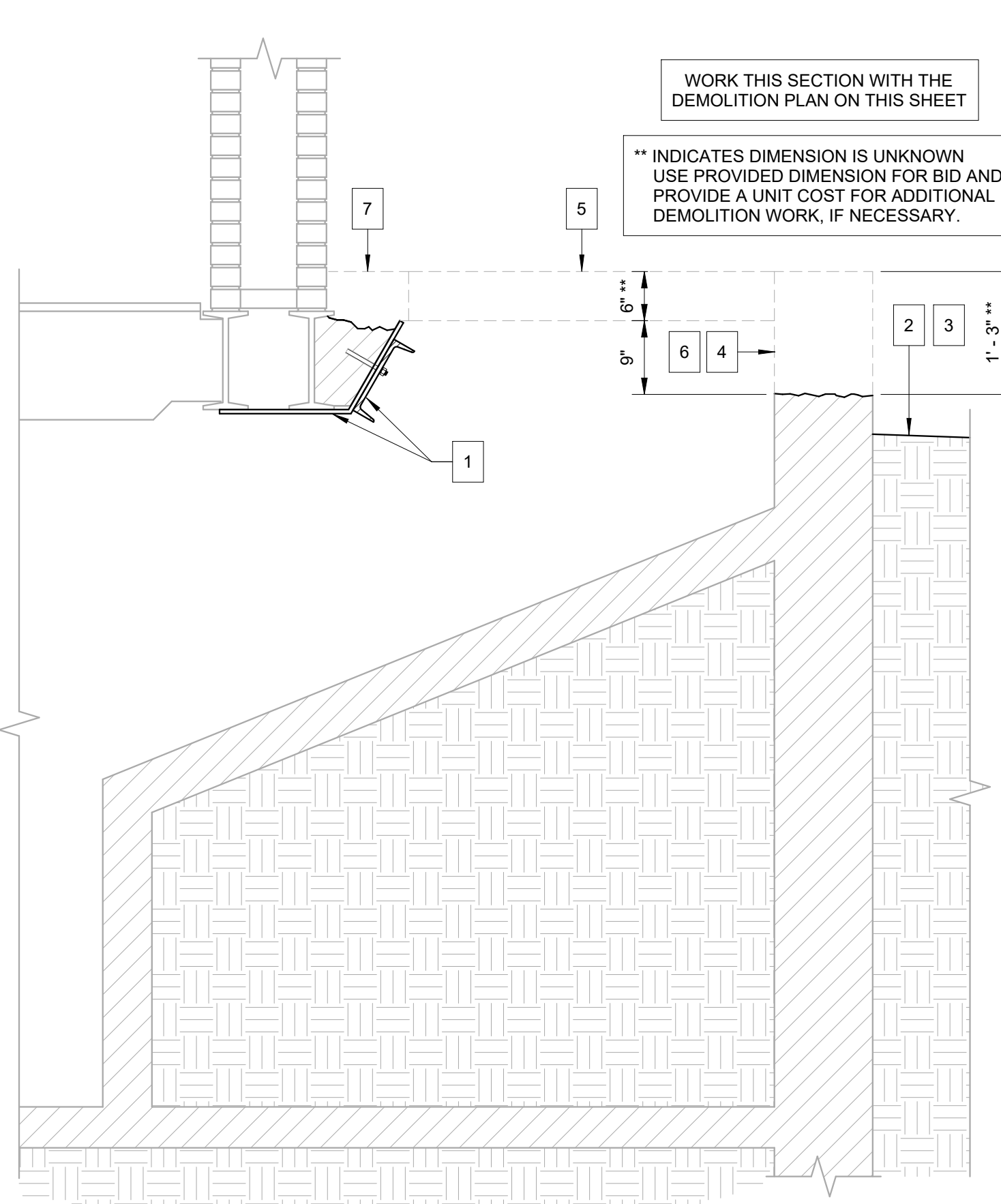
CITY OF PARIS	
1st STREET PLAZA	
SOUTH VAULT PLANS & SECTIONS	
Project number	2518
Date	04/18/2025
S2	



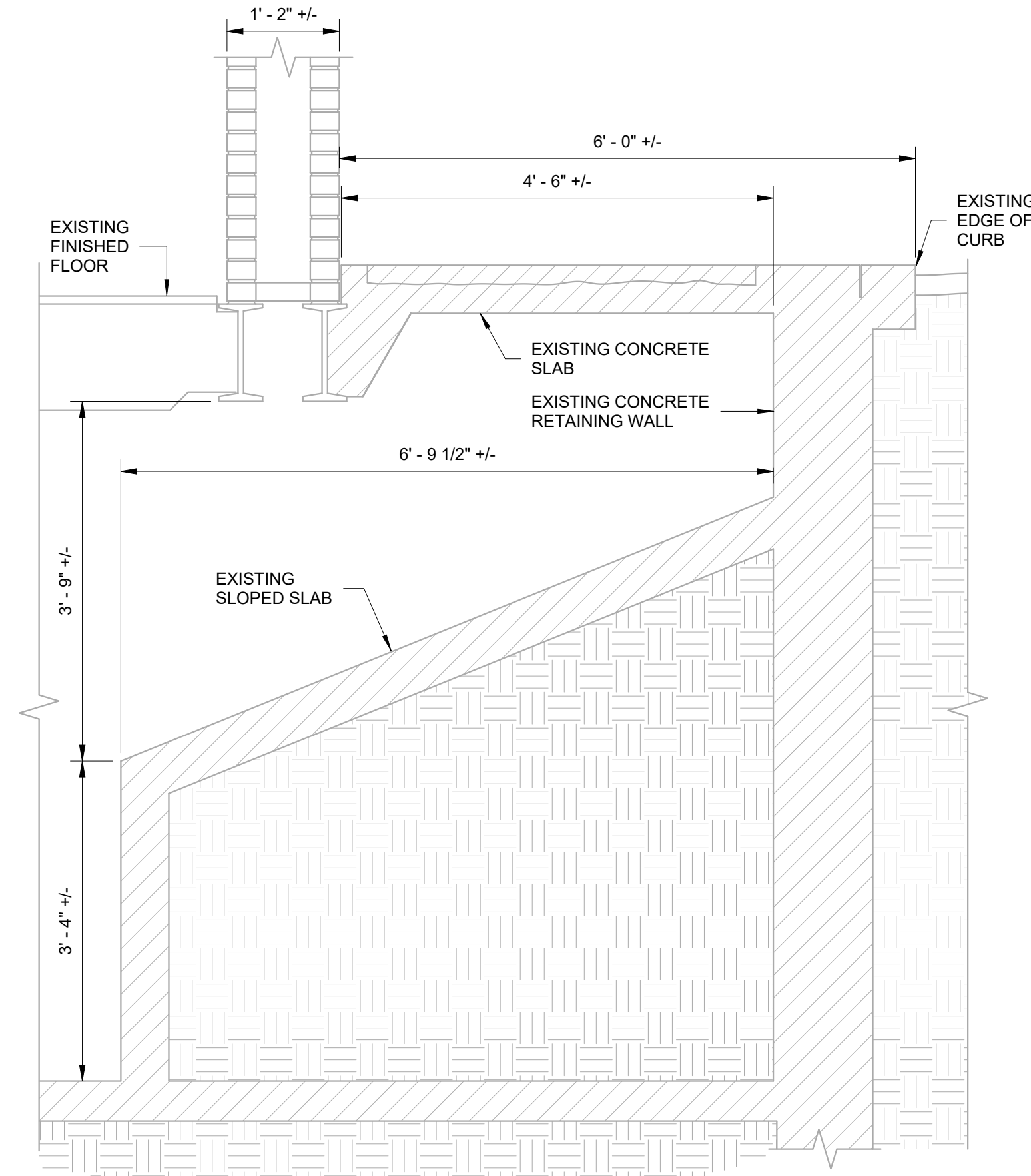
7 NORTH VAULT ALTERNATE - GLASS PAVERS
3/4" = 1'-0"



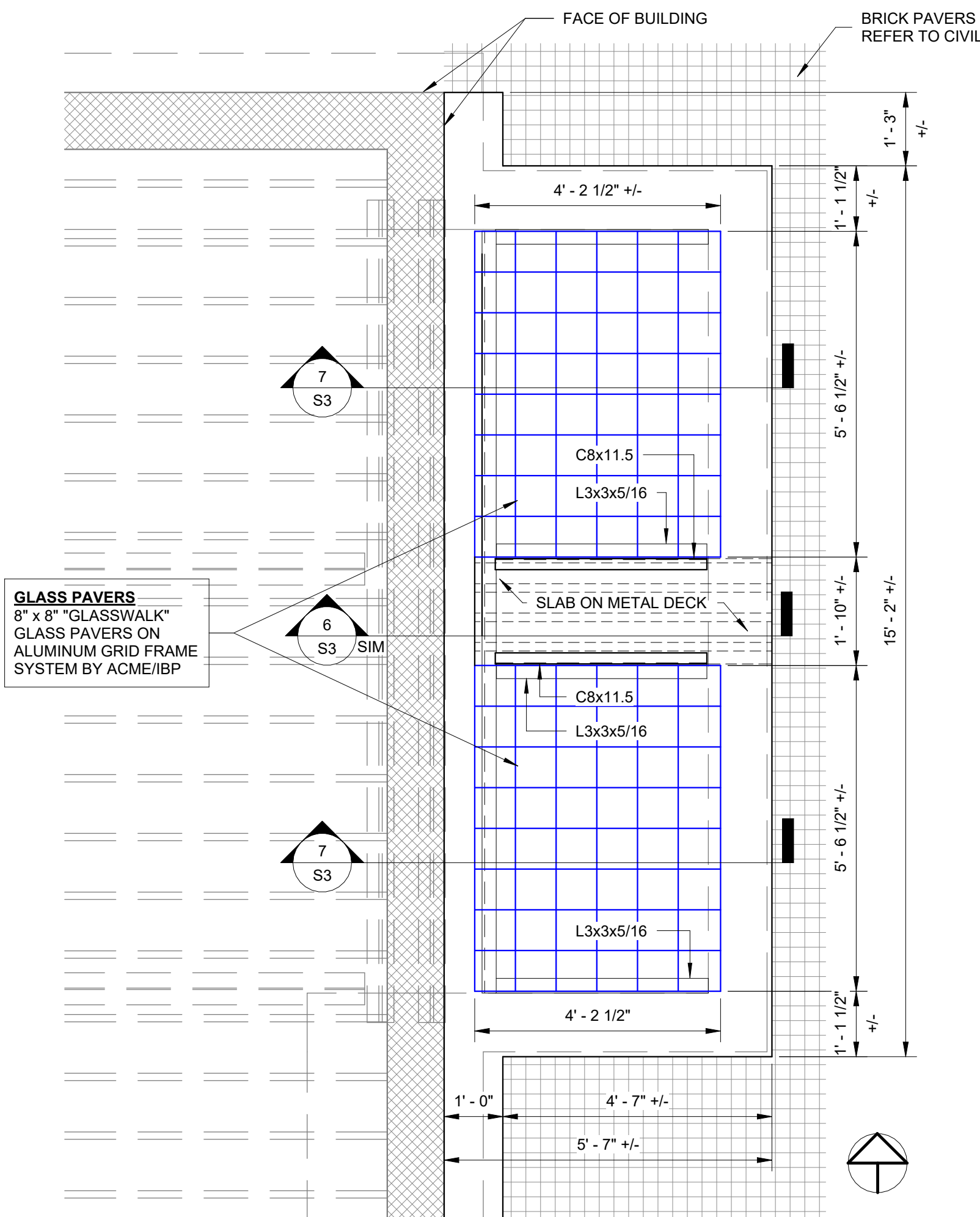
6 NORTH VAULT BASE BID - CONCRETE SLAB
3/4" = 1'-0"



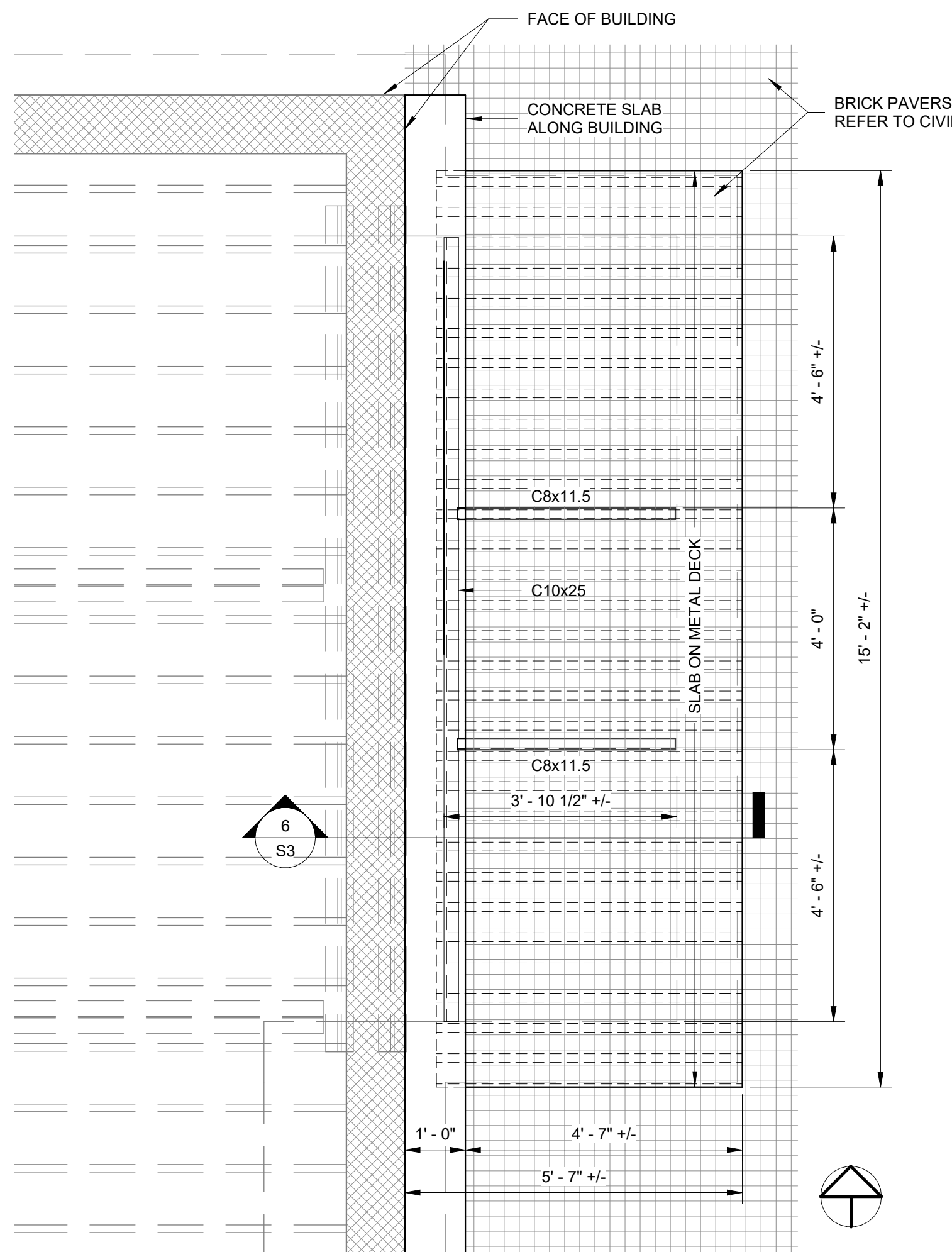
5 NORTH VAULT DEMOLITION
3/4" = 1'-0"



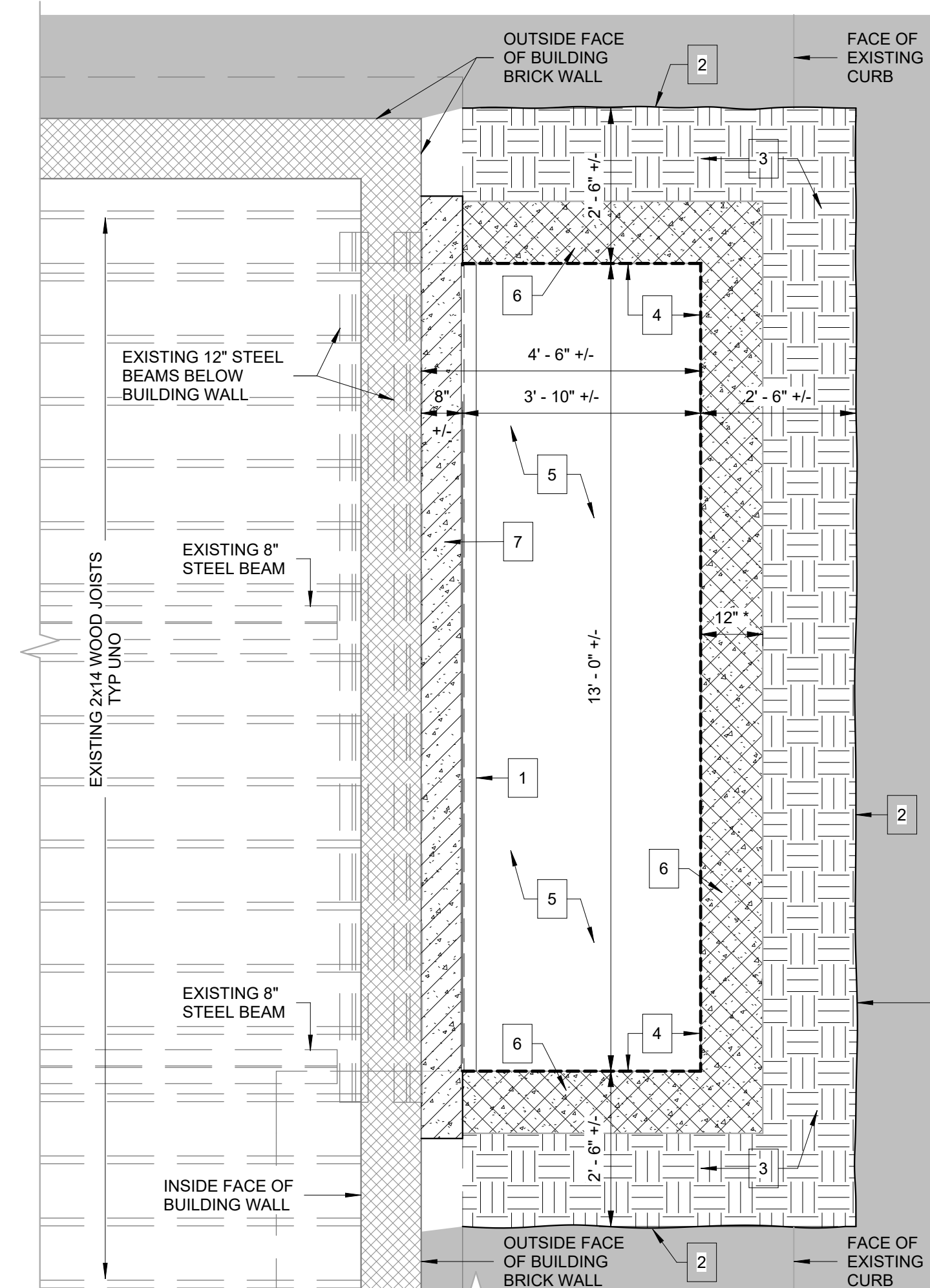
4 NORTH VAULT EXISTING CONDITIONS
3/4" = 1'-0"



3 NORTH VAULT ALTERNATE FRAMING PLAN
1/2" = 1'-0"



2 NORTH VAULT FRAMING PLAN
1/2" = 1'-0"



1 NORTH VAULT DEMOLITION PLAN
1/2" = 1'-0"

PERFORM THE FOLLOWING DEMOLITION WORK AND SUBSEQUENT CONSTRUCTION WORK:

- AFTER COMMUNICATING AND COORDINATING WORK AND SCHEDULE WITH THE OWNER OF 26 SE 1st STREET.

- AFTER TAKING MEASURES TO MITIGATE THE EXPOSURE OF THE BUILDING INTERIOR TO DUST AND WATER.

- 1 INSTALL NEW C10x25 AND STEEL BENT PLATE
- 2 REMOVE SIDEWALK AND PAVING AT EXTENTS SHOWN IN DEMOLITION PLAN
- 3 EXCAVATE SOIL ALONG OUTSIDE FACE OF VAULT WALL. KEEP SOIL FOR BACKFILL.
- 4 CUT SIDEWALK SLAB AT APPROXIMATELY THE INSIDE FACE OF EXISTING VAULT WALL.
- 5 REMOVE SIDEWALK SLAB ABOVE VAULT
- 6 CHIP AWAY A PORTION OF THE CONCRETE AT TOP OF WALL. SEE SECTION FOR EXTENTS.
- 7 CHIP AWAY A PORTION OF THE CONCRETE BETWEEN THE BUILDING WALL AND THE NEW C10 CHANNEL. SEE SECTION FOR EXTENTS.

* VAULT WALL THICKNESS IS UNKNOWN. BASE THE BID ON 12" THICKNESS AND PROVIDE UNIT COST FOR EACH ADDITIONAL INCH OF WALL THICKNESS, IF NECESSARY.

EXTENT OF PAVEMENT/
SIDEWALK REMOVAL
FOR VAULT WORK

INTERIM REVIEW
DOCUMENTS

NOT FOR BID OR
CONSTRUCTION

PREPARED BY:
JASON HART
TEXAS PE NO. 94518

JHE JASON HART ENGINEERING PLLC
15305 DALLAS PARKWAY 12TH FLOOR ADDISON, TEXAS | TBP# FIRM NO. 22967

No.	Description	Date
A	CONSULTANTS' COORDINATION	4/18/25

CITY OF PARIS

1st STREET PLAZA

NORTH VAULT PLANS & SECTIONS

Project number 2518
Date 04/18/2025

S3

CDBG GRANT NO: CDM23-0207

1ST STREET SE REVITALIZATION

FOR

CITY OF PARIS



AUGUST 2025

PREPARED BY:



5930 Summerhill Road 903.838.8533 telephone
Texarkana, TX 75503 903.832.4700 facsimile
TBPE No. 354



8.20.2025

MTG PROJECT NO. 246035

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CDBG GRANT NO. CDM23-0207 CITY OF PARIS – 1ST STREET SE REVITALIZATION

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00002	Table of Contents
00003	Index of Drawings

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(Items marked with an * must be returned with Bid.)

00010	Construction Advertisement and Invitation for Bids
00015	Instructions to Bidders for Construction
00020	*Statement of Bidder's Qualifications
00025	*Proposed Contracts Breakdown
00030	*Non-Collusion Affidavit of Prime Bidder
00035	*Contractor Certifications Regarding Civil Rights
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00060	*Contractor's Local Opportunity Plan
00065	*Certification Regarding Lobbying
00070	*Disclosure of Lobbying Activities with Instructions
00075	*Certificate of Interested Parties (Form 1295) with Instructions
00080	*Child Support Business Ownership Compliance

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A400	BABA Compliance Form
A401	BABA Checklist & Best Practices
A402	Contractor's BABA Compliance Certification
00210	HUD Section 3
00215	Target Section 3 Worker Map
00220	Section 3 Policy Issuance for Construction Contracts
00225	Section 3 Definitions
00230	Section 3 Requirements for Outreach and Reporting
A1022	CDBG Section 3 Status Summary
00235	Frequently Asked Questions for Section 3
CDBG 20-01	Federal Revisions for Section 3 Requirements
10.2.2	Section 3 Requirements
HUD-4010	Federal Labor Standards Provisions

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00250	Section 504 Certification – Policy of Non-Discrimination on the Basis of Disability
00255	Temporary Project Signage

CONSTRUCTION CONTRACT COMPLIANCE

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00405	Construction Contract
00410	General Conditions for Construction
00415	Performance Bond – EJCDC C-610
00420	Payment Bond – EJCDC C-615
00425	Attorney's Review Certification

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00600	Change Order Form
00610	Certificate of Construction Completion (COCC)
00620	Contractor's Final Payment Affidavit

TECHNICAL SPECIFICATIONS

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01 05 00	Field Engineering
01 09 00	Reference Standards
01 20 00	Price and Payment Procedures
01 30 00	Administrative Requirements
01 33 00	Submittal Procedures
01 40 00	Quality Requirements
01 50 00	Temporary Facilities and Controls
01 60 00	Product Requirements
01 70 00	Execution and Closeout Procedures
01 74 19	Construction Waste Management and Disposal

SECTION 33 – UTILITIES

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----------	---------------------------

BID ITEM DESCRIPTIONS AND GENERAL NOTES

Holophane Acrylic Washington Postlite (AW) Luminaire
Reliance Foundry Bollard R-7835

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C2.	1 ST STREET PLAZA PROPOSED CONDITIONS
C3.	BASE BID DEMOLITION PLAN
C4.	BASE BID DIMENSIONED SITE PLAN
C5.	BASE BID GRADING PLAN
C6.	ADD ALT 1 & ADD ALT 2 DEMOLITION & SITE PLAN
C7.	ADD ALT 1 & ADD ALT 2 GRADING PLAN
C8.	UTILITY PLAN (SHEET 1 OF 2) – STREET LIGHTING AND ADD ALT 4 - WATER LINES
C9.	UTILITY PLAN (SHEET 2 OF 2) – ADD ALT 1.A, ADD ALT 2.A AND ADD ALT 5
C10.	EROSION CONTROL PLAN
C11.	PAVING DETAILS
C12.	MISC. DETAILS
S1.	VAULT COVERS FRAMING ALONG 26 SE 1 ST STREET SITE PLAN, NOTES AND PHOTOS
S2.	SOUTH VAULT PLANS & SECTIONS
S3.	NORTH VAULT PLANS & SECTIONS

BIDDING REQUIREMENTS

Construction Advertisement and Invitation for Bids

The CITY OF PARIS will receive bids for 1ST STREET REVITALIZATION, under CDBG Grant Number CDM23-0207, until 2:00 PM on Thursday, the 11th day of September, 2025, at the Paris City Hall, 135 SE 1st Street, Paris, TX 75460. The bids will be publicly opened and read aloud at 2:00 PM on the 11th day of September, 2025, at the Paris City Hall, 135 SE 1st Street, Paris, TX 75460.

An optional Pre-Bid Meeting will be held on Wednesday, September 3, 2025, at 10:00 AM at the Paris City Hall.

Bids are invited for several items and quantities of work, including the following:

Demolition of existing 1st Street pavement section, to be replaced with brick paver pedestrian plaza and associated sidewalk improvements, including bollards, lighting and irrigation.

Bid/Contract Documents, including Drawings and Technical Specifications, are on file for review at the Paris City Hall, 135 SE 1st Street, Paris, TX 75460, and with MTG Engineers & Surveyors, Inc., 5930 Summerhill Road, Texarkana, TX 75503.

Electronic copies of the Bid/Contract Documents may be obtained at no charge, or printed copies may be obtained for \$75.00 per set, from MTG Engineers & Surveyors, Inc., by contacting (903) 838-8533 or via email to DonnaCooper@mtgengineers.com.

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

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

The CITY OF PARIS reserves the right to reject any or all bids or to waive any informalities in the bidding.

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

CITY OF PARIS
Mihir "Mark" Pankaj, Mayor
August 18, 2025

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

Instructions to Bidders for Construction

1. Use of Separate Bid Forms

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

2. Interpretations or Addenda

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

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

3. Inspection of Site

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

4. Alternate Bid Items

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

5. Bids

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

- c) Bid documents, including but not limited to the bid, the bid bond(s), the contractor's certifications, Local Opportunity Plan, Conflict of Interest Questionnaire, Non-collusion Affidavit of Prime Bidder, Certification Regarding Lobbying, and the Statement of the Bidder's Qualifications, shall be sealed in an envelope and clearly labeled with the words "Bid Documents", the project number, name of bidder and the date and time of bid opening.
- d) The City may consider as irregular any bid on which there is an alteration of or departure from the bid form and, at its option, may reject any irregular bid.
- e) If a contract is awarded, it will be awarded to a responsible bidder on the basis of the lowest best bid and the selected alternate bid items, if any. The contract will require the completion of the work in accordance with the contract documents.

6. Bid Modifications Prior to Bid Opening

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

7. Bid Bond

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

8. Statement of Bidders Qualifications

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

9. Unit Price

The unit price for each of the several items in the bid shall include its pro rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to this requirement may be rejected as informal.

Special attention is drawn to this condition, as the unit prices will be used to determine the amount of any change orders resulting from an increase or decrease in quantities.

10. Corrections

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

11. Time for Receiving Bids

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

12. Opening of Bids

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

13. Withdrawal of Bids

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

14. Award of Contract/Rejection of Bids

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

15. Execution of Agreement/Performance and Payment Bonds

- a) Performance Bonds - Requires all prime contractors which enter into a formal contract in excess of \$100,000 with the State, a county, or a municipality; a department, board, or agency of the state, a county, or a municipality; and a school district or a subdivision thereof, to obtain a Performance Bond in the amount of the contract before commencing with work.
- b) Payment Bonds - Requires all prime contractors which enter into a formal contract with the State, a county, or a municipality; a department, board, or agency of the state, a county, or a municipality; and a school district or a subdivision thereof, to furnish to the governmental entity a payment bond in the amount of the contract. The payment bond must be filed within 30 days from the date of the Notice of Award.
 - Municipalities: If the contract is in excess of \$50,000, a payment bond is required.
 - Counties: If the contract is in excess of \$25,000, a payment bond is required.

- c) The failure of the successful bidder to execute the agreement and supply the required bonds within thirty (30) days from the date of the notice of award-or within such extended period as the locality may grant, shall constitute a default and the locality may, at its option either award the contract to the next lowest responsible bidder, or re-advertise for bids. In either case, the locality may charge against the bidder the difference between the amount of the bid, and the amount for which a contract is subsequently executed irrespective of whether this difference exceeds the amount of the bid bond. If a more favorable bid is received through re-advertisement, the defaulting bidder shall have no claim against the locality for a refund.

16. Wages and Salaries

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

17. Equal Employment Opportunity

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

18. Certification Regarding Lobbying

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

19. Build America, Buy America (BABA) – Domestic Preference

Pursuant to the Buy America Build America Act (BABA), Grant Recipients that receive funding for infrastructure project must ensure that:

- a) all iron and steel used in the project are produced in the United States - this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and
- b) specifically listed manufactured products - this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and:
- Metals other than iron or steel (non-ferrous metals),
 - Lumber,
 - Composite building materials, and
 - Plastic and polymer-based pipe and tube materials, including PVC pipe.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Documentation of BABA compliance must be provided for a minimum of 95% of all iron, steel, manufactured products, and construction materials used in the project. The bidder must provide an itemization to identify the products, quantities, and costs as support documentation using Form A400 (included in this solicitation). The bid tab is generally not sufficiently detailed to itemize each separate product or material.

All contractors must provide written evidence from the manufacturer or supplier that:

- Identifies the item purchased;
- Affirms the location of manufacture as within the United States; and
- Is signed by an authorized company representative.

A Form A400 and its instructions (Form A401) are provided herein to assist in compliance with these requirements.

Statement of Bidder's Qualifications

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

Date: _____

Bidder
(Legal Name of Firm): _____

Date Organized: _____

Name of Owner(s): _____

Address: _____

Date Incorporated: _____

Federal ID Number: _____

Number of Years in contracting
business under present name _____

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

Work Presently Under Contract:

Contract	\$ Amount	Completion Date

Attach additional sheets if necessary

Type of work performed by your company: _____

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

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

☐ Yes

☐ No

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

☐ Yes ☐ No

Has your organization had any disbarments or suspensions that have been imposed in the past five years or that was still in effect during the five-year period or is still in effect? *(If yes, list and explain; such list must include disbarments and suspensions of officers, principals, partners, members, and employees of your organization.)*

☐ Yes ☐ No

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

Project	\$ Amount	Month/Year Completed

Attach additional sheets if necessary

Major equipment available for this contract:

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

☐ Yes ☐ No

(Optional) Minority Business Reporting Information:

Owner's Race: _____

Owner's Ethnicity: _____

Owner's Gender: _____

Are you a Section 3 business? ☐ Yes ☐ No

Section 3 Business Concerns:

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

Bank References

Address: _____ Contact Name: _____

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

Credit available: \$ _____

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

☐ Yes ☐ No

Additional Attachments

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

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

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

Signed this _____ day of _____, 20____.

Signature

Printed Name and Title

Company Name

Notary Statement:

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

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

Signature of Notary Public

Printed Name

My Commission Expires: _____

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

Proposed Contracts Breakdown

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

No. of Contracts – Number of contracts under this category

Approximate Total Dollar Amount – Total amount of each contract

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

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

Estimated Project Workforce Breakdown

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

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

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

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

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

PROPOSED CONTRACTS BREAKDOWN

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

ESTIMATED PROJECT WORKFORCE BREAKDOWN

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

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Texas)

County of _____)

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

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

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

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

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

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

(Signed) _____

Title

Subscribed and sworn to me this _____ day of _____, 20_____.

By: _____

Notary Public

My commission expires _____

CONTRACTOR CERTIFICATIONS

U.S. Department of Housing and Urban Development

CERTIFICATION OF BIDDER REGARDING CIVIL RIGHTS LAWS AND REGULATIONS

INSTRUCTIONS

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

NAME AND ADDRESS OF BIDDER (include ZIP Code)

CERTIFICATION BY BIDDER

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

☐ Yes

☐ No

The undersigned hereby certifies that:

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

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

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

☐ Yes

☐ No

NAME AND TITLE OF SIGNER (Please type)

SIGNATURE

DATE

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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.

WAGE RATE DECISION

"General Decision Number: TX20250028 01/03/2025

Superseded General Decision Number: TX20240028

State: Texas

Construction Type: Highway

Counties: Anderson, Angelina, Bosque, Camp, Cass, Cherokee, Erath, Falls, Fannin, Franklin, Freestone, Grimes, Hamilton, Henderson, Hill, Hood, Hopkins, Houston, Jack, Jasper, Lamar, Leon, Limestone, Madison, Marion, Milam, Morris, Nacogdoches, Navarro, Newton, Palo Pinto, Panola, Polk, Rains, Red River, Sabine, San Augustine, Shelby, Somervell, Titus, Trinity, Tyler, Van Zandt, Walker, Washington and Wood Counties in Texas.

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

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

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

conformance request.

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

Modification Number	Publication Date
0	01/03/2025

SUTX2011-009 08/08/2011

	Rates	Fringes
CONCRETE FINISHER (Paving and Structures).....	\$ 13.38	**
ELECTRICIAN.....	\$ 20.92	
FORM BUILDER/FORM SETTER		
Paving & Curb.....	\$ 11.33	**
Structures.....	\$ 13.07	**
LABORER		
Asphalt Raker.....	\$ 11.34	**
Flagger.....	\$ 9.03	**
Laborer, Common.....	\$ 10.30	**
Laborer, Utility.....	\$ 11.53	**
Pipelayer.....	\$ 13.24	**
Work Zone Barricade		
Servicer.....	\$ 11.22	**
POWER EQUIPMENT OPERATOR:		
Agricultural Tractor.....	\$ 12.35	**
Asphalt Distributor.....	\$ 14.36	**
Asphalt Paving Machine.....	\$ 12.92	**
Broom or Sweeper.....	\$ 10.30	**
Concrete Pavement		
Finishing Machine.....	\$ 19.31	
Concrete Paving, Curing,		
Float, Texturing Machine....	\$ 16.34	**
Crane, Hydraulic 80 Tons		
or Less.....	\$ 20.21	
Crane, Lattice boom 80		
Tons or less.....	\$ 14.67	**
Crane, Lattice boom over		
80 Tons.....	\$ 17.49	**
Crawler Tractor.....	\$ 13.38	**
Excavator 50,000 pounds or		
less.....	\$ 13.88	**
Excavator, Over 50,000		
pounds.....	\$ 16.22	**
Foundation Drill, Truck		
Mounted.....	\$ 20.76	
Front End Loader 3 cu yd		
or Less.....	\$ 12.89	**
Front End Loader, over 3		
cu yd.....	\$ 12.32	**
Loader/Backhoe.....	\$ 12.87	**
Mechanic.....	\$ 18.58	
Milling Machine.....	\$ 12.86	**
Motor Grader, Fine Grade....	\$ 17.07	**
Motor Grader, Rough.....	\$ 15.12	**
Pavement Marking Machine....	\$ 13.17	**
Reclaimer/Pulverizer.....	\$ 10.46	**

Roller, Asphalt.....\$ 11.68 **
 Roller, other.....\$ 10.30 **
 Scraper.....\$ 12.43 **
 Spreader Box.....\$ 13.68 **

Servicer.....\$ 13.83 **

Steel Worker (Reinforcing).....\$ 15.83 **

TRUCK DRIVER

Lowboy-Float.....\$ 14.30 **
 Off Road Hauler.....\$ 12.23 **
 Single Axle.....\$ 10.30 **
 Single or Tandem Axle Dump..\$ 12.28 **
 Tandem Axle Tractor with
 Semi Trailer.....\$ 12.50 **

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

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

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

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

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

rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

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

Union Average Rate Identifiers

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

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

Survey Rate Identifiers

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

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

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

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

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

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

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

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

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

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END OF GENERAL DECISION"

BID PROPOSAL FORM

I. SPECIFICATIONS

Please refer to the Project Specifications section by MTG Engineers & Surveyors, Inc. for technical specifications and general notes of the project.

II. SOLICITATION RESPONSE FORM UNIT PRICE CONTRACT

PROJECT NAME: Paris - CDBG Grant - 1st Street SE Revitalization

Bid of _____,
(hereinafter called Bidder)

To: CITY OF PARIS, (hereinafter called Owner)

Ladies and Gentlemen:

The Bidder, in compliance with your Invitation to Bid, having carefully examined the plans, specifications, instructions to bidders, notice to bidders and all other related contract documents and the site of the intended work, and being familiar with all of the conditions surrounding the construction of the intended project including the availability of materials and labor, hereby intends to furnish all labor, materials, and supplies; and to construct the project in accordance with the plans, specifications and contract documents, within the time set forth therein and at the price stated below.

The bidder binds himself on acceptance of his bid to execute a contract and any required bonds, according to the accompanying forms, for performing and completing the said work within the time stated and for the prices stated below.

The bidder binds himself on acceptance of his bid to execute a contract and any required bonds, according to the accompanying forms, for performing and completing the said work within the time stated and for the prices stated below.

Base Bid

ITEM NO.	DESCRIPTION	SPEC ITEM	EST. QTY.	UNIT	UNIT PRICE	EXTENDED AMOUNT
1	MOBILIZATION, INSURANCE, & BONDING	TxDOT Spec 500	1	LS	\$	\$
2	FURNISH AND INSTALL TRAFFIC CONTROL	TxDOT Spec 500	1	LS	\$	\$
3	STORMWATER POLLUTION PREVENTION PLAN AND EROSION CONTROL	TxDOT Spec 506	1	LS	\$	\$

_____ **Bidder's Initials**

ITEM NO.	DESCRIPTION	SPEC ITEM	EST. QTY.	UNIT	UNIT PRICE	EXTENDED AMOUNT
4	REMOVE & DISPOSE EXIST PAVEMENT (VARIABLE DEPTH)	TxDOT Spec 105	983	SY	\$	\$
5	REMOVE CONC CURB & GUTTER	TxDOT Spec 104	565	LF	\$	\$
6	REMOVE CONC SIDEWALK	TxDOT Spec 104	421	SY	\$	\$
7	FURNISH AND INSTALL CONC BARRIER FREE RAMP (TYPE 1)	TxDOT Spec 531	4	EA	\$	\$
8	INSTALL CONC SIDEWALKS (4")	TxDOT Spec 531	238	SY	\$	\$
9	FURNISH AND INSTALL CURB AND GUTTER	TxDOT Spec 529	112	LF	\$	\$
10	INSTALL ASPHALT PAVEMENT (VARIABLE DEPTH)	TxDOT Spec 341	41	SY	\$	\$
11	INSTALL CONCRETE ROAD BASE (6")	TxDOT Spec 275	1064	SY	\$	\$
12	STRUCTURAL: BRICK PAVING STONE	TxDOT Spec 528	1	LS	\$	\$
13	FURNISH AND INSTALL RED BRICK PAVING STONE	TxDOT Spec 528	808.7	SY	\$	\$
14	FURNISH AND INSTALL GRAY BRICK PAVING STONE	TxDOT Spec 528	97.4	SY	\$	\$
15	FURNISH AND INSTALL RED SPONSOR PAVING STONE (Brick Provided by City)	TxDOT Spec 528	7.1	SY	\$	\$
16	REMOVABLE BOLLARDS	TxDOT Spec 5005	8	EA	\$	\$
17	TRENCH DRAIN	TxDOT Spec 474	234	LF	\$	\$
18	INSTALL LIGHT POLE	TxDOT Spec 610	4	EA	\$	\$
19	INSTALL CONDUIT BY TRENCH	TxDOT Spec 618	196	LF	\$	\$
20	INSTALL TRAFFIC RATED CONCRETE PULL BOX	TxDOT Spec 465	1	EA	\$	\$
21	ADJUST TO GRADE- LIGHTPOLE	TxDOT Spec 610	2	EA	\$	\$
22	ADJUST TO GRADE- TELEPHONE MANHOLE	TxDOT Spec 479	1	EA	\$	\$

_____ Bidder's Initials

ITEM NO.	DESCRIPTION	SPEC ITEM	EST. QTY.	UNIT	UNIT PRICE	EXTENDED AMOUNT
23	ADJUST TO GRADE- SEWER MANHOLE	TxDOT Spec 479	2	EA	\$	\$
24	ADJUST TO GRADE- WATER METER	TxDOT Spec 7040	4	EA	\$	\$
25	ADJUST TO GRADE - WATER VALVE	TxDOT Spec 7040	4	EA	\$	\$
26	PAVEMENT MARKING	TxDOT Spec 666	1	LS	\$	\$
27	REMOVE AND RESET FIRE HYDRANT	TxDOT Spec 7033	1	EA	\$	\$
28	REMOVE AND RESET TRAFFIC SIGNS	TxDOT Spec 644	6	EA	\$	\$
29	REMOVE TRENCH DRAIN	TxDOT Spec 104	30	LF	\$	\$
30	REMOVE AND RESET BENCH		1	EA	\$	\$
31	REMOVE AND RESET TRASH CAN		1	EA	\$	\$
Base Bid Amount					\$	

_____ Bidder's Initials

Add. Alternate 1

ITEM NO.	DESCRIPTION	SPEC ITEM	EST. QTY.	UNIT	UNIT PRICE	EXTENDED AMOUNT
A1-1	REMOVE & DISPOSE EXIST PAVEMENT (VARIABLE DEPTH)	TxDOT Spec 105	89	SY	\$	\$
A1-2	REMOVE CONC CURB & GUTTER	TxDOT Spec 104	109	LF	\$	\$
A1-3	REMOVE CONC SIDEWALK	TxDOT Spec 104	94	SY	\$	\$
A1-4	FURNISH AND INSTALL 2" CONDUIT	TxDOT Spec 618	745	LF	\$	\$
A1-5	ELECTRICAL PULL BOX	TxDOT Spec 624	8	EA	\$	\$
A1-6	INSTALL CONC SIDEWALKS (4")	TxDOT Spec 531	114	SY	\$	\$
A1-7	FURNISH AND INSTALL CURB AND GUTTER	TxDOT Spec 529	76	LF	\$	\$
A1-8	INSTALL ASPHALT PAVEMENT (VARIABLE DEPTH)	TxDOT Spec 316	23	SY	\$	\$
A1-9	INSTALL TRENCH DRAIN	TxDOT Spec 474	51	LF	\$	\$
A1-10	FURNISH AND INSTALL CONC BARRIER FREE RAMP (TYPE 1)	TxDOT Spec 531	4	EA	\$	\$
A1-11	ADJUST TO GRADE- WATER METER	TxDOT Spec 7040	5	EA	\$	\$
A1-12	PAVEMENT MARKING	TxDOT Spec 666	1	LS	\$	\$
A1-13	REMOVE AND RESET TRAFFIC SIGNS	TxDOT Spec 644	1	EA	\$	\$
A1-14	REMOVE AND RESET BENCH		1	EA	\$	\$
A1-15	REMOVE AND RESET TRASH CAN		1	EA	\$	\$
Alternate 1 Bid Amount					\$	

_____ Bidder's Initials

Add. Alternate 1.A

ITEM NO.	DESCRIPTION	SPEC ITEM	EST. QTY.	UNIT	UNIT PRICE	EXTENDED AMOUNT
A1.A-1	IRRIGATION WATER SERVICE BY TRENCH	TxDOT Spec 170	47	LF	\$	\$
A1.A-2	IRRIGATION WATER SERVICE BY BORE	TxDOT Spec 170	68	LF	\$	\$
A1.A-3	LANDSCAPE IRRIGATION (PER BED)	TxDOT Spec 170	4	EA	\$	\$
A1.A-4	LANDSCAPING (PER LANDSCAPE BED ALLOWANCE)	TxDOT Spec 170	4	EA	\$	\$
A1.A-5	1" PLUG	TxDOT Spec 170	2	EA	\$	\$
A1.A-6	3" ENCASEMENT	TxDOT Spec 170	68	LF	\$	\$
Alternate 1.A Bid Amount					\$	

_____ Bidder's Initials

Add. Alternate 2

ITEM NO.	DESCRIPTION	SPEC ITEM	EST. QTY.	UNIT	UNIT PRICE	EXTENDED AMOUNT
A2-1	REMOVE & DISPOSE EXIST PAVEMENT (VARIABLE DEPTH)	TxDOT Spec 105	98	SY	\$	\$
A2-2	REMOVE CONC CURB & GUTTER	TxDOT Spec 104	106	LF	\$	\$
A2-3	REMOVE CONC SIDEWALK	TxDOT Spec 104	95	SY	\$	\$
A2-4	INSTALL CONC SIDEWALKS (4")	TxDOT Spec 531	119	SY	\$	\$
A2-5	FURNISH AND INSTALL CURB AND GUTTER	TxDOT Spec 529	81	LF	\$	\$
A2-6	INSTALL ASPHALT PAVEMENT (VARIABLE DEPTH)	TxDOT Spec 316	23	SY	\$	\$
A2-7	INSTALL TRENCH DRAIN	TxDOT Spec 474	45	LF	\$	\$
A2-8	FURNISH AND INSTALL CONC BARRIER FREE RAMP (TYPE 1)	TxDOT Spec 531	4	EA	\$	\$
A2-9	ADJUST TO GRADE- WATER METER	TxDOT Spec 192	2	EA	\$	\$
A2-10	REMOVE AND RESET FIRE HYDRANT	TxDOT Spec 5166	1	EA	\$	\$
A2-11	PAVEMENT MARKING	TxDOT Spec 666	1	EA	\$	\$
A2-12	REMOVE AND RESET TRAFFIC SIGNS	TxDOT Spec 644	1	EA	\$	\$
Alternate 2 Bid Amount					\$	

_____ Bidder's Initials

Add. Alternate 2.A

ITEM NO.	DESCRIPTION	SPEC ITEM	EST. QTY.	UNIT	UNIT PRICE	EXTENDED AMOUNT
A2.A-1	IRRIGATION WATER SERVICE BY TRENCH	TxDOT Spec 170	46	LF	\$	\$
A2.A-2	IRRIGATION WATER SERVICE BY BORE	TxDOT Spec 170	42	LF	\$	\$
A2.A-3	LANDSCAPE IRRIGATION (PER BED)	TxDOT Spec 170	4	EA	\$	\$
A2.A-4	LANDSCAPING (PER LANDSCAPE BED ALLOWANCE)	TxDOT Spec 192	4	EA	\$	\$
A2.A-5	8" X 1" TAPPING SLEEVE	TxDOT Spec 170	1	EA	\$	\$
A2.A-6	1" GATE VALVE	TxDOT Spec 170	1	EA	\$	\$
A2.A-7	1" RPZ	TxDOT Spec 170	1	EA	\$	\$
A2.A-8	1" PLUG	TxDOT Spec 170	1	EA	\$	\$
A2.A-9	3" ENCASEMENT	TxDOT Spec 170	42	LF	\$	\$
Alternate 2.A Bid Amount					\$	

_____ Bidder's Initials

Add. Alternate 3

ITEM NO.	DESCRIPTION	SPEC ITEM	EST. QTY.	UNIT	UNIT PRICE	EXTENDED AMOUNT
A3-1	STRUCTURAL: GLASS PAVING STONE	TxDOT Spec 528	1	LS	\$	\$
A3-2	DEDUCT: STRUCTURAL BRICK PAVERS	TxDOT Spec 528	1	LS	\$	\$
A3-3	DEDUCT: RED BRICK PAVING STONE	TxDOT Spec 528	11	SY	\$	\$

Alternate 3 Bid Amount	\$
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_____ Bidder's Initials

Add. Alternate 4

ITEM NO.	DESCRIPTION	SPEC ITEM	EST. QTY.	UNIT	UNIT PRICE	EXTENDED AMOUNT
A4-1	IRRIGATION WATER SERVICE BY TRENCH	TxDOT Spec 170	401	LF	\$	\$
A4-2	IRRIGATION WATER SERVICE BY BORE	TxDOT Spec 170	15	LF	\$	\$
A4-3	8" X 1" TAPPING SLEEVE	TxDOT Spec 170	1	EA	\$	\$
A4-4	1" GATE VALVE	TxDOT Spec 170	1	EA	\$	\$
A4-5	1" RPZ	TxDOT Spec 170	1	EA	\$	\$
A4-6	LANDSCAPE IRRIGATION (PER BED)	TxDOT Spec 170	8	EA	\$	\$
A4-7	LANDSCAPING (PER LANDSCAPE BED ALLOWANCE)	TxDOT Spec 192	8	EA	\$	\$
A4-8	1" PLUG	TxDOT Spec 170	4	EA	\$	\$
A4-9	1" X 3/4" TEE	TxDOT Spec 170	1	EA	\$	\$
A4-10	NON-FREEZE GROUND HYDRANT BOX W/ HEAVY DUTY COVER	TxDOT Spec 170	1	EA	\$	\$
A4-11	1" X 1" TEE	TxDOT Spec 170	1	EA	\$	\$
A4-12	ASPHALT PAVEMENT PATCHING	TxDOT Spec 170	11	SY	\$	\$
Alternate 4 Bid Amount					\$	

_____ Bidder's Initials

Add. Alternate 5

ITEM NO.	DESCRIPTION	SPEC ITEM	EST. QTY.	UNIT	UNIT PRICE	EXTENDED AMOUNT
A5-1	INSTALL ELECTRIC BUMP-OUT	TxDOT Spec 628	4	EA	\$	\$
A5-2	INSTALL CONDUIT BY TRENCH	TxDOT Spec 618	880	LF	\$	\$
A5-3	INSTALL TRAFFIC RATED CONCRETE PULL BOX	TxDOT Spec 465	8	EA	\$	\$

Alternate 5 Bid Amount	\$
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TOTAL BASE BID	\$ _____
TOTAL BID ALTERNATE #1	\$ _____
TOTAL BID ALTERNATE #1.A	\$ _____
TOTAL BID ALTERNATE #2	\$ _____
TOTAL BID ALTERNATE #2.A	\$ _____
TOTAL BID ALTERNATE #3	\$ _____
TOTAL BID ALTERNATE #4	\$ _____
TOTAL BID ALTERNATE #5	\$ _____
TOTAL BID AMOUNT	\$ _____

_____ Bidder's Initials

Bidder hereby agrees to commence the work on the above project on a date to be specified in a written "Notice to Proceed" of the Owner and to substantially complete within 90 calendar days; thereafter, as stipulated in the specifications and other contract documents. Bidder hereby further agrees to pay to Owner as liquidated damages the sum of \$500 per day in excess of the time set forth herein above for completion of this project, all as more fully set forth in the general conditions of the contract documents.

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

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

The undersigned Bidder hereby declares that he has visited the site of the work and has carefully examined the plans, specifications and contract documents pertaining to the work covered by this bid, and he further agrees to commence work on or before the date specified in the written notice to proceed, and to substantially complete the work on which he has bid; as provided in the contract documents.

Bidders are required, whether or not a payment or performance bond is required, to submit a cashier's check or certified check issued by a bank satisfactory to the CITY OF PARIS, or a bid bond from a reliable surety company, payable without recourse to the order of the CITY OF PARIS in an amount not less than five percent (5%) of the total amount of the bid submitted as a guarantee that bidder will enter into a contract, obtain all required insurance policies, and execute all necessary bonds (if required) within ten (10) business days after notice of award of the contract.

Enclosed with this bid is a Cashier's Check or Certified Check for _____ Dollars (\$_____) or a Bid Bond in the sum of _____ Dollars (\$_____), which it is agreed shall be collected and retained by the Owner as liquidated damages in the event the bid is accepted by the Owner and the undersigned fails to execute the necessary contract documents, insurance certificates, and the required bond (if any) with the Owner within ten (10) business days after the date of receipt of written notification of acceptance of said bid; otherwise, said check or bond shall be returned to the undersigned upon demand.

Bidder understands and agrees that the contract to be executed by Bidder shall be bound and include all contract documents made available for inspection in accordance with the Notice to Bidders.

_____ Bidder's Initials

Pursuant to Texas Local Government Code 252.043(a), a competitive sealed bid that has been opened may not be changed for the purpose of correcting an error in the bid price. THEREFORE, ANY CORRECTIONS TO THE BID PRICE MUST BE MADE ON THE BID SUBMITTAL FORM PRIOR TO THE BID OPENING.

Date: _____

Authorized Signature

(Seal if Bidder is a Corporation)

(Printed or Typed Name)

Company

Address

_____, _____
City County

_____, _____
State Zip

Telephone: _____ - _____

Fax: _____ - _____

FEDERAL TAX ID or SOCIAL SECURITY NO.:

EMAIL:

ATTEST:

Secretary

Bidder acknowledges receipt of the following
Addenda:

Addenda No. _____ Date _____

Addenda No. _____ Date _____

Addenda No. _____ Date _____

Addenda No. _____ Date _____

Bid Bond

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

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

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

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

(SEAL)

Title: _____

Attest: By: _____

Affix
Corporate
Seal

(SEAL)

Title: _____

Attest: By: _____

Affix
Corporate
Seal

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

Corporate
Seal

Title: _____

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

Contractor's Local Opportunity Plan

_____ agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the CITY OF PARIS.

- i) To ascertain from the City's CDBG program official the exact boundaries of the project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- ii) To attempt to recruit from within the city the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within and servicing the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.
- iii) To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- iv) To insert this plan in all bid documents and to require all bidders on subcontracts to submit an affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- v) To ensure that subcontracts (greater than \$10,000), which are typically let on a negotiated rather than a bid basis in areas other than the covered project area, are also let on a negotiated basis, whenever feasible, in a covered project area.
- vi) To formally contact unions, subcontractors, and trade associations to secure their cooperation in this effort.
- vii) To ensure that all appropriate project area business concerns are notified of pending sub-contractual opportunities.
- viii) To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.

- ix) To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this plan.
- x) To maintain records concerning the amount and number of contracts, subcontracts, and purchases which contribute to objectives.
- xi) To maintain records of all projected work force needs for all phases of the project by occupation, trade, skill level, and number of positions and to update these projections based on the extent to which hiring meets these Local Opportunity objectives.

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

Signature

Printed Name

Title

Date

Certification Regarding Lobbying

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

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

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

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

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

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

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

Signature of Contractor's Authorized Official

Printed Name and Title of Contractor's Authorized Official

Date

Disclosure of Lobbying Activities

Instructions For Completion of SF-LLL, Disclosure of Lobbying Activities

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

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

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

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure)

1. Type of Federal Action: a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application _____ b. initial award c. post-award	3. Report Type: a. initial filing _____ b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known: Congressional District, <i>if known</i> :		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, <i>if known</i> :
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, <i>if applicable</i> : _____	
8. Federal Action Number, <i>if known</i> :	9. Award Amount , <i>if known</i> : \$	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi- annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Federal Use Only		Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____ Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

OFFICE USE ONLY

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

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

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

City of Paris, TX

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

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

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

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

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

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Instructions for Completing the Certificate of Interested Parties Form 1295

Congratulations on being selected by to perform engineering services on this project. Please note that effective January 1, 2016, pursuant to Texas Government Code, Section 2252.908 (the “Interested Party Disclosure Act”), the County may not award a contract unless the vendor submits a Certificate of Interested Parties Form 1295 (the “Disclosure Form”) to the **City/County** as prescribed by the Texas Ethics Commission.

This notification will serve as conditional acceptance of your proposal until the Disclosure Form is received.¹ The **City/County** must receive this prior to executing your contract but no later than 21 days after this notice. Please promptly submit the materials described below.

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

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

You must:(i) complete the Disclosure Form electronically at the TEC’s “electronic portal”,
and
(ii) print, sign and deliver a copy (scanned and emailed is fine) of the Disclosure Form and Certification of Filing that is generated by the TEC’s “electronic portal.”

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

Also, a detailed instruction video may be found here:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

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

¹ A completed Form 1295 is not required for:

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

CHILD SUPPORT STATEMENT

In accordance with Section 231.006 of the Texas Family Code, a child support obligator who is 30 or more days delinquent in paying child support is not eligible to:

1. Enter into a contract to provide property, materials or services under a contract with the state; or
2. Receive a state-funded grant or loan.

Under Section 231.006(d) of the Texas Family Code, regarding Child Support, the vendor or contractor certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified contract and associated payments and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate.

State of Texas Child Support Business Ownership Form

City: Paris

Project Name: 1st Street SE Revitalization

Contract #: CDBG Grant No. CDM23-0207

Business Entity Submitting Bid: _____

Section 231.006, Family Code, requires a bid for a contract paid from state funds to include the names and social security number of individuals owning 25% or more of the business entity submitting the bid.

1. In the spaces below please provide the names and social security number of individuals owning 25% or more of the business.

Name	Social Security Number
_____	_____
_____	_____
_____	_____
_____	_____

2. Please check the box below if no individual owns 25% or more of the business.

() No individual own 25% or more of the business.

Except as provided by Section 231.302(d), Family Code, a social security number is confidential and may be disclosed only for the purpose of responding to a request for information from an agency operating under the provisions of Part A and D to Title IV of the Federal Social Security Act (42 USC Section 601-617 and 651-699).

Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

The information collected on this form will be maintained by _____. With few exceptions, you are entitled on request to be informed about the information collected about you. Under Sections 552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under Section 559.004 of the Government Code, you are also entitled to have information about you corrected that you believe is incorrect.

Signature

Date

Printed Name

IF THIS PROJECT IS A JOINT VENTURE,

ALL PARTIES TO THE JOINT VENTURE MUST PROVIDE A COMPLETED FORM.

REQUIRED NOTICES TO CONTRACTORS AT BIDDING

Buy America, Build America (BABA) Compliance

CDBG Policy Issuance

Compliance Form

(Revised January 13, 2025)

Contractor Certification

Checklist & Best Practices

Special Condition Language

Grant agreements issued in Program Year 2023 contain the following language:

9. Grant Recipient must comply with the requirements of the Build America, Buy America Act (BABA), 41 USC ch. 8301 note, and all applicable rules and notices, as may be amended, if applicable to Grant Recipient's infrastructure project. Any funds obligated under this Agreement are subject to BABA requirements as described in Chapter 4 of the TxCDBG Project Implementation Manual, unless excepted by a waiver.

10. In addition to the documentation required by Chapter 2 of the Project Implementation Manual, funds awarded under this Agreement will not be disbursed to Grant Recipient until these special conditions are met. Grant Recipient shall submit to the department a certification of compliance with the requirements of the Violence Against Women Act Reauthorization of 2022 and the Right to Report Crime and Emergencies from One's Home, confirming that no ordinances, local regulations, or policies adopted by the local government and currently in effect contain any financial or regulatory penalty imposed on property owners or residents as a result of any use of emergency services as required by TxCDBG Policy Issuance 23-01.

Chapter 4 – Grant Agreement Special Conditions

Section 4.1.7 Buy America Preference is replaced in its entirety with the following:

4.1.7 Buy America Preference

Pursuant to the Buy America, Build America Act (BABA), Grant Recipients that are awarded funding for infrastructure projects beginning in Program Year 2023 must ensure that the required items used in the project are produced in the United States. HUD's phased implementation will apply BABA documentation requirements to additional items each year – new grant awards must comply with the BABA requirements applicable to the period in which they are awarded.

Item Description.^{1 2}	BABA Requirements Apply to New Awards Beginning
All iron and steel	9/1/2023
Specifically listed construction materials: a. Metals other than iron or steel (non-ferrous metals), b. Lumber, c. Composite building materials, and d. Plastic and polymer-based pipe and tube materials, including PVC pipe.	9/1/2024
All construction materials and manufactured products.	9/1/2025
Items not applicable for BABA documentation: a. Tools, equipment, and supplies, such as temporary	n/a

¹ White House Memorandum M-22-11

² [HUD Public Interest Phased Implementation Waiver](#)

scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project; b. Equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project c. Purchases that are not intended for construction, alteration, maintenance, or repair of infrastructure.	
---	--

The Buy America preference applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. [An item meets BABA requirements if:](#)

- Iron and steel - all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- Construction materials and manufactured products –
 - the item was manufactured in the United States; or
 - the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product; or
 - the components of the manufactured product meets another standard for determining the minimum amount of domestic content of the manufactured product established under applicable law or regulation.

The Grant Recipient must provide an itemization to identify the products, quantities, and costs as support documentation.

- The bid tab [must be sufficiently detailed to itemize each separate product or material and indicate BABA applicability, OR a separate schedule must be attached to identify BABA applicability for all products or materials.](#)
- [If a change to the contract includes new products or materials, and updated itemization must be submitted with the change order.](#)

Documentation of BABA compliance must be provided for a minimum of 95% of all iron, steel, manufactured products, and construction materials used in the project, [according to the phased implementation schedule](#). TDA has not received guidance as to the documentation necessary to support the Buy America status of the project. Until further guidance is provided, the Grant Recipient must provide written evidence from the manufacturer or supplier that:

- Identifies the item purchased;
- Affirms the location of manufacture as within the United States; and
- If signed by an authorized company representative.

In rare instances, a BABA waiver may be available. To request such a waiver, the Grant Recipient must provide a letter to the TxCDBG Director requesting a BABA waiver, citing the relevant exception, and providing a narrative justification and any supporting documentation for how the exception applies to the project. NOTE: TDA does not have the authority to waive BABA requirements; all requests for waivers will be evaluated by TDA and, if applicable, forwarded for review and potential approval by both HUD and the Office of Management and Budget. **Any project delays due to the waiver process will not be considered for proposed Grant Agreement extensions.**

Appendices B, F, and G

The Materials and Workmanship section of each sample contract is revised as follows – the Grant Recipient must select the appropriate language to reflect the items required by the phased implementation schedule:

X. Materials and Workmanship

...

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

For purposes of this section:

- (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- (3) [Iron and steel products, Manufactured Products, and Construction Materials] used in this project comply with the Build America, Buy America Act (BABA) requirements mandated by Title IX of the Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. 117-58.



BABA Compliance Form

A400

Grant Agreement #:		Payment Request#:		Material Total:	\$	145,000.00
Grantee Name:				BABA Total:	\$	140,000.00
				De minimus Total:	\$	5,000.00

	Material Description	Related Bid Item #	Material Unit of Measure	Material Qty.	Material Unit Cost	Material Sub Total	% of total BABA Applicable Materials (used for De Minimis)	Mfg's Certification Included?
1	Rebar (Curb & Gutter) (SAMPLE, REMOVE AS NEEDED)	01A	LF	1000	\$ 100.00	\$ 100,000.00	71.4%	Attached
2	Cement Aggregate (Curb & Gutter) (SAMPLE, REMOVE AS NEEDED)	01A	SY	500	\$ 10.00	\$ 5,000.00	0.0%	Not BABA Applicable
3	Rebar (Curb Stops) (SAMPLE, REMOVE AS NEEDED)	02A	EA	25	\$ 1,000.00	\$ 25,000.00	17.9%	Attached
4	Iron Benches (SAMPLE, REMOVE AS NEEDED)	CO-01	EA	1	\$ 5,000.00	\$ 5,000.00	3.6%	No, 5%
5	Bronze Plaque (SAMPLE, REMOVE AS NEEDED)	CO-02	LS	1	\$ 10,000.00	\$ 10,000.00	7.1%	Submitted
6						\$ -	0.0%	
7						\$ -	0.0%	
8						\$ -	0.0%	
9						\$ -	0.0%	
10						\$ -	0.0%	
11						\$ -	0.0%	
12						\$ -	0.0%	
13						\$ -	0.0%	
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63						\$ -	0.0%	

BABA Checklist & Best Practices

BABA Activities Checklist

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

BABA Best Practices

Documenting Materials on Form A400:

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

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

Payment Request Procedures:

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

Satisfying BABA Special Condition:

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

Mfg's Certification Option Meanings:

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

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

Categorization of Materials:

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

Documentation of BABA Compliance:

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

BABA Definitions

Materials:

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

Iron and Steel Products:

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

Section 70917(c) Materials:

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

Construction Materials:

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

Manufactured Products:

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

Requesting a Project-/Product-Specific Waiver

As a Note:

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

Types of Waivers:

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

- **Public Interest Waiver:**

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

Process:

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

Required Information to Submit a Waiver:

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

- A listing of the material, technical specification, and quantity;
 - HUD requires the name of the iron or steel item, manufactured product, or construction material proposed to be excepted from BABA requirements, including name, cost, countries of origin, relevant [Product Service Code \(PSC\)](#), and [North American Industry Classification System \(NAICS\) code](#).
 - **As a note:** if you have multiple products you would like HUD to review, a waiver application must be submitted for each product.
- Waiver type requested;
 - **Nonavailability Waiver:**
 - If applying for a Nonavailability Waiver, responses to the following are required:
 - A description of the due diligence performed by the applicant, including names and contact information of the manufacturers, distributors, or suppliers contacted for quotes (minimum 3), and the responses provided.
 - In the instance that the lead time to obtain a BABA compliant item is excessive, please attach documentation which indicates:
 - The sum of the project cost and product that was identified;
 - The cost differential between the BABA compliant product and the Non-BABA compliant product that increases the overall project cost to be above the threshold of 25%; and
 - Any quality or quantity issues that were interfaced in the BABA compliant process.
 - **Unreasonable Cost Waiver:**
 - If applying for an Unreasonable Cost Waiver, responses to the following are required:
 - What is the additional cost of the BABA compliant item, compared to using iron and steel, manufactured products, and construction materials of non-domestic or unknown origin?
 - Please demonstrate how the BABA compliant item increases the total project cost by more than 25 percent.
 - Attach documentation of prices for BABA compliant and non-compliant items for the cost comparison.
 - **Public Interest Waiver:**
 - If applying for a Public Interest Waiver, responses to the following are required:
 - Explain how waiving the BABA requirement for this project or product serves the public interest.
- Provide any additional information for HUD's consideration of the requested waiver;
- Identify any anticipated impacts if no waiver is issued;
- Include the following language at the end of the waiver application letter to certify that the Grant Recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor;
 - **"I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct.**
WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802)."
- Signed by the Authorized Official; and
- Notarized by a notary public.

Contractor's BABA Compliance Certification

Project Information

Grant Recipient	City of Paris
Grant Number	CDM23-0207
Project Description	1st Street SE Revitali ation

This "*Contractor's BABA Compliance Certification*" is a form that, in lieu of a Manufacturer's Certification, the Prime Contractor may use to certify that, as required by the Build America, Buy America (BABA) Act, all of the iron, steel, manufactured products, and construction materials listed in the table below and incorporated into the public infrastructure project specified above are produced in the United States, unless exempted by a HUD general waiver or a project-/product-specific waiver approved by HUD and the Made in America Office (MIAO) at the Office of Management and Budget (OMB).

For Covered Materials not otherwise exempted from BABA requirements, the undersigned certifies the following:

- All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings occurred in the United States;
- All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mine, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product; and
- All construction materials used in the project are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

Use the table below to list all Covered Materials procured by the signatory, used in the project, and to be certified as BABA Compliant by the signatory. (If a material used in the project has been documented as BABA Compliant through another approved method, it does not need to be included on this list.)

For "Type of Material": Indicate if the material is Iron, Steel, Manufactured Product, or Construction Material.

Type of Material	Material	Cost Per Unit	Total Cost	Manufacturer

HUD Section 3

Map

Employer Certification Form

Frequently Asked Questions

(Revised February 10, 2025)

CDBG Policy Issuance

About

Neighborhood Service Area Definition Tool

This tool allows Housing and Community Development Section 3 Recipients to identify Targeted Section 3 Workers in accordance with [24 C.F.R. § 75.19](#).

Targeted Section 3 Workers are Section 3 Workers located within a one-mile radius of a Section 3 Project. If fewer than 5,000 people live within a one-mile radius of the project, then the radius is expanded until it is sufficient block groups are selected to encompass a population of 5,000 or more according to the most recent census.

Start the search by typing in the address of the Section 3 Project, the map will auto zoom to the selected address, highlight all block groups that are included - *in full or in part* - within the default 1 mile radius, and provide a sum of the populations all highlighted block groups. Use the slider bar to expand the radius of the circle until the block groups total a population 5,000 or higher. Population total shows green when you have reached the population threshold. Population numbers are from ESRI's U.S. Census Block Group Layer.

Section 3 Neighborhood Service Area



Show results within 1 Miles

0

15

USA Census Block Group Boundaries

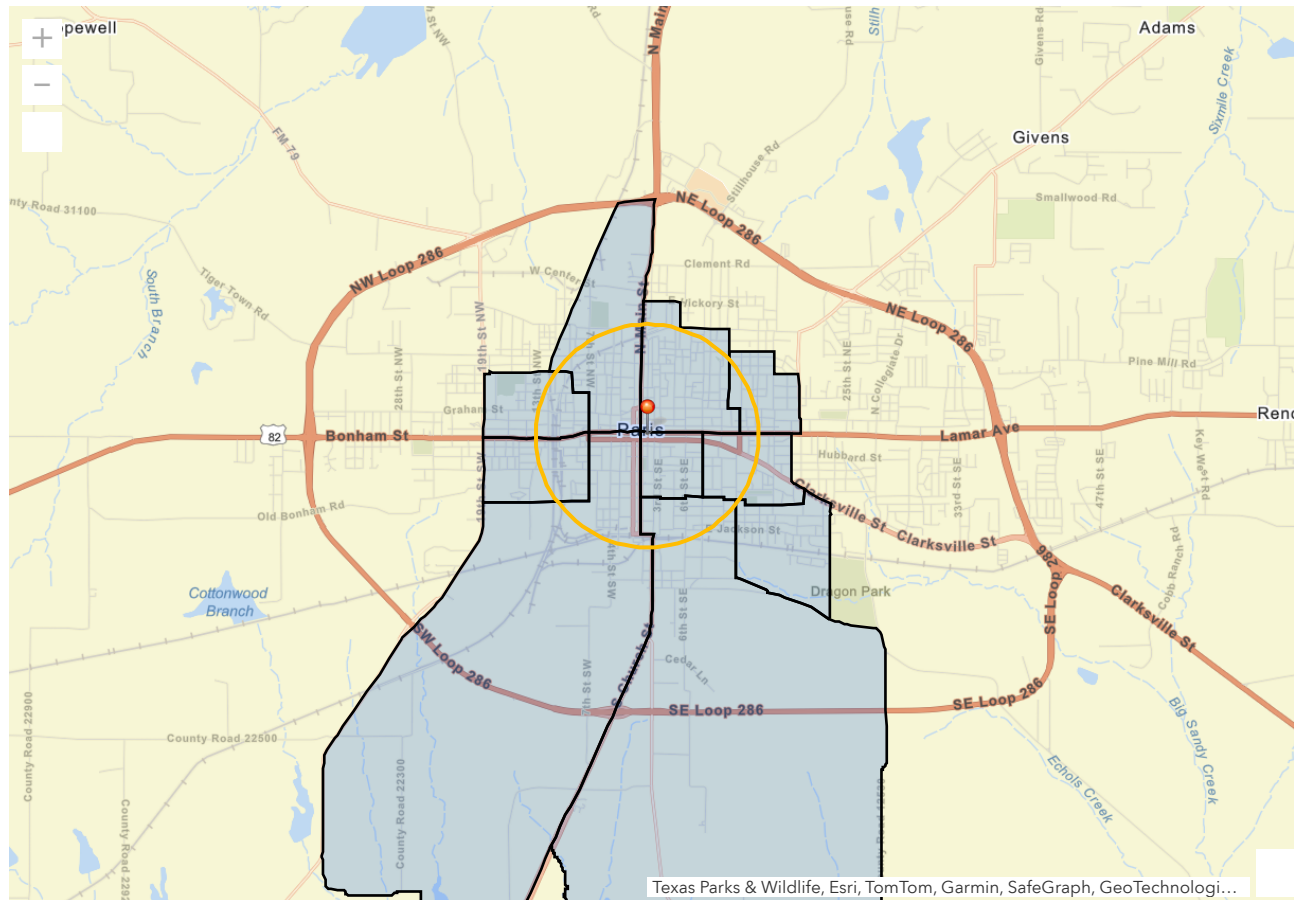
Block Group 482770008003 in TX

0 mi

Population

✓ 8,890

Population of Census Block Groups Within or Intersected by Radius



Section 3 Policy Issuance for Construction Contracts

Federal Revisions for Section 3 Requirements – TDA Policy Issuance CDBG 20-01
Effective Date: July 1, 2021

Applicability:

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

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

Construction Contractor Compliance Overview:

Please note that Federal rules do not require Grant Recipients to contract or subcontract with a Section 3 business concern, nor do the rules require hiring of Section 3 workers. However, Grant Recipients must be able to demonstrate that, where possible, contracting, employment, and training opportunities were made available to workers and businesses meeting Section 3 designation criteria.

Under the revised Section 3 Policy, Construction Contractors are required to complete the following. Please return all completed forms to your GrantWorks Project Manager or Labor Standards Specialist.

- ☐ Include required contract clauses in all construction contracts and subcontracts. See **Required Contract Clause- Section 3 Compliance Terms and Conditions**
- ☐ Complete the **Certification of Bidder Regarding Civil Rights Laws and Regulations**
- ☐ Demonstrate outreach efforts to recruit Section 3 residents for employment. See **Section 3 Requirements for Outreach and Reporting**
- ☐ Confirm the Section 3 Status of your business by doing ONE of the following:
 - Completing **Form A1023 Certification as Section 3 Business Concern**
 - Providing documentation (e.g. screenshot, print out) of your business' inclusion on any list or database published by HUD reporting Section 3 Status, such as HUD's Section 3 Business Registry - <https://portalapps.hud.gov/Sec3BusReg/BRegistry/BRegistryHome>

- Confirm the Section 3 Status of all employees by doing ONE of the following:
 - Complete **Form A1022- Employer Certification Form for Section 3** listing all employees and their Section 3 Status (to be completed by prime contractor) -OR-
 - Have each employee complete **Form GW1022- Employee Self-Certification Form for Section 3** and submit that form with their first payroll

Section 3 Definitions:

Section 3 is a provision of the Housing and Urban Development Act of 1968 for the purpose of ensuring that employment and other economic opportunities generated by certain HUD financial assistance shall, **to the greatest extent feasible**, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

Section 3 status may be applied to individuals designated by HUD as either **SECTION 3 WORKERS** or **TARGETED SECTION 3 WORKERS** and to businesses identified as **SECTION 3 BUSINESS CONCERNS**:

Section 3 Worker:

A Section 3 Worker is any worker who currently fits, or when hired within the past five years fit, at least one (1) of the following categories, as documented:

1. The worker's income for the previous or annualized calendar year is below the income limit established by HUD
2. The worker is employed by a Section 3 business concern; or
3. The worker is a YouthBuild participant

Targeted Section 3 Worker:

A Targeted Section 3 Worker for Housing and Community Development Financial Assistance Projects is a Section 3 Worker who:

1. Is employed by a Section 3 Business Concern; or
2. Currently fits or when hired fit at least one of the following categories, as documented within the past five (5) years:
 - a. Living within the service area or the neighborhood of the project; or
 - b. A YouthBuild participant

Residents based outside the project Service Area **DO NOT** qualify as Targeted Section 3 Workers. See attached Project Service Area Map for exact boundaries.

Section 3 Business Concern:

A Section 3 Business Concern is a business that meets at least one of the following criteria, documented within the last six (6) month period:

- 1) At least 51% owned and controlled by low- or very low-income persons;
- 2) Over 75% of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
- 3) A business at least 50% owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

Reporting of labor hours for Section 3 Compliance will be determined by employee hours on Payroll Reports. The Section 3 status of each employee must be documented on the following forms and submitted to the GrantWorks Labor Standards Specialist within 30 days of construction completion.

Section 3 Requirements for Outreach and Reporting

Contractors are required to access the following resources to identify potential Section 3 employees IF any new employees are needed, OR if vacancies exist for work on the project:

- Texas Workforce Solutions - <https://www.workintexas.com>; or
- Local Workforce Solutions Office (WIOA One Stop Shop), if applicable - <https://www.twc.texas.gov/directory-workforce-solutions-offices-services>

Job vacancies posted at <https://www.workintexas.com> should include the notation **Sec3** in the job title and job description. Instructions are attached. A copy of the posting must be provided for the project file.

While contractors are not required to employ Section 3 Workers, they must demonstrate an effort to identify potential employees as appropriate, including documentation for any applicants that are Section 3 Workers.

Similarly, all outreach efforts and attempts to comply with Section 3 guidelines, as well as any impediments encountered despite the efforts undertaken, as applicable.

Documentation of outreach efforts must be maintained and submitted to the GrantWorks Project Manager or Labor Standards Specialist.

A1022 TxCDBG Section 3 Status Summary (2024 Income Limits)

Grant Recipient:

City offParis

Grant No.

CDM23-0207

Business Name

County Name:

COG

Income LESS than:

List all employees that will work on the TxCDBG-assisted project.

Employee Name	Employee ID	Section 3 Status	Basis for Section 3 Status	Documentation Method for Section 3 Status

*Attach a map identifying the Section 3 Service Area and the residential address for each Targeted Section 3 Employee.

If this form serves as Employer Certification:

CERTIFICATION: By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and this reporting measure is for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18 USC § 1001)

FREQUENTLY ASKED QUESTIONS

for

SECTION 3

Published: February 10, 2025

The following is a guidance document published by the Department of Housing and Urban Development Office of Field Policy and Management for the purpose of providing answers to frequently asked questions about Section 3 of the HUD Act of 1968 (12 U.S.C § 1701u) and its associated regulations (24 C.F.R. Part 75). This document is intended to provide guidance for Section 3 funding recipients, subrecipients, contractors, subcontractors, workers, and other stakeholders.

This guidance document covers questions in several topic areas and is divided into parts that contain questions on that part's topic.

I. GENERAL QUESTIONS REGARDING SECTION 3:

1. What is Section 3?
2. What Do “Best Efforts” and “to the Greatest Extent Feasible” Mean?
3. What Does “Section 3 Worker” Mean?
4. What Does “Targeted Section 3 Worker” Mean?
5. What Does “Section 3 Business Concern” mean?
6. How are low-income and very low-income determined?
7. What is YouthBuild?
8. As a funding recipient, what are my Section 3 reporting goals?
9. What is a Section 3 project?
10. Who is considered a recipient of Section 3 funding?
11. What are funding thresholds and how do they apply to Section 3 covered financial assistance?
12. Which recipient agencies (or sources of HUD financial assistance) are required to comply with Section 3?
13. Can a non-profit organization be considered a business concern for the purposes of Section 3?

14. What is a “Service Area” or “Neighborhood of the project”?
15. What if my agency does not meet all benchmark goals for employment or contracting?
16. My agency has met all benchmark goals for employment and contracting, does this mean that we are considered in compliance with Section 3?

II. APPLICABILITY:

1. What HUD assistance does Section 3 apply to?
2. Do the requirements of Section 3 apply to grantees on a per project basis?
3. If a project is funded with non-HUD assistance, do the requirements of Section 3 still apply?
4. What recordkeeping responsibilities do contractors/subcontractors have if they receive Section 3 covered contracts?
5. Do the Section 3 requirements apply to material only contracts?
6. Do the Section 3 requirements apply to Section 8 project-based rental assistance contracts?
7. Are maintenance projects covered by Section 3?
8. Does the reduction and abatement of lead-based paint hazards constitute housing rehabilitation?
9. Are demolition projects covered by the requirements of Section 3?
10. Are professional service contracts required to be reported under Section 3?
11. Does Section 3 apply to labor hours by a CDBG-Entitlement recipient?
12. Does Section 3 apply to labor hours by a Public Housing Authority?

III. CONSISTENCY WITH OTHER LAWS:

1. Are recipients required to comply with Federal/state/local laws in addition to Section 3
2. What is the relationship between Section 3 and Davis Bacon requirements?
3. What does the new rule mean for Tribes and Tribally Designated Housing Entities?

IV. RECIPIENT RESPONSIBILITIES:

1. What are the responsibilities of recipient agencies under Section 3?

2. What are the reporting requirements for legacy contracts entered into under the old Part 135 rule?
3. What are the reporting requirements for Section 3 projects for which assistance or funds are committed during the transition period?
4. What is the reporting timeline for Public Housing Authorities and other recipients of public housing financial assistance?
5. What are the reporting requirements for Public Housing Authorities and other recipients of public housing financial assistance during the transition period?
6. What are good strategies for targeting Section 3 workers and businesses?
7. Are funds provided to recipients so that they can comply with the requirements of Section 3?
8. Are Section 3 workers or business concerns guaranteed employment or contracting opportunities under Section 3?
9. Are recipients, developers, and contractors required to provide long- term employment opportunities, and not simply seasonal or temporary employment?
10. When might a recipient agency be exempt from the quantitative reporting requirements of Section 3?
11. Are recipients required to request developers or contractors to make payments into Section 3 training or implementation funds?

V. SECTION 3 CERTIFICATION:

1. How can a prospective Section 3 worker or business concern certify that they meet the eligibility requirements?
2. What documentation must be maintained by HUD recipients, contractors and subcontractors certifying that low- and very-low individuals and business concerns meet the regulatory definitions under Section 3?
3. What are examples of acceptable evidence to determine eligibility as a Section 3 worker?
4. What are examples of acceptable evidence for determining eligibility as a Section 3 business concern?
5. Are all public housing residents considered Section 3 workers regardless of their income?
6. Does qualifying as a Section 3 businesses mean that the business will be selected if it meets the technical requirements of the bid, regardless of bid price?

7. Does a business have to be incorporated to be considered a Section 3 eligible business?

VI. ECONOMIC OPPORTUNITIES NUMERICAL BENCHMARKS:

1. How can low- and very low-income persons and businesses locate recipient agencies that are required to comply with Section 3 in their area?

2. How can I find Section 3 business concerns in my area?

3. Do the benchmark requirements only count toward new hires?

4. Should PHA's report on staff hours?

5. What category of PHA Staff should be included?

6. Are recipient agencies required to meet the Section 3 benchmarks, or are they optional?

7. Will there be changes to the benchmark requirements?

8. What is considered "other" public construction?

9. What is the meaning of the safe harbor determination?

VII. SECTION 3 COMPLAINTS:

1. How should complaints be made?

2. Where else can I file complaints alleging denied employment and contracting opportunities?

I. GENERAL QUESTIONS REGARDING SECTION 3:

1. What is Section 3?

Section 3 is a provision of the Housing and Urban Development Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

2. What Do “Best Efforts” and “to the Greatest Extent Feasible” Mean?

“Best efforts” and “greatest extent feasible” are statutory terms, used in the statute in different contexts. As such, HUD uses both terms to track compliance, and there are many ways to interpret the language. Traditionally, HUD has used the terms interchangeably, as referenced in

the statute, and will continue to be consistent with the statutory language. *See* 12 U.S.C. 1701u(b)-(d). These terms are integral to the statutory intent and provide flexibility, rather than administrative burden, to grantees or recipients of HUD funding.

HUD acknowledges that some perceive “best efforts” to be the more rigorous standard, while others perceive “greatest extent feasible” to be the more rigorous standard. HUD has determined not to define the difference between these two terms but rather to increase the emphasis on outcomes as a result of these efforts. A recipient’s reported results will be compared to the outcome metrics defined in the benchmark notice. HUD program staff will evaluate the level of effort expended by those recipients that fail to meet the benchmark safe harbor, and thus will ensure that the statutory terms are being properly enforced. HUD included a list of examples in the regulation at 24 CFR §§ 75.15 and 75.25, including engagement in outreach efforts to generate job applicants who are Targeted Section 3 workers, providing training or apprenticeship opportunities, and providing technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).

3. What Does “Section 3 Worker” Mean?

A Section 3 worker is any worker who currently fits, or when hired within the past five years fit, at least one of the following categories, as documented:

1. The worker’s income for the previous or annualized calendar year is below the income limit established by HUD (see Question 6 of this part I of these FAQs, below);
2. The worker is employed by a Section 3 business concern (see Question 5 of part I, below); or
3. The worker is a YouthBuild participant.

4. What Does “Targeted Section 3 Worker” Mean?

A Section 3 targeted worker for Public Housing Financial Assistance projects is a Section 3 worker who:

- (1) is employed by a Section 3 business concern; or
- (2) currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - (i) A resident of public housing or Section 8-assisted housing;
 - (ii) A resident of other public housing projects or Section 8-assisted housing managed by the PHA that is providing the assistance; or
 - (iii) A YouthBuild participant.

A Section 3 targeted worker for Housing and Community Development Financial Assistance projects is a Section 3 worker who:

- (1) is employed by a Section 3 business concern; or

- (2) currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - (i) Living within the service area or the neighborhood of the project, as defined in 24 CFR § 75.5; or
 - (ii) A YouthBuild participant.

5. What Does “Section 3 Business Concern” mean?

A Section 3 business concern is a business that meets at least one of the following criteria, documented within the last six-month period:

1. At least 51 percent owned and controlled by low- or very low-income persons;
2. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
3. A business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

6. How are low-income and very low-income determined?

Low- and very low-income limits are defined in Section 3(b)(2) of the Housing Act of 1937 and are determined annually by HUD. These limits are typically established at 80 percent and 50 percent of the area median individual income. HUD income limits may be obtained from:

<https://www.huduser.gov/portal/datasets/il.html>.

7. What is YouthBuild?

YouthBuild is a community-based pre-apprenticeship program that provides job training and educational opportunities for at-risk youth ages 16-24 who have previously dropped out of high school.

YouthBuild participants learn vocational skills in construction, as well as in other in-demand industries that include health care, information technology, and hospitality. Youth also provide community service through the required construction or rehabilitation of affordable housing for low-income or homeless families in their own neighborhoods.

The Division of Youth Services within the Employment and Training Administration's Office of Workforce Investment at the U.S. Department of Labor administers the YouthBuild program. Each year, more than 6,000 youth participate in approximately 210 YouthBuild programs in more than 40 states. More information can be found here:

<https://www.dol.gov/agencies/eta/youth/youthbuild>.

8. As a funding recipient, what are my Section 3 reporting goals?

Your Section 3 reporting goals depend on the type of assistance you are receiving, whether public housing financial assistance or housing and community development financial assistance.

For public housing financial assistance, the benchmark for Section 3 workers is set at *25 percent* or more of the total number of labor hours worked by all workers employed with public housing financial assistance in the PHA's or other recipient's fiscal year. The benchmark for Targeted Section 3 workers is set at *5 percent* or more of the total number of labor hours worked by all workers employed with public housing financial assistance in the PHA's or other recipient's fiscal year. This means that the *5 percent* is included as part of the *25 percent* threshold.

For housing and community development financial assistance projects, the benchmark for Section 3 workers is set at *25 percent* or more of the total number of labor hours worked by all workers on a Section 3 project. The benchmark for Targeted Section 3 workers is set at *5 percent* or more of the total number of labor hours worked by all workers on a Section 3 project. This means that the *5 percent* is included as part of the *25 percent* threshold.

9. What is a Section 3 project?

Section 3 projects are housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of \$200,000. The threshold is \$100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs, as authorized by Sections 501 or 502 of the Housing and Urban Development Act of 1970 (12 U.S.C. 1701z-1 or 1701z-2), the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 *et seq.*; and/or the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 *et seq.*). (See Question 12 of this part I of these FAQs for more detail regarding Lead Hazard Control and Healthy Homes programs.)

The project is the site or sites together with any building(s) and improvements located on the site(s) that are under common ownership, management, and financing. The requirements of Part 75 apply to an entire Section 3 project, regardless of whether the project is fully or partially assisted under HUD programs that provide housing and community development financial assistance.

10. Who is considered a recipient of Section 3 funding?

A recipient is any entity that receives directly from HUD public housing financial assistance or housing and community development assistance that funds Section 3 projects, including, but not limited to, any State, local government, instrumentality, PHA, or other public agency, public or private nonprofit organization. It does not include contractors or any intended beneficiary under the HUD program to which Section 3 applies, such as a homeowner or a Section 3 worker.

11. What are funding thresholds and how do they apply to Section 3 covered financial assistance?

Funding thresholds are minimum dollar amounts that trigger Section 3 requirements. There are no thresholds for public housing programs. The requirements of Section 3 apply to all programs

receiving public housing financial assistance regardless of the amount of assistance received from HUD. Section 3 also applies to the entirety of a mixed-finance development project as described in 24 CFR 905.604, regardless of whether the project is fully or partially assisted with public housing financial assistance.

Section 3 projects are housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of \$200,000 (Lead Hazard Control and Healthy Homes (LHCHH) assistance is not included in calculating whether the assistance exceeds the \$200,000 threshold).

The threshold is \$100,000 when the assistance is from the Lead Hazard Control and Healthy Homes programs, as authorized by Sections 501 or 502 of the Housing and Urban Development Act of 1970, the Lead-Based Paint Poisoning Prevention Act, and the Residential Lead-Based Paint Hazard Reduction Act of 1992. LHCHH programs require Section 3 compliance if there is over \$100,000 of LHCHH funding for the project (neither HUD public housing financial assistance nor HUD housing and community development financial assistance is included in calculating whether the assistance exceeds the \$100,000 threshold). Recipients of LHCHH funding will also be required to comply with Section 3 regulations and report on the entirety of the project when the total amount of HUD housing and community development financial assistance to the project exceeds \$200,000 (LHCHH funding is not included in calculating whether the total assistance exceeds the \$200,000 threshold), or if any public housing financial assistance is provided.

12. Which recipient agencies (or sources of HUD financial assistance) are required to comply with Section 3?

For public housing financial assistance, Public Housing Authorities (PHAs), regardless of size or number of public housing units, are required to comply with Section 3 and its reporting requirements. However, small PHAs (fewer than 250 units) are permitted to report qualitatively as permitted under 24 CFR § 75.15(d). Some examples of those qualitative efforts are listed in the answer to Question 15.

As previously stated, Section 3 also applies to projects with more than \$200,000 in funding from housing and community development financial assistance programs. The following is a list of examples of such funds:

- Community Development Block Grant (CDBG)
- HOME Investment Partnership
- Housing Trust Fund (HTF)
- Neighborhood Stabilization Program Grants (NSP 1, 2 & 3)
- Housing Opportunities for Persons with AIDS (HOPWA)
- Emergency Solutions Grants (ESG)

- University Partnership Grants
- Economic Stimulus Funds
- 202/811 Grants
- Lead Hazard Control Grants (\$100,000 threshold; see Question 12, above, in this part I of these FAQs)
- Healthy Homes Production Grants (\$100,000 threshold; see Question 12, above, in this part I)
- Rental Assistance Demonstration (RAD) (see most recent RAD Notice, found through HUD’s RAD website, www.hud.gov/rad/)

*Note: The requirements of Section 3 typically apply to recipients of HUD funds that will be used for housing construction, rehabilitation, or other public construction. Contact your [local HUD field office](#) to determine applicability to a particular project/activity.

13. Can a non-profit organization be considered a business concern for the purposes of Section 3?

Yes. A non-profit organization can be a business concern. Non-profit organizations must meet the criteria of a Section 3 business concern as defined at 24 CFR § 75.5 in order to receive Section 3 preference. See response to Question 5 above.

14. What is a “Service Area” or “Neighborhood of the project”?

“Service area” or the “neighborhood of the project” means an area within one mile of the Section 3 project or, if fewer than 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.

15. What if my agency does not meet all benchmark goals for employment or contracting?

If reporting indicates that the agency has not met the Section 3 benchmarks, the agency must report in a method prescribed by HUD program offices on the qualitative nature of its activities and those its contractors and subcontractors pursued per 24 CFR § 75.15(b) and § 75.25(b).

Such qualitative efforts may, for example, include but are not limited to the following:

- Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers.
- Provided training or apprenticeship opportunities.
- Provided technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).
- Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.
- Held one or more job fairs.

- Provided or referred Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare).
- Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.
- Assisted Section 3 workers to obtain financial literacy training and/or coaching.
- Engaged in outreach efforts to identify and secure bids from Section 3 business concerns.
- Provided technical assistance to help Section 3 business concerns understand and bid on contracts.
- Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns.
- Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.
- Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.
- Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act

16. My agency has met all benchmark goals for employment and contracting, does this mean that we are considered in compliance with Section 3?

Yes. Recipients will be considered to have complied with Section 3 requirements, in the absence of evidence to the contrary, if they meet all benchmark goals and certify compliance with prioritization requirements found in 24 CFR § 75.9 or §75.19. However, if subsequent HUD enforcement activities reveal that the recipient has failed to comply with the recipient responsibilities set forth at 24 CFR §75.13 or §75.23, this compliance determination may be rescinded.

II. APPLICABILITY:

1. What HUD assistance does Section 3 apply to?

Section 3 applies to both:

- a. Public Housing Financial Assistance –
 - i. Development assistance provided pursuant to Section 5 of the United States Housing Act of 1937 (the 1937 Act);
 - ii. Operations and management assistance provided pursuant to Section 9(e) of the 1937 Act;
 - iii. Development, modernization, and management assistance provided pursuant to Section 9(d) of the 1937 Act; and

- iv. The entirety of a mixed-finance development project as described in 24 CFR 905.604, regardless of whether the project is fully or partially assisted with public housing financial assistance as defined in subsections (i) through (iii).
- b. Housing and Community Development Financial Assistance expended for housing rehabilitation, housing construction, or other public construction. See Question #2 below for applicability thresholds.

2. Do the requirements of Section 3 apply to grantees on a per project basis?

Yes, for housing and community development financial assistance projects. Section 3 projects are housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of \$200,000. The threshold is \$100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs. See Question 12 of part I of these FAQs.

Section 3 applies to all public housing financial assistance funds, regardless of the amount of assistance from HUD.

3. If a project is funded with non-HUD assistance, do the requirements of Section 3 still apply?

Section 3 applies to projects that are fully or partially funded with HUD financial assistance. Projects that are financed with state, local or private matching or leveraged funds used in conjunction with HUD funds are covered by Section 3 if the amount of HUD funding for the project exceeds the regulatory thresholds (listed in Section I, Question #11).

For RAD projects, Section 3 applies regardless of what money is used to pay for repairs. Per the RAD Notice, “While most RAD conversions do not utilize funding covered by Section 3, HUD has established the alternative requirement that any Work required by the conversion after the RAD Closing that involves housing rehabilitation or housing construction is subject to the Section 3 requirements applicable to housing and community development activities as set forth in 12 U.S.C. 1701u(c)(2) and (d)(2) and the regulations derived from such provisions except that, with the exception of transactions receiving HUD housing and community development assistance, such as CDBG (24 CFR part 570) or HOME (24 CFR part 92), first priority for employment and other economic opportunities shall be given to residents of public housing or Section 8 assisted housing. Otherwise, the receipt of Section 8 rental assistance does not, in itself, trigger the applicability of Section 3.”

4. What recordkeeping responsibilities do contractors/subcontractors have if they receive Section 3 covered contracts?

Recordkeeping requirements for recipients are found at 24 CFR § 75.31. Recipients are required to maintain documentation to demonstrate compliance with the regulations and are responsible

for requiring their contractors/subcontractors to maintain or provide any documentation that will assist recipients in demonstrating compliance, including documentation that shows hours worked by Section 3 workers, Targeted Section 3 workers, and any qualitative efforts to comply with Section 3. Examples of documentation can be found in 24 CFR §75.31.

5. Do the Section 3 requirements apply to material only contracts?

No. Section 3 does not apply to material only contracts or those that do not require any labor. For example, a contract for office or janitorial supplies would not be covered by Section 3. In this example, Section 3 would be encouraged but not required. However, a contract to replace windows that includes the removal of existing windows and the installation of new windows would be covered due to the involvement of labor.

6. Do the Section 3 requirements apply to Section 8 project-based rental assistance contracts?

No. Section 8 project-based voucher or project-based rental assistance housing assistance payment contracts, are not covered by the statute, including properties converted through the Rental Assistance Demonstration (RAD).

7. Are maintenance projects covered by Section 3?

Yes, but only for PIH funded programs administered by Public Housing Authorities.

8. Does the reduction and abatement of lead-based paint hazards constitute housing rehabilitation?

No, reduction and abatement of lead-based paint hazards focuses on mitigating lead paint hazards only, not conducting general rehabilitation activities.

9. Are demolition projects covered by the requirements of Section 3?

Yes. Recipients of assistance covered by Section 3 should, where feasible, comply with Section 3 benchmarks.

10. Are professional service contracts required to be reported under Section 3?

No, professional service contracts for non-construction services that require an advanced degree or professional licensing are not required to be reported as a part of total Section 3 labor hours. However, this exclusion does not cover all non-construction services.

However, professional services staff labor hours are permitted to be reported and PHAs will be given credit for reporting opportunities created for professional services by including professional services labor hours in the numerator, and not in the denominator, of the reported outcome ratios. The reporting structure in the rule allows a recipient to count any work performed by a professional services Section 3 worker or Targeted Section 3 worker as Section 3 labor hours and as Targeted Section 3 labor hours (i.e., in the numerator of the calculation), even

when the professional services as a whole are not counted in the baseline reporting (i.e., in the denominator of the calculation). The effect of this reporting structure is to give a recipient a bonus if they are able to report Section 3 hires in the professional services context.

11. Does Section 3 apply to labor hours by a CDBG-Entitlement recipient?

Yes. If the recipient intends to use its HUD grant to perform housing construction, rehabilitation, or other public construction and the total HUD assistance to the project exceeds \$200,000, then Section 3 applies to the project.

12. Does Section 3 apply to labor hours by a Public Housing Authority?

Yes. Section 3 applies to all Public Housing capital, operating, or development funds.

III. CONSISTENCY WITH OTHER LAWS:

1. Are recipients required to comply with Federal/state/local laws in addition to Section 3?

Yes. Compliance with Section 3 shall be achieved, to the greatest extent feasible, consistent with existing Federal, state and local laws and regulations. Accordingly, recipients of Section 3-covered assistance are required to develop strategies for meeting both the regulatory requirements at 24 CFR part 75 and any other applicable statutes or regulations.

2. What is the relationship between Section 3 and Davis Bacon requirements?

Compliance with Section 3 must be achieved consistent with the requirements of Davis-Bacon. Certain construction contracts are subject to compliance with the requirement to pay prevailing wages determined under the Davis-Bacon Act (40 U.S.C. 3141 et seq.) and implementing U.S. Department of Labor regulations in 29 CFR Part 5. Additionally, certain HUD-assisted rehabilitation and maintenance activities on public housing projects are subject to compliance with the requirement to pay prevailing wage rates, as determined or adopted by HUD, to laborers and mechanics employed in this work. (24 CFR § 965.101).

3. What does the new rule mean for Tribes and Tribally Designated Housing Entities?

After the Section 3 new rule went into effect on November 30, 2020, Tribes and Tribally Designated Housing Entities under the Indian Housing Block Grant and Indian Community Development Block Grant programs are no longer required comply with Section 3 requirements.

The new rule at 24 CFR part 75 provides that contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

IV. RECIPIENT RESPONSIBILITIES:

1. What are the responsibilities of recipient agencies under Section 3?

Recipients are required to ensure their own compliance and the compliance of their contractors/subcontractors with the Section 3 regulations, as outlined at 24 CFR part 75. These responsibilities include but are not limited to the following:

Designing and implementing procedures to comply with the requirements of Section 3: Recipient agencies must take an *active role* in ensuring Section 3 compliance. The first step is implementing procedures to ensure that all parties, including residents, businesses, contractors, and subcontractors, comply with Section 3 and maintain records verifying that compliance.

Facilitating the training and employment of Section 3 workers: The recipient agency must act as a facilitator, connecting Section 3 workers to training and employment opportunities.

Facilitating the award of contracts to Section 3 business concerns: The recipient agency must also work to link developers and contractors with capable Section 3 business concerns. Additionally, recipient agencies, when necessary, may direct Section 3 business concerns to organizations that provide capacity-building training.

Ensuring Contractor and Subcontractor Awareness of and Compliance with Section 3 Benchmarks and responsibilities: The recipient agency is responsible for ensuring that contractors and subcontractors are aware of, and in compliance with, Section 3 requirements.

Ensuring Compliance and Meeting Numerical Benchmarks: Recipient agencies shall ensure compliance with Section 3 by assessing the hiring and subcontracting needs of contractors; regularly monitoring contractor compliance; assisting and actively cooperating with the Secretary of HUD in obtaining the compliance of contractors; penalizing non-compliance; providing incentives for good performance; and refraining from entering into contracts with any contractor that previously failed to comply with the requirements of Section 3.

Reporting Requirements: Recipient agencies must document all actions taken to comply with the requirements of Section 3 and report these activities either through the Section 3 Reporting tool (currently under development- a notice will be issued when it is authorized for use), for Public Housing financial assistance, or any reporting system designated by program areas overseeing other funding. HUD financial assistance recipients must maintain their own record keeping for Section 3 requirements while reporting tools are not yet available.

2. What are the reporting requirements for legacy contracts entered into under the old Part 135 rule?

On and after November 30, 2020, Section 3 regulations codified at 24 CFR Part 135 (the old rule) have not applied and will not apply to new grants, commitments, contracts, or projects.

Contracts executed or projects for which assistance or funds were committed prior to November 30, 2020 are still required to adhere to the requirements of the old rule. Recipients of such assistance or funds will still be expected to maintain records of Section 3 statutory, regulatory, and contractual compliance but will no longer be required to report Section 3 compliance to HUD in the decommissioned Section 3 Performance Evaluation And Registration System (SPEARS).

HUD does not require funding recipients to change or alter contracts that were in place prior to the new Section 3 requirements becoming effective on November 30, 2020.

3. What are the reporting requirements for Section 3 projects for which assistance or funds are committed during the transition period?

Projects for which assistance or funds are committed between November 30, 2020 and July 1, 2021 are subject to the new Section 3 regulations found in 24 CFR part 75, and HUD expects that funding recipients will begin following this final rule's requirements for new grants, commitments, and contracts. Recipients will be expected to maintain records of statutory, regulatory, and contractual compliance with Section 3 for these projects but will not be required to report to HUD on the requirements found in 24 CFR part 75.

During the transition period between November 30, 2020 and July 1, 2021, recipients are expected to plan and revise processes, systems, and documents to comply with the new rule's requirements. During this time, funding recipients are still required to comply with Section 3's statutory requirements by ensuring that, to the greatest extent feasible, recipients continue to direct economic opportunities generated by certain HUD financial assistance to low- and very low-income persons and businesses that provide economic opportunities to low- and very low-income persons.

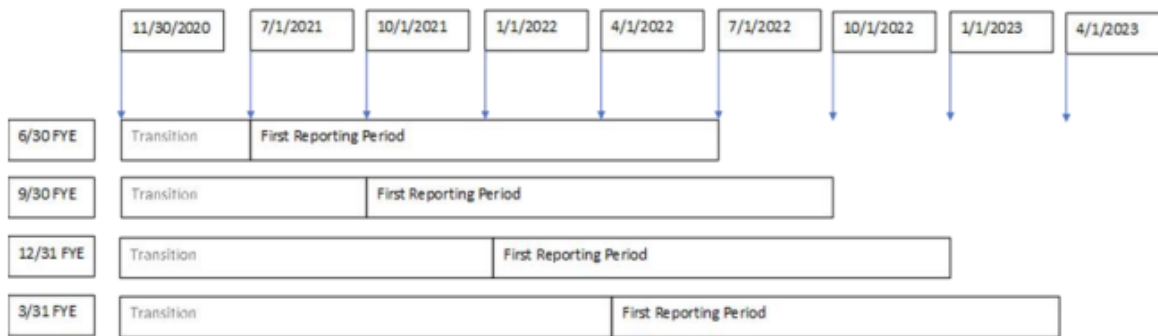
Recipients and employers should use this time to update policies and procedures for tracking labor hours and other requirements to ensure compliance with the new rules for projects for which funds are committed on or after July 1, 2021.

4. What is the reporting timeline for Public Housing Authorities and other recipients of public housing financial assistance?

As of November 30, 2020, PHAs' requirement to report their Section 3 activities and efforts starts 60 days after the end of their first fiscal year that begins after July 1, 2021. Please see the charts below for examples of PHA reporting schedules:

Fiscal Year End	New Reporting Period Begins	New Reporting Period Ends
6/30/21	7/1/21	6/30/22
9/30/21	10/1/21	9/30/22
12/31/21	1/1/22	12/13/22
3/31/22	4/1/22	3/31/23

Section 3 Transition



5. What are the reporting requirements for Public Housing Authorities and other recipients of public housing financial assistance during the transition period?

All recipients of public housing financial assistance are required to follow the new Section 3 regulations found in 24 CFR part 75 beginning on November 30, 2020, and HUD expects that funding recipients and employers will begin following this final rule's requirements for new grants, commitments, and contracts on and after this date. Recipients will be expected to maintain records of statutory, regulatory, and contractual compliance with Section 3.

The Section 3 Reporting System is not yet available. The Office of Public and Indian Housing will issue a [notice](#) when it is ready as they are the HUD office which monitors Section 3 compliance for Public Housing Authorities. The most recent guidance related to PHA reporting on Section 3 can be found in this [December 20, 2022 notice](#).

During the transition period between November 30, 2020 and a PHA or other recipient's required reporting start date, employers and grantees are expected to plan and revise processes, systems, and documents to comply with the new rule's requirements. During this time, PHAs and other recipients are still required to comply with Section 3's statutory requirements by ensuring that, to the greatest extent feasible, PHA's continue to direct economic opportunities generated by certain HUD financial assistance to low- and very low-income persons, tenants of public and assisted housing, and businesses that provide economic opportunities to low- and very low-income persons.

6. What are good strategies for targeting Section 3 workers and businesses?

In order to successfully target Section 3 workers and businesses for employment and contracting opportunities, recipients must establish and maintain an effective Section 3 program. HUD has found that hiring a Section 3 coordinator or assigning one individual the responsibility of coordinating all Section 3 related activities is instrumental in reaching Section 3's employment and contracting goals.

It is recommended that recipient agencies establish procedures to certify Section 3 workers and Section 3 business concerns for employment and contracting opportunities. Thereafter, they should maintain a list of eligible workers and businesses by skill, capacity or interest and contact them on a periodic basis when employment and contracting opportunities are available. Refer to the Section 3 regulations at 24 CFR § 75.15(b) and § 75.25(b) for a listing of qualitative efforts.

7. Are funds provided to recipients so that they can comply with the requirements of Section 3?

No. Funding has not been appropriated for Section 3 compliance. Section 3 requirements are only triggered when the normal expenditure of covered funds results in employment, training, or contracting opportunities.

8. Are Section 3 workers or business concerns guaranteed employment or contracting opportunities under Section 3?

Section 3 is not an entitlement program; therefore, employment and contracts are not guaranteed. Low and very low-income individuals and Section 3 business concerns must be able to demonstrate that they have the ability or capacity to perform the specific job or successfully complete the contract that they are seeking.

9. Are recipients, developers, and contractors required to provide long- term employment opportunities, and not simply seasonal or temporary employment?

Recipients, developers, and contractors are required, to the greatest extent feasible, to direct employment opportunities to low- and very low-income persons, including seasonal and temporary employment opportunities. Benchmark goals include the calculation of all Section 3 worker and Targeted Section 3 Worker labor hours as a percentage of all labor hours worked on a project.

Recipients, developers, and contractors are encouraged to provide long-term employment to ensure that they meet the benchmark goals.

10. When might a recipient agency be exempt from the quantitative reporting requirements of Section 3?

A Small Public Housing Agency (less than 250 units) may elect to not report on labor hours. If the agency does elect not to report on labor hours, it is required to report solely on qualitative efforts as permitted in 24 CFR § 75.15(d).

11. Are recipients required to request developers or contractors to make payments into Section 3 training or implementation funds?

No. Recipients are not required to request contractors to make payments into a fund.

V. SECTION 3 CERTIFICATION:

1. How can a prospective Section 3 worker or business concern certify that they meet the eligibility requirements?

The individual or business must contact the agency or developer from which they are seeking employment or contracting opportunities (e.g., the PHA, city, or local government). They should identify themselves as a Section 3 worker, Targeted Section 3 worker, or Section 3 business concern and provide whatever documentation that the recipient agency requires under their certification procedures. Prospective Section 3 workers and business concerns may self-certify that they meet the requirements as defined in the regulations. HUD recipients, contractors and subcontractors may also establish their own system to certify Section 3 workers and business concerns.

2. What documentation must be maintained by HUD recipients, subrecipients, contractors, and/or subcontractors certifying that low- and very-low individuals and business concerns meet the regulatory definitions under Section 3?

There are many ways that a worker can be certified as either a Section 3 Worker or Targeted Section 3 Worker under 24 CFR part 75:

For a worker to qualify as a *Section 3 worker*, one of the following must be maintained:

- (i) A worker's self-certification that their income is below the income limit from the prior calendar year;
- (ii) A worker's self-certification of participation in a means-tested program such as public housing or Section 8-assisted housing;
- (iii) Certification from a PHA, or the owner or property manager of project-based Section 8- assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;
- (iv) An employer's certification that the worker's income from that employer is below the income limit when based on an employer's calculation of what the worker's wage rate would translate to if annualized on a full-time basis; or
- (v) An employer's certification that the worker is employed by a Section 3 business concern.

For a worker to qualify as a *Targeted Section 3 worker*, one of the following must be maintained:

For Public Housing Financial Assistance projects:

- (i) A worker's self-certification of participation in public housing or Section 8-assisted housing programs;
- (ii) Certification from a PHA, or the owner or property manager of project-based Section 8- assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;

- (iii) An employer's certification that the worker is employed by a Section 3 business concern; or
- (iv) A worker's certification that the worker is a YouthBuild participant.

For Housing and Community Development Financial Assistance projects:

- (i) An employer's confirmation that a worker's residence is within one mile of the work site or, if fewer than 5,000 people live within one mile of a work site, within a circle centered on the work site that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census;
- (ii) An employer's certification that the worker is employed by a Section 3 business concern; or
- (iii) A worker's self-certification that the worker is a YouthBuild participant.

The documentation must be maintained for the time period required for record retentions in accordance with applicable program regulations or, in the absence of applicable program regulations, in accordance with 2 CFR § 200.334, Retention Requirements for Records (www.ecfr.gov/cgibin/retrieveECFR?n=se2.1.200_1334), which provides for retaining records for at least three years, as described in detail in that regulation.

A PHA or recipient may report on Section 3 workers and Targeted Section 3 workers for five years from when their certification as a Section 3 worker or Targeted Section 3 worker is established.

3. What are examples of acceptable evidence to determine eligibility as a Section 3 worker?

HUD does not prescribe that any specific forms of evidence to establish Section 3 eligibility. Acceptable documentation includes, but is not limited to the following:

- Proof of residency in a public housing project; or
- Evidence of participation in the YouthBuild program.

4. What are examples of acceptable evidence for determining eligibility as a Section 3 business concern?

HUD does not prescribe that any specific forms of evidence be required to establish Section 3 eligibility. The business seeking the preference must be able to demonstrate that they meet one of the following criteria:

1. At least 51 percent owned and controlled by low- or very low-income persons;
2. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
3. A business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

5. Are all public housing residents considered Section 3 workers regardless of their income?

No. To qualify as a Section 3 Worker, an individual must meet one of the following criteria:

1. The worker's income for the previous or annualized calendar year is below the income limit established by HUD;
2. The worker is employed by a Section 3 business concern; or
3. The worker is a YouthBuild participant.

6. Does qualifying as a Section 3 businesses mean that the business will be selected if it meets the technical requirements of the bid, regardless of bid price?

No. As provided in 2 CFR 200.318, contract awards shall only be made to responsible contractors possessing the ability to perform under the terms and conditions of the proposed contract. In order to meet the requirements of Section 3 and Federal and state procurement laws, recipient agencies must develop procedures that are consistent with all applicable regulations.

7. Does a business have to be incorporated to be considered a Section 3 eligible business?

No. A Section 3 business concern can be any type of business, such as a sole proprietorship, partnership, or a corporation, properly licensed and meeting all legal requirements to perform the contract under consideration.

VI. ECONOMIC OPPORTUNITIES NUMERICAL BENCHMARKS:

1. How can low- and very low-income persons and businesses locate recipient agencies that are required to comply with Section 3 in their area?

To find local recipients' agencies, Section 3 residents or businesses should contact their local HUD office. To find your closest office, visit: www.hud.gov/localoffices.

2. How can I find Section 3 business concerns in my area?

The Section 3 Business Registry is unavailable. One may use [the Small Business Administration's Dynamic Small Business Search](#) to find nearby small businesses. Please contact your [local HUD field office](#) for possible local business registries and the most recent list of Section 3 registered businesses, dated August 28, 2023.

3. Do the benchmark requirements only count toward new hires?

No, the rule does not apply to only new hires, but if someone is currently on staff and qualifies as a Section 3 resident under 24 CFR part 135, they will need to re-certify as either a Section 3 worker or Targeted Section 3 worker under 24 CFR part 75.

4. Should PHA's report on staff hours?

Yes, but not all PHA staff qualify as Section 3 workers. Only PHA staff that meet the definition of a Section 3 worker or Targeted Section 3 worker would qualify to be counted toward total

Section 3 or Targeted Section 3 labor hours. Once a PHA determines that a Section 3 worker or Targeted Section 3 worker is hired or currently employed, the PHA would just report those hours as the numerator over the total labor hours funded with public housing financial assistance as the denominator.

5. What category of PHA Staff should be included?

Both salaried and hourly workers need to be reported. There is a limited good faith assessment exception for PHAs and other recipient employers of hourly and salaried workers that are not subject to requirements specifying time and attendance reporting and do not have systems already in place to track labor hours. This exception is to address employers that do not already track labor hours without making changes in time and attendance or payroll.

6. Are recipient agencies required to meet the Section 3 benchmarks, or are they optional?

The Section 3 benchmarks are minimum targets that must be reached in order for the Department to consider a recipient in compliance. Recipient agencies are required to make best efforts, or to the greatest extent feasible, to achieve the benchmarks required for the number of labor hours performed by both Section 3 workers and Targeted Section 3 workers. If an agency fails to fully meet the Section 3 benchmarks, they must adequately document the efforts taken to meet the numerical goals (see Question #9 for a discussion of safe harbor.)

7. Will there be changes to the benchmark requirements?

The Secretary of Housing and Urban Development is required in the Benchmark Notice published in the Federal Register to review and update the Benchmarks by Federal Register notice no less frequently than once every three years.

8. What is considered "other" public construction?

Other public construction includes infrastructure work, such as extending water and sewage lines, sidewalk repairs, site preparation, and installing conduits for utility services.

9. What is the meaning of the safe harbor determination?

Recipients will be considered to have complied with the Section 3 requirements and met the safe harbor, in the absence of evidence to the contrary, if they certify that they have followed the required prioritization of effort and met or exceeded the applicable Section 3 benchmarks.

If a recipient agency or contractor does not meet the benchmark requirements but can provide evidence that they have made a number of qualitative efforts to assist low- and very low-income persons with employment and training opportunities, the recipient or contractor is considered to be in compliance with Section 3, absent evidence to the contrary (i.e., evidence or findings obtained from a Section 3 compliance review).

VII. SECTION 3 COMPLAINTS:

1. How should complaints be made?

Complaints alleging failure of compliance with this part may be reported to the HUD program office responsible for the public housing financial assistance or the Section 3 project, or to the local HUD field office. These offices can be found through the HUD website, www.hud.gov/.

2. Where else can I file complaints alleging denied employment and contracting opportunities?

You may be eligible to bring complaints under other federal laws. The U.S. Equal Employment Opportunity Commission (EEOC) is responsible for enforcing federal laws that make it illegal to discriminate against a job applicant or an employee because of the person's race, color, religion, sex (including pregnancy), national origin, age (40 or older), disability or genetic information (medical history or predisposition to disease). For more information about your rights, please contact EEOC at: www.EEOC.gov.

The Department of Labor Office of Federal Contract Compliance Programs (OFCCP) enforces, for the benefit of job seekers and wage earners, the contractual promise of affirmative action and equal employment opportunity required of those who do business with the Federal government. More information about the services they provide can be obtained at: <http://www.dol.gov/ofccp/>.



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

POLICY ISSUANCE

CDBG 20-01

Effective Date: July 1, 2021

SUBJECT: Federal Revisions for Section 3 Requirements

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

BACKGROUND:

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

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

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

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

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

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

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

APPLICABILITY/TRANSITION:

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

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

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

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

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

APPLICABILITY/TRANSITION:

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

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

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

			Submit PCR no later than August 31, 2021	
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The Grant Recipient shall take all appropriate action, including execution of a change order or addendum to the services contract as appropriate, to ensure compliance with the revised rule.

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

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

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



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

10.2.2 Section 3 Requirements

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

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

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

Applicability

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

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

Section 3 Compliance

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

1. Identify the Section 3 Service Area. A map of this service area must be submitted to TDA, as described in Chapter 2, Group A requirements.
2. Facilitate contracting opportunities for Section 3 Businesses. Prior to procuring or selecting any contract for construction services, report the contracting opportunity to the following resources—retain a screen shot of each resource demonstrating that the data was provided at least ten business days prior to the bid opening date for each opportunity unless otherwise directed by TDA staff:
 - o HUD's Section 3 Opportunity Portal:
<https://hudapps.hud.gov/OpportunityPortal/search.action>–

- o At least one organization providing access to and assistance with bid opportunities, particularly those that recognize small and disadvantaged businesses that are likely to include Section 3 Businesses, such as:
 - i. Public/non-profit organizations;
 - ii. Private plan rooms; or
 - iii. Local Workforce Solutions Offices (WIOA One Stop Shop), if applicable – see [https://www.twc.texas.gov/directory-workforce-solutions-offices-;](https://www.twc.texas.gov/directory-workforce-solutions-offices-)
 - o TDA-GO! Materials and Services Record Pre-Selection Clearance data including bid opening date. This requirement is effective beginning 30 days after the launch of the TDA-GO Project Management module.
- NOTE:** TDA will ensure that Section 3 Businesses are included in the pre-qualified grant administrator application process, therefore this step is not required for administration services.
3. Facilitate general employment opportunity information for Section 3 Workers. In an open meeting of the local governing body, the Grant Recipient must present the Section 3 goals of the CDBG program. This item must be reflected in the agenda and/or minutes of the meeting. TDA recommends completing this step at the meeting in which the first construction contract is awarded; however, in all cases it must be completed prior to requesting grant funds to reimburse construction costs - see Chapter 2, Group B requirements. The presentation must include:
 - o HUD's Section 3 Opportunity Portal - <https://hudapps.hud.gov/OpportunityPortal/search.action>
 - o Texas Workforce Solutions - WorkInTexas.com and
 - o other Section 3 information as described in the *Section 3 Sample Presentation to Local Community (Form A1024)*.
 4. Facilitate specific employment opportunities for Section 3 Workers. If new employees are needed OR if vacancies exist for work on the TxCDBG-assisted project, the Grant Recipient and/or contractor must access the following resources to identify potential Section 3 employees—a printout of the results of the portal search in the local files is acceptable documentation of this effort. Grant Recipients and contractors are not required to employ Section 3 workers, nor to modify the qualification or requirements of the position, but must demonstrate an effort to identify potential employees as appropriate, including documentation for any applicants that are Section 3 Workers.
 - o HUD's Section 3 Opportunity Portal - <https://hudapps.hud.gov/OpportunityPortal/search.action>;
 - o Texas Workforce Solutions - WorkInTexas.com; and
 - o Local Workforce Solutions Office (WIOA One Stop Shop), if applicable - <https://www.twc.texas.gov/directory-workforce-solutions-offices-services>.
 5. Ensure Contractor compliance.
 - o Include the required contract provision in all applicable contracting opportunities. See Appendices D and F.
 - o Collect records for all construction and administration service providers, including subcontractors, documenting the labor hours performed by each employee and the Section 3 status of each employee. Generally, this consists of payroll records and certification of status for each employee. A summary of this information must be reported to TDA as part of the Project Completion Report, and support documentation must be maintained in the local files.

6. **Additional Efforts.** Record all additional efforts to ensure Section 3 Businesses have opportunity to compete for contracting opportunities, and that Section 3 Workers and Targeted Section 3 Workers have the opportunity to benefit from the TxCDBG assistance. These efforts support the state's explanation, should the program not meet the established benchmarks, and identify areas where the TxCDBG program could support Section 3 Business and Workers in the future. Examples include:
- o Outreach efforts
 - o Training or apprenticeship opportunities
 - o Technical assistance to Section 3 Workers (multiple types)
 - o Technical assistance to Section 3 Business concerns
 - o Job fairs
 - o Divide contracts into smaller jobs
 - o Bonding assistance
 - o Other Business registries

Key Definitions

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



Criteria for All Worker Designation

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

Criteria for Section 3 Worker Designation

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

- The worker's individual income for the previous or annualized calendar year is below the income limit published on TDA's website for use in income surveys. **NOTE:** Income of family members other than the employee are excluded from this determination.
- The worker is employed by a Section 3 business concern.
- The worker is a YouthBuild participant.

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

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

Criteria for Targeted Section 3 Worker Designation

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

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

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

Section 3 Service Area

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

- Identify the project site. For infrastructure projects, the project site is the area included in the Environmental Review project description. The center point of this project site is the basis for the Section 3 Service Area.
- Identify a circle with a one-mile radius, with the project site central point as the origin.
- Calculate the population that resides within the one-mile circle. If less than 5,000 people according to the most recent U.S. Census, then aggregate census block group geographies totaling a minimum of 5,000 persons that both
 - o surrounds all components of a Project Site, AND
 - o most closely approximates a circle shape.

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

Criteria for Section 3 Business Designation

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

- It is at least 51% owned and controlled by low- or very low-income persons;

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

Documentation of Section 3 Business status can be met in one of two ways:

- *Certification as Section 3 Business (Form A1023)*, or
- Inclusion on any list or database published by HUD reporting Section 3 status.

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

NOTE: Section 3 Businesses may only be selected in accordance with the procurement standards of Chapter 5—including price, ability, and willingness to comply with program requirements, to be considered lowest responsible bidders on contracting opportunities being sought. However, Grant Recipients should make every effort to ensure that Section 3 Businesses are able to effectively participate in the opportunity. In turn, contractors and others should direct their efforts to award subcontracting opportunities generated from the expenditure of housing and community development financial assistance to Section 3 Businesses.

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

A. APPLICABILITY

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

1. Minimum wages and fringe benefits

- i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 basic hourly 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. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; 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 must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) 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 classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must 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. Frequently recurring classifications

- A.** In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:
1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
 2. The classification is used in the area by the construction industry; and
 3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.
- B.** The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

iii. Conformance

- A.** The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be

classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate 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 used 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. The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
- C. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- D. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- E. The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must 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.

iv. Fringe benefits not expressed as an hourly rate

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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

v. Unfunded plans

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, in accordance with the criteria set forth in 29 CFR 5.28, 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.

vi. Interest In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding

i. Withholding requirements

The U. S. Department of Housing and Urban Development may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, 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.

ii. Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A.** A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B.** A contracting agency for its procurement costs;
- C.** A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- D.** A contractor's assignee(s);
- E.** A contractor's successor(s); or
- F.** A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. Records and certified payrolls

i. Basic record requirements

A. Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

B. Information required Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

C. Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must 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.

D. Additional records relating to apprenticeship Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

ii. Certified payroll requirements

A. Frequency and method of submission The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system

B. Information required The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

C. Statement of Compliance Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;
2. That each laborer or mechanic (including each helper and apprentice) working 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; and

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(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
 - D. **Use of Optional Form WH-347** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the “Statement of Compliance” required by 29 CFR 5.5(a)(3)(ii)(C).
 - E. **Signature** The signature by the contractor, subcontractor, or the contractor’s or subcontractor’s agent must be an original handwritten signature or a legally valid electronic signature.
 - F. **Falsification** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
 - G. **Length of certified payroll retention** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iii. **Contracts, subcontracts, and related documents** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iv **Required disclosures and access**
- A. **Required record disclosures and access to workers** The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
 - B. **Sanctions for non-compliance with records and worker access requirements** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
 - C. **Required information disclosures** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to

the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity

i. Apprentices

- A. Rate of pay** Apprentices will be permitted to work at less than the predetermined rate for the work they perform 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 (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- B. Fringe benefits** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.
- C. Apprenticeship ratio** The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- D. Reciprocity of ratios and wage rates** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

- ii Equal employment opportunity** The use of apprentices and journeymen under this part must 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 must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

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 the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

i. By entering into this contract, the contractor certifies that neither it nor 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 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11 Anti-retaliation It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or

iv. Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

B. Contract Work Hours and Safety Standards Act (CWHSSA)

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must

be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms “laborers and mechanics” include watchpersons and guards.

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

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. 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 watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).

3. Withholding for unpaid wages and liquidated damages

i. Withholding process The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

ii Priority to withheld funds The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A.** A contractor’s surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B.** A contracting agency for its procurement costs;
- C.** A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor’s bankruptcy estate;
- D.** A contractor’s assignee(s);
- E.** A contractor’s successor(s); or
- F.** A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss,

due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

- 5 Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;
- ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;
- iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
- iv. Informing any other person about their rights under CWHSSA or 29 CFR part 5.

- C. CWHSSA required records clause** In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

- D. Incorporation of contract clauses and wage determinations by reference** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.

- E. Incorporation by operation of law** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

F. HEALTH AND SAFETY

The provisions of this paragraph (F) are applicable where the amount of the prime contract exceeds **\$100,000**.

1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
2. The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
3. The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

TITLE 29: LABOR

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

Contents

- §3.1 Purpose and scope.
- §3.2 Definitions.
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- §3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.
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- §3.7 Applications for the approval of the Secretary of Labor.
- §3.8 Action by the Secretary of Labor upon applications.
- §3.9 Prohibited payroll deductions.
- §3.10 Methods of payment of wages.
- §3.11 Regulations part of contract.

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

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

§3.1 Purpose and scope.

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

§3.2 Definitions.

As used in the regulations in this part:

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

(b) The terms *construction*, *prosecution*, *completion*, or *repair* mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of

materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

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

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

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

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

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

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

§3.3 Weekly statement with respect to payment of wages.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) It is either:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of 1 year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of §3.6, and specifies any conditions which have changed in regard to the payroll deductions.

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

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

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

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

§3.8 Action by the Secretary of Labor upon applications.

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

§3.9 Prohibited payroll deductions.

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

§3.10 Methods of payment of wages.

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

§3.11 Regulations part of contract.

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

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

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

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

2. Certifies that:

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

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

4. Certifies that:

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

(b) The undersigned is (choose one):

(1) A SINGLE PROPRIETORSHIP

(3) A CORPORATION ORGANIZED IN THE STATE OF

(2) A PARTNERSHIP

(4) OTHER ORGANIZATION (Describe)

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

NAME	TITLE	ADDRESS

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

NAME	ADDRESS	NATURE OF INTEREST

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

NAME	ADDRESS	TRADE CLASSIFICATION

Date _____

(Contractor)

By _____

SECTION 504 CERTIFICATION

POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

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

(Name) _____

(Address) _____

City State Zip

Telephone Number () _____ - _____ Voice
() _____ - _____ TDD

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

4.1.2 Temporary Project Signage

All construction projects utilizing TxCDBG funding must have temporary signage erected in a prominent location at the construction project site. For projects with a Citywide benefit but multiple project locations, (E.g., water meter replacement throughout the city, manhole replacement throughout the city, etc.) the temporary signage may be located in a central location such as City Hall or the County Courthouse provided that the temporary signage is accompanied by a description or map of the specific locations. A photo of this signage must be submitted with Group B Performance Report to TDA prior to the release of construction funds.

Requirements of temporary signage include:

- placement in a prominent visible public area that is not blocked or obscured;
- constructed of durable materials;
- minimum size of **11" x 17"** with lettering no smaller than 1/2";
- Required text (or similar)*:

This project is funded by the Texas Department of Agriculture with funds allocated by the U.S. Department of Housing and Urban Development through the Community Development Block Grant Program.

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

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

CONSTRUCTION CONTRACT COMPLIANCE

CERTIFICATE OF INSURANCE

TO:

Date_____

Project No. _____

Owner

Type of _____

Address

Project_____

THIS IS TO CERTIFY THAT _____
(Name and address of insured)

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 policy noted on reverse side hereof.

TYPE OF INSURANCE

	Policy No.	Effective Date	Expiration Date	Limits of Liability
Public Liability				1 Person \$ 1 Accident\$
Contingent Liability				1 Person \$ 1 Accident\$
Property Damage				
Builder's Risk				
Automobile				
Worker's Compension				

The foregoing Policies (do) (do not) cover all sub-contractors.

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.

When applicable local laws or regulations require more than five days actual notice of change or cancellation to the assured, the above policies contain such special requirements, either in the body thereof or by appropriate endorsement thereto attached.

(Name of Insurer)

By _____

Title_____

Sample Construction Contract

DISCLAIMER: This sample draft document was developed for TX-CDBG grant projects and may not include all applicable provisions. This document has important legal consequences. Please consult with your legal counsel with respect to its completion or modification to ensure that it is in compliance with any appropriate local, state and federal laws applicable.

Required TDA Contract Provisions are marked with a (). Please ensure these are included in your contract.**

THIS AGREEMENT made this the _____ day of _____, 20_____, by and between [Name of Firm], an [Description of Firm], hereinafter called the “*Contractor*”, and the CITY OF PARIS, hereinafter called the “*City*.”

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

ARTICLE 1. Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services, and perform and complete all work required for the construction of the Improvements embraced in the Project; namely, 1st Street SE Improvements (CDBG Grant No. CDM23-0207) for the Texas Community Development Block Grant (TxCDBG) project, all in strict accordance with the contract documents including all addenda thereto, numbered _____, dated _____ and _____, all as prepared by MTG Engineers & Surveyors, Inc., acting and in these contract documents preparation, referred to as the “*Engineer*”.

ARTICLE 2. The Contract Price. The City will pay the Contractor for the performance of the Contract in current funds, for the total quantities of work performed at the *unit prices* stipulated in the Bid for the several respective items of work completed subject to additions and deductions as provided in Exhibit ____, hereof.

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

- | | |
|---------------------------------|--|
| (a) This Construction Agreement | (g) Technical Specifications |
| (b) General Conditions, Part I | (h) Drawings (as listed in the Schedule of Drawings) |
| (c) Addenda, if any | (i) [Add any applicable document] |
| (d) Invitation for Bids | |
| (e) Instructions to Bidders | |
| (f) Signed Copy of Bid | |

ARTICLE 4. Performance. Work, in accordance with the Contract dated _____, _____, shall commence on or before October 1, 2025, and Contractor shall complete the WORK within **90** consecutive calendar days thereafter. The date of completion of all WORK is, therefore, December 30, 2025.

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated,

forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three (3) original copies on the day and year first above written.

(The Contractor)

By: _____
Title: _____

CITY OF PARIS
(The City)

By: _____
Mihir "Mark" Pankaj
Title: Mayor

Corporate Certifications

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

Corporate Seal

(Corporate Secretary)

TDA - GENERAL CONDITIONS FOR CONSTRUCTION - PART I

1. Contract and Contract Documents

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

2. Definitions

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

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

3. Supervision By Contractor

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

4. Subcontracts

- (a) The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until Contractor has verified the subcontractor has been cleared (not suspended or debarred) to participate in federally funded

contracts. It is the sole responsibility of the prime contractor to verify subcontractor eligibility based on factors such as past performance, proof of liability insurance, possession of a federal tax number, and state licensing requirements.

- (b) No proposed subcontractor shall be disapproved by the City except for cause.
- (c) The Contractor shall be fully responsible to the City for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them.
- (d) The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work and required compliance by each subcontractor with the applicable provisions of the Contract.
- (e) Nothing contained in the Contract shall create any contractual relation between any subcontractor and the City.
- (f) Contractors are encouraged to subcontract with Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and labor surplus area firms.
 - 1) The non-federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible;
 - 2) Affirmative steps must include:
 - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - ii. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
 - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
 - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - v. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5).

5. Fitting and Coordination of Work

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

6. Payments to Contractor

(a) Partial Payments

- 1) The Contractor shall prepare the requisition for partial payment as of the last day of the month and submit it, with the required number of copies, to the Engineer for approval. The amount of the payment due the Contractor shall be determined by adding to the total value of work completed to date, the value of materials properly stored on the site and deducting (1) Five Percent (5%) of the total amount, to be retained until final payment, and (2) the amount of all previous payments. The total value of work completed to date shall be based on the estimated quantities of work completed and on the unit prices contained in the agreement. The value of materials properly stored on the

site shall be based upon the estimated quantities of such materials and the invoice prices. Copies of all invoices shall be available for inspection of the Engineer.

- 2) Monthly or partial payments made by the City to the Contractor are advanced for the purpose of assisting the contractor to expedite the work of construction. The Contractor shall be responsible for the care and protection of all materials and work upon which payments have been made until final acceptance of such work and materials by the City. Such payments shall not constitute a waiver of the right of the City to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the City in all details.

(b) Final Payment

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

(c) Payments Subject to Submission of Certificates

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

(d) Withholding Payments

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

7. Changes in the Work

- (a) The City may make changes in the scope of work required to be performed by the Contractor under the Contract without relieving or releasing the Contractor from any obligations under the Contract or any guarantee given pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided in writing otherwise.
- (b) Except for the purpose of affording protection against any emergency endangering health, life, limb or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the improvements or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the City authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract Price will be valid unless so ordered.
- (c) If applicable unit prices are contained in the Contract, the City may order the Contractor to proceed with desired unit prices specified in the Contract; provided that in case of a unit price contract the net value of all changes does not increase the original total amount of the agreement by more than twenty-five percent (25%) or decrease the original the total amount by more than twenty-five percent (25%) for municipalities and eighteen percent (18%) for counties without the written consent of the contractor. [Texas Local Government Code Section 252.048(d) and Section 262.031 (b)]
- (d) Each change order shall include in its final form:
 - 1) A detailed description of the change in the work.
 - 2) The Contractor's proposal (if any) or a confirmed copy thereof.
 - 3) A definite statement as to the resulting change in the contract price and/or time.
 - 4) The statement that all work involved in the change shall be performed in accordance with contract requirements except as modified by the change order.
 - 5) The procedures, as outlined in this Section for a unit price contract also apply in any lump sum contract.

8. Claims for Extra Cost

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

- (d) If, on the basis of the available evidence, the City determines that an adjustment of the Contract Price and/or time is justifiable, a change order shall be executed.

9. Termination, Delays, and Liquidated Damages

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

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

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

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

If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the City shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor pursuant to this Agreement shall, at the option of the City, be turned over to the City and become the property of the City. In the event of termination for cause, the Contractor shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of contract by the Contractor, and the City may set-off the damages it incurred as a result of the Contractor's breach of contract from any amounts it might otherwise owe the Contractor. 2 CFR 200 APPENDIX 11(8)

(c) Liquidated Damages for Delays.

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

(d) Excusable Delays

- 1) The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due to:
 - i. Any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, national defense, or any other national emergency;

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

10. Assignment or Novation

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

11. Technical Specifications and Drawings

Anything mentioned in the Technical Specifications and not shown on the Drawings or vice versa, shall be of like effect as if shown on or mentioned in both. In case of difference between Drawings and Technical Specifications, the Technical Specifications shall govern. In case of any discrepancy in

Drawings, or Technical Specifications, the matter shall be immediately submitted to the City for review. Contractor shall be liable for any issues or expenses in the event the discrepancy is not submitted to the City.

12. Shop Drawings

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

- (c) If a shop drawing is in accordance with the contract or involves only minor adjustment in the interest of the City not involving a change in contract price or time, the engineer may approve the drawing. The approval shall not relieve the Contractor from responsibility to adhere to the contract or for any error in the drawing.

13. Requests for Supplementary Information

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

14. Materials and Workmanship

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

15. Domestic Preferences

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

For the purposes of section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- (3) [Iron and steel products, Manufactured Products, and Construction Materials] used in this project comply with the Build America, Buy America Act (BABA) requirements mandated by Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Publ. L. 177-58.

16. Samples, Certificates and Tests

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

- 3) The Contractor shall assume all costs of testing materials offered in substitution for those found deficient;
- 4) The City will pay all other expenses.

17. Permits and Codes

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

18. Care of Work

- (a) The Contractor shall be responsible for all damages to person or property that occur as a result of its fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance.
- (b) The Contractor shall provide sufficient competent watchmen, both day and night, including Saturdays, Sundays, and holidays, from the time the work is commenced until final completion and acceptance.

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

19. Accident Prevention

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

20. Sanitary Facilities

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

21. Use of Premises

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

22. Removal of Debris, Cleaning, Etc.

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

23. Inspection

- (a) All materials and workmanship shall be subject to inspection, examination, or test by the City and Engineer at any and all times during manufacture or construction and at any and all places where such manufacture or construction occurs. The City shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the City may by contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any Monies which may be due the Contractor, without prejudice to any other rights or remedies of the City.
- (b) The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required. All tests by the City will be performed in such manner as not to delay the work unnecessarily and will be made in accordance with the provisions of the technical specifications.

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

24. Review by City

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

25. Final Inspection

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

26. Deduction for Uncorrected Work

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

27. Insurance

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

- (a) Worker's Compensation Insurance: The Contractor shall procure and shall maintain during the life of this contract Worker's Compensation Insurance as required by the State of Texas for all of his employees to be engaged in work at the site of the project under this contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance.
- (b) Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance. The Contractor shall procure and shall maintain during the life of this contract Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the following amounts: (\$500,000, \$1,000,000, \$100,000).
- (c) Proof of Insurance: The Contractor shall furnish the City with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days written notice has been received by the City."

28. Warranty of Title

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

29. Warranty of Workmanship and Materials

Neither the final certificate of payment nor any Provision in the Contract nor partial or entire use of the improvements included in this Contract by the City or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom, w h i c h shall appear within a period of 12 months from the date of final acceptance of the work.

30. Job Offices

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

31. Partial Use of Site Improvements

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

- (a) The use of such sections of the Improvements shall in no way impede the completion of the remainder of the work by the Contractor.
- (b) The Contractor shall not be responsible for any damages or maintenance costs due directly to the use of such sections.

32. Contract Documents and Drawings

The Engineer will furnish the Contractor, without charge, 3 copies of the Contract Documents, including Technical Specifications and Drawings. Additional copies requested by the Contractor will be furnished at cost.

33. Contract Period

The work to be performed under this contract shall commence within the time stipulated by the City in the Notice to Proceed and shall be fully completed within 150 calendar days thereafter.

34. Liquidated Damages

Since the actual damages for any delay in completion of the work under this contract are impossible to determine, the Contractor and his Sureties shall be liable for and shall pay to the City the sum of \$500.00, as fixed, agreed and liquidated damages for each calendar day of delay from the above stipulated time for completion.

ADMINISTRATIVE REQUIREMENTS

35. Local Program Liaison

For purposes of this Agreement, **Todd Mittge, City Engineer for the City Paris**, or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Contractor. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

36. Access to Information

(a) The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas Department of Agriculture (TDA), and the City, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Contractor which are pertinent to the CDBG award, in order to make audits, examinations, excerpts, and transcripts, and to closeout the City's CDBG contract with TDA. 2 CFR 200.336 (former 24 CFR 85.36(i)(10)). The Office of the Comptroller General of the United States, the Government Accountability Office, the Office of Inspector General, or any authorized representative of the U.S. Government shall also have this right of inspection.

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

37. Records Retention

(a) The Contractor shall retain all required records for three years after the City makes its final payment and all pending matters are closed. 2 CFR 200.333 (former 24 CFR (85.36(i)(11))

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

Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-federal entities.

38. Resolution of Program Non-Compliance and Disallowed Costs

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

39. Compliance with Davis-Bacon Act, as amended (40 U.S.C. 3141-3148)

When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

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

The 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 City must report all suspected or reported violations to TDA. 2 CFR 200 APPENDIX II (D)

40. Compliance with the Copeland "Anti-Kickback" Act

- (a) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (b) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

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

41. Conflicts of Interest

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

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

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

43. Byrd Anti-Lobbying

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 31U.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.

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

- (d) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (e) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (f) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. 2 CFR 200 APPENDIX II (I) and 24 CFR §570.303

44. Overtime Requirements

No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of 40 hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of 40 hours in such work week, as the case may be. 2 CFR 200 APPENDIX II (E)

45. Equal Opportunity Clause

Comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public

Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other non-discrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply.

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

- (a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (c) The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (d) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (e) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (f) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (g) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (h) The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States. 41 CFR §60-1.4(b) And 2 CFR 200 APPENDIX II (C)

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

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

47. Contract Work Hours and Safety Standards Act (40 U.S.C.3701-3708).

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or 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.

The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the

administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States. 41 CFR §60-1.4(b) And 2 CFR 200 APPENDIX II (C)

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

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

49. Age Discrimination Act of 1975.

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

50. Non-Segregated Facilities

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

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

(a) To the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project. Attached to contract is HUD's Section 3 Frequently Asked Questions.

(b) The Contractor will include this clause in every subcontract for work in connection with the project.

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

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

- (b) The parties to this Contract agree to comply with HUD's regulations in 24 CFR part 75, which implement section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- (c) The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- (d) The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 75.
- (e) Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

53. Gender Neutral - Gender References

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

54. Patent Rights and Inventions

The contractor shall comply with the requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract. (2 CFR 200 Appendix II (f) and Rights to Inventions in 37 CFR Part 401).

55. Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

56. Energy Efficiency

The Contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201). (2 CFR 200 Appendix II (h))

57. System for Award Management (SAM)

All contractors and subcontractors must be searched AND cleared (not suspended or debarred) prior to authorization to work on the project.

58. Solid Waste Disposal Act

Contractors must comply with section 6002 of the Solid Waste Disposal 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 during 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.

59. Procurement of Recovered Materials

(a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired-

- 1) Competitively within a time frame providing for compliance with the contract performance schedule;
- 2) Meeting contract performance requirements; or
- 3) At a reasonable price.

(b) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, www.epa.gov.

STATE REQUIREMENTS

60. Verification No Boycott Israel.

As required by Chapter 2271, Government Code, CONTRACTOR hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

61. Foreign Terrorist Organizations.

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

ENVIRONMENTAL CONDITIONS

62. Clean Air Act and the Federal Water Pollution Control Act

The Contractor or subcontractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). 2 CFR 200 APPENDIX II (G)

63. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

64. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

65. Buy America Preference

Pursuant to the Buy America, Build America Act (BABA), Grant Recipients that are awarded funding for infrastructure projects beginning in Program Year 2023 must ensure that the required items used in the project are produced in the United States. HUD's phased implementation will apply BABA documentation requirements to additional items each year – new grant awards must comply with the BABA requirements applicable to the period in which they are awarded.

The Buy America preference applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. An item meets BABA requirements if:

- Iron and steel – all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- Construction materials and manufactured products –
 - the item was manufactured in the United States; or
 - the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product; or

- the components of the manufactured product meets another standard for determining the minimum amount of domestic content of the manufactured product established under applicable law or regulation.

The Grant Recipient must provide an itemization to identify the products, quantities, and costs as support documentation.

- The bid tab must be sufficiently detailed to itemize each separate product or material and indicate BABA applicability, OR a separate schedule must be attached to identify BABA applicability for all products or materials.
- If a change to the contract includes new products or materials, and updated itemization must be submitted with the change order.

Documentation of BABA compliance must be provided for a minimum of 95% of all iron, steel, manufactured products, and construction materials used in the project, according to the phased implementation schedule. TDA has not received guidance as to the documentation necessary to support the Buy America status of the project. Until further guidance is provided, the Grant Recipient must provide written evidence from the manufacturer or supplier that:

- Identifies the item purchased;
- Affirms the location of manufacture as within the United States; and
- If signed by an authorized company representative.

In rare instances, a BABA waiver may be available. To request such a waiver, the Grant Recipient must provide a letter to the TxDBG Director requesting a BABA waiver, citing the relevant exception, and providing a narrative justification and any supporting documentation for how the exception applies to

the project. NOTE: TDA does not have the authority to waive BABA requirements; all requests for waivers will be evaluated by TDA and, if applicable, forwarded for review and potential approval by both HUD and the Office of Management and Budget. **Any project delays due to the waiver process will not be considered for proposed Grant Agreement extensions.**

66. Prohibition on Certain Telecommunications and Video Surveillance Equipment

- a. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 1. Procure or obtain covered telecommunications equipment or services.
 2. Extend or renew a contract to procure or obtain covered telecommunications equipment or services.
 3. Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.
- b. As described in section 889 of Public Law 115-232, “covered telecommunications equipment or services” means any of the following:
 - 1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

3) Telecommunications or video surveillance services provided by such entities or using such equipment;

4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;

c. For the purposes of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

d. In implementing the prohibition under section 889 of [Public Law 115-232](#), heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.

e. When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with payment requests and financial the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting reports.

67. Other Conditions

Any special conditions such as mitigation measures will be carried out as instructed by the Environmental Review Record. Enter Mitigation Measures from City Environmental Review Record as applicable.

68. Ineligibility to Receive State Grants Or Loans Or Bid On State Contracts

In accordance with Section 231.006 of the Texas Family Code, a child support obligator who is 30 or more days delinquent in paying child support is not eligible to:

- 1) Enter into a contract to provide property, materials or services under a contract with the state; or
- 2) Receive a state-funded grant or loan.

Under Section 231.006(d) of the Texas Family Code, regarding Child Support, the vendor or contractor certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified contract and associated payments and acknowledges that the contract may be terminated, and payment withheld if this certification is inaccurate.

PERFORMANCE BOND

Contractor Name: Address <i>(principal place of business)</i> :	Surety Name: Address <i>(principal place of business)</i> :
Owner Name: CITY OF PARIS Mailing address <i>(principal place of business)</i> : 135 SE 1st Street Paris, TX 75460	Contract Description <i>(name and location)</i> : 1st Street SE Revitalization CDBG Grant No. CDM23-0207 Engineer's Project No. 246035 Contract Price: Effective Date of Contract:
Bond Bond Amount: Date of Bond: <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: ☐ None ☐ See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

- 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 - 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
14. Definitions
- 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
- 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
- 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
- 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: **[Describe modification or enter “None”]**

PAYMENT BOND

Contractor Name: Address <i>(principal place of business)</i> :	Surety Name: Address <i>(principal place of business)</i> :
Owner Name: CITY OF PARIS Mailing address <i>(principal place of business)</i> : 135 SE 1st Street Paris, TX 75460	Contract Description <i>(name and location)</i> : 1st Street SE Revitalization CDBG Grant No. CDM23-0207 Engineer's Project No. 246035 Contract Price: Effective Date of Contract:
Bond Bond Amount: Date of Bond: <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: ☐ None ☐ See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;

- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 16.1.7. The total amount of previous payments received by the Claimant; and
 - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows: **[Describe modification or enter "None"]**

ATTORNEY'S REVIEW CERTIFICATION

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

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

Attorney's signature: _____ Date: _____

Print Attorney's Name: _____

Texas State Bar Number: _____

Construction Forms

CHANGE ORDER FORM NO. _____

Owner: CITY OF PARIS
 Engineer: MTG Engineers & Surveyors, Inc.
 Contractor:

Owner's Project No.:
 Engineer's Project No.: 246035
 TDA No.: CDBG Grant No. CDM23-0207

Project: 1st Street SE Revitalization

Date Issued: Effective Date of Change Order:

The Contract is modified as follows upon execution of this Change Order:

Description:
[Description of the change]

Attachments:
[List documents related to the change]

Change in Contract Price	Change in Contract Times [State Contract Times as either a specific date or a number of days]
Original Contract Price: \$ _____	Original Contract Times: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order] : \$ _____	[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order] : Substantial Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] this Change Order: \$ _____	[Increase] [Decrease] this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____

Recommended by Engineer (if required)

By: _____
 Title: _____
 Date: _____

 Authorized by Owner

By: _____
 Title: _____
 Date: _____

Accepted by Contractor

Approved by Funding Agency (if applicable)

Certificate of Construction Completion (COCC)

(Submit one for each Prime Construction Contract)

Grant Recipient: CITY OF PARIS
 1st Street SE Revitalization

TxCDBG Contract No: CDM23-0207
 Engineer's Project No: 246035

This is to certify that all construction work has been completed and a final inspection of the project described below was conducted on the _____ day of _____, _____. Contract was entered into on the _____ day of _____, _____ between the CITY OF PARIS and _____, for the construction of improvements under the 1st Street SE Revitalization project.

This is to further certify that:

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

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

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

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

 Vance Liles, Project Engineer
 MTG Engineers & Surveyors, Inc.
 Texarkana, TX

 Mihir "Mark" Pankaj, Mayor
 City of Paris
 Paris, TX

_____, Contractor

CONTRACTOR'S FINAL PAYMENT AFFIDAVIT

Locality:	CITY OF PARIS		TX CDBG No:	CDM23-0207
	1 st Street SE Revitalization		Eng. Project No.	246035
Contractor:			Date:	

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared _____, who being duly sworn, on oath, says that he is a duly authorized representative of _____; Contractor, and that all terms of the Contract for the completion of certain public works described in the 1st Street SE Revitalization project for the CITY OF PARIS have been satisfactorily completed and that ALL sums of money for payrolls, bills for material and equipment, and other indebtedness connected with the Work for the Owner or its property might in any way be responsible to the best of my knowledge and belief, have been paid or will be paid or otherwise satisfied within thirty days after receipt of final payment from the Owner, or within the period of time required by Article 601f, Vernon's Civil Statutes. Payments not made in full at the time of this affidavit are listed below.

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

Individual or Co. Name	Mailing Address	Amount Owed

Signature
Title

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

--

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

	(SEAL)
--	--------

Notary Public in and for _____ County, Texas

Technical Specifications

SECTION 01010

SUMMARY OF WORK

PART 1 GENERAL

The City of Paris, Texas, is constructing improvements under CDBG Grant Number CDM23-0207, for a 1st Street Revitalization project.

1.1 SECTION INCLUDES

1. Work by Owner.
2. Owner furnished products.
3. Contractor use of site and premises.
4. Future work.
5. Work sequence.
6. Owner occupancy.
7. List of Drawings.

1.2 WORK BY OWNER

1. The Owner is awarding contracts for the demolition of an existing 1st Street pavement section, to be replaced with a brick paver pedestrian plaza and associated sidewalk improvements, including bollards, lighting and irrigation.

1.3 OWNER FURNISHED PRODUCTS

1. None.

1.4 CONTRACTOR USE OF SITE AND PREMISES

1. Access to Site: Monday through Friday, 7:00 a.m. to 5:00 p.m. Overtime work requires prior approval by the Engineer/Owner.
2. Construction Operations: Limited to areas noted on Drawings.

1.5 FUTURE WORK

1. No future work is planned under this contract.

1.6 WORK SEQUENCE

1. Construct Work in stages to accommodate Owner' s occupancy requirements during the construction period, coordinate construction schedule and operations with Owner/Engineer.
 - a. Coordinate construction with the Owner.
 - b. Schedule work so that Public has continuous access.

1.7 OWNER OCCUPANCY

1. The Owner/Public will occupy adjacent streets during the entire period of construction.
2. Cooperate with Owner/Public to minimize conflict and to facilitate Owner' s/Public' s access.
3. Provide barricades, flag person, and flashers as required to protect the public and maintain passage of traffic.

1.8 LIST OF DRAWINGS

See Table of Contents.

END OF SECTION

SECTION 01050

FIELD ENGINEERING

1. GENERAL

A. REQUIREMENTS INCLUDED

- (1) Owner's consultant engineer, MTG Engineers & Surveyors, Inc., hereafter referred to as Engineer, is responsible for identifying existing control points, property lines, easement lines, and right-of-way lines.
- (2) Engineer will also be responsible for the initial provision of all horizontal and vertical controls, as stated in these specifications, necessary for the construction effort.
- (3) The Contractor shall be responsible for the proper utilization of engineering or surveying services as is outlined herein.

B. RELATED REQUIREMENTS

- (1) Conditions of the Contract.
- (2) Section 01010 - Summary of the Work.

2. QUALIFICATIONS OF SURVEYOR OR ENGINEER

Qualified Registered Professional Engineer or Registered Land Surveyor, as is required, contracted to the Owner for the provision of services herein stated.

3. SURVEY REFERENCE POINTS

- A. Adequate horizontal and vertical control points for the Project shall be provided for the Contractor.
- B. The Contractor shall locate and protect control points and bench marks prior to starting site work and preserve all permanent reference points during construction.
- C. The Contractor shall make no changes or relocations without prior written notice to the Engineer.
- D. The Contractor shall report to the Engineer when any reference or control point is lost or destroyed or requires relocation because of necessary changes in grades or locations.

- E. The Contractor shall bear the cost of reestablishing the control points and bench marks, if such are disturbed, and shall assume the entire expense of rectifying work improperly constructed due to failure to maintain and protect the same.

4. ESTABLISHING LINES AND GRADES

- A. All work under this Contract shall be constructed in accordance with the lines and grades shown on the Drawings. The full responsibility for holding to alignment and grade shall rest upon the Contractor.
- B. The Contractor shall be required to provide his own day-to-day construction staking from the horizontal and vertical control furnished by the Engineer.
- C. The horizontal and vertical control furnished by the Engineer shall be located such that the Contractor's work forces shall only be required to transfer grades. The Engineer will provide offset vertical and horizontal construction staking, within reason, as required for the construction operations. The Contractor shall be required to provide his own day-to-day construction staking from the horizontal and vertical control furnished by the Engineer.
- D. The Contractor shall be responsible for notifying the Engineer a minimum of 48 hours prior to the time at which site staking may be required.

END OF SECTION

SECTION 01090

REFERENCE STANDARDS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Quality assurance.
- B. Schedule of references.

1.2 RELATED SECTIONS

- A. General Conditions and Supplemental General Conditions: Reference Standards.

1.3 QUALITY ASSURANCE

- A. For products or workmanship specified by association, trade, or Federal Standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by date of issue current on date for receiving bids or date specified in Product Sections should there be a conflict.
- C. Obtain copies of standards when required by Contract Documents.
- D. Maintain copy at job site during submittals, planning, and progress of the specific work, until Substantial Completion.
- E. Should specified reference standards conflict with Contract Documents, request clarification from Engineer before proceeding.
- F. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.4 SCHEDULE OF REFERENCES

AASHTO	American Association of State Highway and Transportation Officials 444 North Capitol Street, N.W. Washington, DC 20001
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ACI	American Concrete Institute Box 19150 - Reford Station Detroit, MI 48219
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AGC	Associated General Contractors of America 1957 E Street, N.W. Washington, DC 20006
AI	Asphalt Institute Asphalt Institute Building College Park, MD 20740
AIA	American Institute of Architects 1735 New York Avenue, N.W. Washington, DC 20006
AISC	American Institute of Steel Construction 400 North Michigan Avenue - Eighth Floor Chicago, IL 60611
AISI	American Iron and Steel Institute 1000 16th Street, N.W. Washington, DC 20036
ANSI	American National Standards Institute 1430 Broadway New York, NY 10018
APA	American Plywood Association Box 11700 Tacoma, WA 98411
ASME	American Society of Mechanical Engineers 345 East 47th Street New York, NY 10017
ASPA	American Sod Producers Association 4415 West Harrison Street Hillside, IL 60162
ASTM	American Society for Testing and Materials 1916 Race Street Philadelphia, PA 19103
AWS	American Welding Society 550 LeJeune Road, N.W. Miami, FL 33135

AWWA	American Water Works Association 6666 West Quincy Avenue Denver, CO 80235
CLFMI	Chain Link Fence Manufacturers Institute 1101 Connecticut Avenue, N.W. Washington, DC 20036
CRSI	Concrete Reinforcing Steel Institute 933 Plum Grove Road Schaumburg, IL 60195
DIPRA	Ductile Iron Pipe Research Association 245 Riverchase Parkway, Suite O Birmingham, AL 35244
EJCDC	Engineers' Joint Contract Documents Committee American Consulting Engineers Council 1015 15th Street, N.W. Washington, DC 20005
EJMA	Expansion Joint Manufacturers Association 25 North Broadway Tarrytown, NY 10591
ICBO	International Conference of Building Officials 5360 South Workman Mill Road Whittier, CA 90601
IEEE	Institute of Electrical and Electronics Engineers 345 East 47th Street New York, NY 10017
NEMA	National Electrical Manufacturers' Association 2101 'L' Street, N.W. Washington, DC 20037
NFPA	National Fire Protection Association Battery March Park Quincy, MA 02269
PCA	Portland Cement Association 5420 Old Orchard Road Skokie, IL 60077

PCI	Prestressed Concrete Institute 201 North Wells Street Chicago, IL 60606
PS	Product Standard U. S. Department of Commerce Washington, DC 20203
SSPC	Steel Structures Painting Council 4400 Fifth Avenue Pittsburgh, PA 15213
UL	Underwriters' Laboratories, Inc. 333 Pfingston Road Northbrook, IL 60062
AHTD	Arkansas Highway & Transportation Department Little Rock, AR
TxDOT	Texas Department of Transportation Austin, TX

END OF SECTION

SECTION 01 20 00 - PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Cash allowances.
- B. Testing and inspection allowances.
- C. Schedule of Values.
- D. Application for Payment.
- E. Change procedures.
- F. Defect assessment.
- G. Unit prices.
- H. Alternates.

1.2 CASH ALLOWANCES

- A. Costs Included in Cash Allowances: Cost of product to Contractor or Subcontractor, less applicable trade discounts; delivery to Site and applicable taxes unless stated otherwise in Allowance Schedule.
- B. Costs Not Included in Cash Allowances but Included in Contract Sum/Price: Product handling at Site including unloading, uncrating, and storage; protection of products from elements and from damage; and labor for installation and finishing unless stated otherwise in Allowance Schedule.
- C. Architect/Engineer Responsibilities:
 - 1. Consult with Contractor for consideration and selection of products, suppliers and installers.
 - 2. Select products in consultation with Owner and transmit decision to Contractor.
 - 3. Prepare Change Order.
- D. Contractor Responsibilities:
 - 1. Assist Architect/Engineer in selection of products, suppliers.
 - 2. Obtain proposals from suppliers and offer recommendations.
 - 3. Upon notification of selection by Owner, execute purchase agreement with designated supplier.
 - 4. Arrange for and process Shop Drawings, Product Data, and Samples. Arrange for delivery.
 - 5. Promptly inspect products upon delivery for completeness, damage, and defects. Submit claims for transportation damage.
- E. Differences in actual costs will be adjusted by Change Order.

1.3 CONTINGENCY ALLOWANCES

- A. Not applicable for this project.

1.4 TESTING AND INSPECTION ALLOWANCES

- A. Payment for testing and inspection is provided by Owner.

1.5 SCHEDULE OF VALUES

- A. Not applicable for this project.

1.6 APPLICATION FOR PAYMENT

- A. Submit a signed PDF copy and an Excel version of each Application for Payment on EJCDC C-620 - Contractor's Application for Payment. Said form will be provided by the Engineer.
- B. Content and Format: Use Bid Form Values for listing items in Application for Payment.
- C. Submit updated construction schedule with Application for Payment when requested by the engineer.
- D. Payment Period: Submit at intervals stipulated in the Agreement.
- E. Submit three copies of lien releases when requested.
- F. Substantiating Data: When Engineer requires substantiating information, submit data justifying dollar amounts in question. Include the following with Application for Payment:
 - 1. Current construction photographs specified in Section 01 33 00 - Submittal Procedures.
 - 2. Partial release of liens from major Subcontractors and vendors.
 - 3. Record Documents as specified in Section 01 70 00 - Execution and Closeout Requirements, for review by Owner, which will be returned to Contractor.
 - 4. Affidavits attesting to off-Site stored products.
 - 5. Construction Progress Schedule, revised and current as specified in Section 01 33 00 - Submittal Procedures.

1.7 CHANGE PROCEDURES

- A. Submittals: Submit name of individual who is authorized to receive change documents and is responsible for informing others in Contractor's employ or Subcontractors of changes to the Work.
- B. Carefully study and compare Contract Documents before proceeding with fabrication and installation of Work. Promptly advise Engineer of any error, inconsistency, omission, or apparent discrepancy.
- C. Requests for Interpretation (RFI) and Clarifications: Allot time in construction scheduling for liaison with Engineer; establish procedures for handling queries and clarifications.

- D. Engineer will advise of minor changes in the Work not involving adjustment to Contract Sum/Price or Contract Time by issuing supplemental instructions.
- E. Engineer may issue Proposal Request or Notice of Change including a detailed description of proposed change with supplementary or revised Drawings and Specifications, a change in Contract Time for executing the change with the period of time during which the requested price will be considered valid. Contractor will prepare and submit estimate within 7 days.
- F. Stipulated Sum/Price Change Order: Based on Proposal Request or Notice of Change and Contractor's fixed price quotation.
- G. Unit Price Change Order: For Contract unit prices and quantities, the Change Order will be executed on a fixed unit price basis. For unit costs or quantities of units of that which are not in the original contract, execute Work as provided in a Change Order.
- H. Work Directive Change: Engineer may issue directive, on EJCDC C-940 - Work Change Directive signed by Owner and Engineer, instructing Contractor to proceed with change in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work and designate method of determining any change in Contract Sum/Price or Contract Time. Promptly execute change.
- I. Time and Material Change Order: Submit itemized account and supporting data after completion of change, within time limits indicated in Conditions of the Contract. Engineer will determine change allowable in Contract Sum/Price and Contract Time as provided in Contract Documents.
- J. Maintain detailed records of Work done on time and material basis. Provide full information required for evaluation of proposed changes and to substantiate costs for changes in the Work.
- K. Document each quotation for change in Project Cost or Time with sufficient data to allow evaluation of quotation.
- L. Change Order Forms: EJCDC C-941 - Change Order.
- M. Execution of Change Orders: Architect/Engineer will issue Change Orders for signatures of parties as provided in Conditions of the Contract.
- N. Correlation of Contractor Submittals:
 - 1. Promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as separate line item and adjust Contract Sum/Price.
 - 2. Promptly revise Progress Schedules to reflect change in Contract Time, revise subschedules to adjust times for other items of Work affected by the change and resubmit.
 - 3. Promptly enter changes in Record Documents.

1.8 DEFECT ASSESSMENT

- A. Replace the Work, or portions of the Work, not conforming to specified requirements.
- B. If, in the opinion of Engineer, it is not practical to remove and replace the Work, Engineer will direct appropriate remedy or adjust payment.

- C. Authority of Engineer to assess defects and identify payment adjustments is final.
- D. Payment will not be made for rejected products.

1.9 UNIT PRICES

- A. Quantities, as given in Bid Form, have been carefully computed by the Engineer.
- B. "Field Measured" Quantities: the Contractor shall be paid for the actual measured amounts; however, at time of construction if the Contractor anticipates overruns in quantities, work and payment is at risk unless prior approval is obtained for changes in quantity.
- C. "Plan Measured" Quantities: the Contractor will be paid for no more than plan quantities. It is therefore incumbent upon the Contractor to closely adhere to the stipulated plan dimensions, grade and typical section and construct the project thereby.
- D. Payment shall be considered as full compensation for all work required in provision, installation, and completion of the item(s).
- E. Where actual quantities exceed Bid Form, change orders prepared by the Engineer and approved by the owner will be required for both Plan and Field Measured Quantities.
- F. The Contractor shall furnish all labor, materials, tools, equipment, and perform all work and services associated with each item of work as listed in the Proposal and the Reference Sections of the specifications. Although such work is not specifically indicated, the Contractor shall furnish and install all supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a sound, secure and complete installation. If a specific item of work, associated with the completion of another item, is not specifically mentioned herein, elsewhere, or in the Construction Drawings, the Contractor shall furnish, install or construct such item and shall consider it subsidiary and incidental, in terms of payment or compensation, to the various bid items with which it would normally be associated.

- G. The following is a listing of each item of the Proposal, referenced by the corresponding item number(s) in the Proposal and a key word identification. Explanation and direction is given as to the section(s) of these Specifications which directly relates to the item(s), the method to be utilized in measurement for the work required and all portions of the work included in the Contract which will be considered subsidiary in terms of payment to the item(s).
- H. Project items as listed in Bid Form.
- A. Engineer will take measurements and compute quantities accordingly. Provide assistance in taking of measurements.
 - B. Payment Includes: Full compensation for required labor, products, tools, equipment, plant and facilities, transportation, services and incidentals; erection, application, or installation of item of the Work; overhead and profit.
 - C. Final payment for Work governed by unit prices will be made on basis of actual measurements and quantities accepted by Architect/Engineer multiplied by unit sum/price for Work incorporated in or made necessary by the Work.
 - D. Measurement of Quantities:
 - 1. Weigh Scales: Inspected, tested, and certified by applicable State weights and measures department within past year.
 - 2. Platform Scales: Of sufficient size and capacity to accommodate conveying vehicle.
 - 3. Metering Devices: Inspected, tested, and certified by applicable State department within past year.
 - 4. Measurement by Weight: Concrete reinforcing steel, rolled or formed steel, or other metal shapes will be measured by handbook weights. Welded assemblies will be measured by handbook or scale weight.
 - 5. Measurement by Volume: Measured by cubic dimension using mean length, width, and height or thickness. Earthwork, paving and site work quantities will be based on in-place field quantities.
 - 6. Measurement by Area: Measured by square dimension using mean length and width or radius.
 - 7. Linear Measurement: Measured by linear dimension, at item centerline or mean chord.
 - 8. Stipulated Sum/Price Measurement: Items measured by weight, volume, area, or linear means or combination, as appropriate, as completed item or unit of the Work.

1.10 Unit Price Schedule

A. The following Items represent the Contract work and scope:

BASE BID

- 1 MOBILIZATION, INSURANCE, & BONDING TxDOT Spec 500
- 2 FURNISH AND INSTALL TRAFFIC CONTROL TxDOT Spec 500
- 3 STORMWATER POLLUTION PREVENTION PLAN AND EROSION CONTROL TxDOT Spec 506
- 4 REMOVE & DISPOSE EXIST PAVEMENT (VARIABLE DEPTH) TxDOT Spec 105
- 5 REMOVE CONC CURB & GUTTER TxDOT Spec 104
- 6 REMOVE CONC SIDEWALK TxDOT Spec 104
- 7 FURNISH AND INSTALL CONC BARRIER FREE RAMP (TYPE 1) TxDOT Spec 531
- 8 INSTALL CONC SIDEWALKS (4") TxDOT Spec 531
- 9 FURNISH AND INSTALL CURB AND GUTTER TxDOT Spec 529
- 10 INSTALL ASPHALT PAVEMENT (VARIABLE DEPTH) TxDOT Spec 341
- 11 INSTALL CONCRETE ROAD BASE (6") TxDOT Spec 275
- 12 STRUCTURAL: BRICK PAVING STONE TxDOT Spec 528
- 13 FURNISH AND INSTALL RED BRICK PAVING STONE TxDOT Spec 528
- 14 FURNISH AND INSTALL GRAY BRICK PAVING STONE TxDOT Spec 528
- 15 FURNISH AND INSTALL RED SPONSOR PAVING STONE TxDOT Spec 528
- 16 REMOVABLE BOLLARDS TxDOT Spec 5005
- 17 TRENCH DRAIN TxDOT Spec 474
- 18 INSTALL LIGHT POLE TxDOT Spec 610
- 19 INSTALL CONDUIT BY TRENCH TxDOT Spec 618
- 20 INSTALL TRAFFIC RATED CONCRETE PULL BOX TxDOT Spec 465
- 21 ADJUST TO GRADE- LIGHTPOLE TxDOT Spec 610
- 22 ADJUST TO GRADE- TELEPHONE MANHOLE TxDOT Spec 479
- 23 ADJUST TO GRADE- SEWER MANHOLE TxDOT Spec 479
- 24 ADJUST TO GRADE- WATER METER TxDOT Spec 7040
- 25 ADJUST TO GRADE - WATER VALVE TxDOT Spec 7040
- 26 ADJUST TO GRADE- GAS METER TxDOT Spec 7040
- 27 PAVEMENT MARKING TxDOT Spec 666
- 28 REMOVE AND RESET FIRE HYDRANT TxDOT Spec 7033
- 29 REMOVE AND RESET TRAFFIC SIGNS TxDOT Spec 644
- 30 REMOVE TRENCH DRAIN TxDOT Spec 104
- 31 REMOVE AND RESET BENCH
- 32 REMOVE AND RESET TRASH CAN

Add Alt #1

- A1-1 REMOVE & DISPOSE EXIST PAVEMENT (VARIABLE DEPTH) TxDOT Spec 105
- A1-2 REMOVE CONC CURB & GUTTER TxDOT Spec 104
- A1-3 REMOVE CONC SIDEWALK TxDOT Spec 104
- A1-4 FURNISH AND INSTALL 2" CONDUIT TxDOT Spec 618
- A1-5 ELECTRICAL PULL BOX TxDOT Spec 624
- A1-6 INSTALL CONC SIDEWALKS (4") TxDOT Spec 531
- A1-7 FURNISH AND INSTALL CURB AND GUTTER TxDOT Spec 529
- A1-8 INSTALL ASPHALT PAVEMENT (VARIABLE DEPTH) TxDOT Spec 316
- A1-9 INSTALL TRENCH DRAIN TxDOT Spec 474
- A1-10 FURNISH AND INSTALL CONC BARRIER FREE RAMP (TYPE 1) TxDOT Spec 531

- A1-11 ADJUST TO GRADE- WATER METER TxDOT Spec 7040
- A1-12 ADJUST TO GRADE- GAS METER TxDOT Spec 7040
- A1-13 PAVEMENT MARKING TxDOT Spec 666
- A1-14 REMOVE AND RESET TRAFFIC SIGNS TxDOT Spec 644
- A1-15 REMOVE AND RESET BENCH
- A1-16 REMOVE AND RESET TRASH CAN

Add Alt 1.A

- A1.A-1 IRRIGATION WATER SERVICE BY TRENCH TxDOT Spec 170
- A1.A-2 IRRIGATION WATER SERVICE BY BORE TxDOT Spec 170
- A1.A-3 LANDSCAPE IRRIGATION (PER BED) TxDOT Spec 170
- A1.A-4 LANDSCAPING (PER LANDSCAPE BED ALLOWANCE) TxDOT Spec 170
- A1.A-5 1" PLUG TxDOT Spec 170
- A1.A-6 3" ENCASEMENT TxDOT Spec 170

Add Alt 2

- A2-1 REMOVE & DISPOSE EXIST PAVEMENT (VARIABLE DEPTH) TxDOT Spec 105
- A2-2 REMOVE CONC CURB & GUTTER TxDOT Spec 104
- A2-3 REMOVE CONC SIDEWALK TxDOT Spec 104
- A2-4 INSTALL CONC SIDEWALKS (4") TxDOT Spec 531
- A2-5 FURNISH AND INSTALL CURB AND GUTTER TxDOT Spec 529
- A2-6 INSTALL ASPHALT PAVEMENT (VARIABLE DEPTH) TxDOT Spec 316
- A2-7 INSTALL TRENCH DRAIN TxDOT Spec 474
- A2-8 FURNISH AND INSTALL CONC BARRIER FREE RAMP (TYPE 1) TxDOT Spec 531
- A2-9 ADJUST TO GRADE- WATER METER TxDOT Spec 192
- A2-10 ADJUST TO GRADE- GAS METER TxDOT Spec 7668
- A2-11 REMOVE AND RESET FIRE HYDRANT TxDOT Spec 5166
- A2-12 PAVEMENT MARKING TxDOT Spec 666
- A2-13 REMOVE AND RESET TRAFFIC SIGNS TxDOT Spec 644

Add Alt 2.A

- A2.A-1 IRRIGATION WATER SERVICE BY TRENCH TxDOT Spec 170
- A2.A-2 IRRIGATION WATER SERVICE BY BORE TxDOT Spec 170
- A2.A-3 LANDSCAPE IRRIGATION (PER BED) TxDOT Spec 170
- A2.A-4 LANDSCAPING (PER LANDSCAPE BED ALLOWANCE) TxDOT Spec 192
- A2.A-5 8" X 1" TAPPING SLEEVE TxDOT Spec 170
- A2.A-6 1" GATE VALVE TxDOT Spec 170
- A2.A-7 1" RPZ TxDOT Spec 170
- A2.A-8 1" PLUG TxDOT Spec 170
- A2.A-9 3" ENCASEMENT TxDOT Spec 170

Add Alt 3

- A3-1 STRUCTURAL: GLASS PAVING STONE TxDOT Spec 528
- A3-2 DEDUCT: STRUCTURAL BRICK PAVERS TxDOT Spec 528
- A3-3 DEDUCT: RED BRICK PAVING STONE TxDOT Spec 528

Add Alt 4

- A4-1 IRRIGATION WATER SERVICE BY TRENCH TxDOT Spec 170
- A4-2 IRRIGATION WATER SERVICE BY BORE TxDOT Spec 170
- A4-3 8" X 1" TAPPING SLEEVE TxDOT Spec 170
- A4-4 1" GATE VALVE TxDOT Spec 170
- A4-5 1" RPZ TxDOT Spec 170
- A4-6 LANDSCAPE IRRIGATION (PER BED) TxDOT Spec 170
- A4-7 LANDSCAPING (PER LANDSCAPE BED ALLOWANCE) TxDOT Spec 192
- A4-8 1" PLUG TxDOT Spec 170
- A4-9 1" X 3/4" TEE TxDOT Spec 170
- A4-10 NON-FREEZE GROUND HYDRANT BOX W/ HEAVY DUTY COVER TxDOT Spec 170
- A4-11 1" X 1" TEE TxDOT Spec 170
- A4-12 ASPHALT PAVEMENT PATCHING TxDOT Spec 170

Add Alt 5

- A5-1 INSTALL ELECTRIC BUMP-OUT TxDOT Spec 628
- A5-2 INSTALL CONDUIT BY TRENCH TxDOT Spec 618
- A5-3 INSTALL TRAFFIC RATED CONCRETE PULL BOX TxDOT Spec 465

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 30 00 - ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Coordination and Project conditions.
- B. Preconstruction meeting.
- C. Site mobilization meeting.
- D. Progress meetings.
- E. Preinstallation meetings.
- F. Closeout meeting.
- G. Alteration procedures.

1.2 COORDINATION AND PROJECT CONDITIONS

- A. Coordinate scheduling, submittals, and Work of various Sections of Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements.
- B. Verify that utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate Work of various Sections having interdependent responsibilities for installing, connecting to, and placing operating equipment in service.
- C. Coordinate space requirements, supports, and installation of mechanical and electrical Work indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit as closely as practical; place runs parallel with lines of building. Use spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
 - 1. Coordination Drawings: Prepare as required to coordinate all portions of Work. Show relationship and integration of different construction elements that require coordination during fabrication or installation to fit in space provided or to function as intended. Indicate locations where space is limited for installation and access and where sequencing and coordination of installations are important.
- D. Coordination Meetings: In addition to other meetings specified in this Section, hold coordination meetings with personnel and Subcontractors to ensure coordination of Work.
- E. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within construction. Coordinate locations of fixtures and outlets with finish elements.
- F. Coordinate completion and clean-up of Work of separate Sections in preparation for Substantial Completion and for portions of Work designated for Owner's occupancy.

- G. After Owner's occupancy of premises, coordinate access to Site for correction of defective Work and Work not complying with Contract Documents, to minimize disruption of Owner's activities.

1.3 PRECONSTRUCTION MEETING

- A. Engineer will schedule and preside over meeting after Notice of Award.
- B. Attendance Required: Architect/Engineer, Owner, Construction Manager, major Subcontractors, and Contractor.
- C. Minimum Agenda:
 - 1. Execution of Owner-Contractor Agreement.
 - 2. Submission of executed bonds and insurance certificates.
 - 3. Distribution of Contract Documents.
 - 4. Submission of list of Subcontractors, list of products, schedule of values, and Progress Schedule.
 - 5. Designation of personnel representing parties in Contract, and Engineer.
 - 6. Communication procedures.
 - 7. Procedures and processing of requests for interpretations, field decisions, field orders, submittals, substitutions, Applications for Payments, proposal request, Change Orders, and Contract closeout procedures.
 - 8. Scheduling.
 - 9. Critical Work sequencing.
 - 10. Scheduling activities of Geotechnical Engineer .
- D. Contractor: Record minutes and distribute copies to participants within two days after meeting, with two copies each to Engineer, Owner, and those affected by decisions made.

1.4 SITE MOBILIZATION MEETING

- A. Engineer will schedule and preside over meeting at Project Site prior to Contractor occupancy. Contractor presides over meeting.
- B. Attendance Required: Architect/Engineer, Owner, Contractor, Contractor's superintendent, major Subcontractors.
- C. Minimum Agenda:
 - 1. Use of premises by Owner and Contractor.
 - 2. Owner's requirements and occupancy.
 - 3. Construction facilities and controls.
 - 4. Temporary utilities.
 - 5. Survey and project layout.
 - 6. Security and housekeeping procedures.
 - 7. Schedules.
 - 8. Procedures for testing.
 - 9. Procedures for maintaining record documents.
 - 10. Requirements for startup of equipment.
 - 11. Inspection and acceptance of equipment put into service during construction period.

- D. Contractor: Record minutes and distribute copies to participants within two days after meeting, with two copies each to Engineer, Owner, and those affected by decisions made.

1.5 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at maximum bi-monthly intervals.
- B. Make arrangements for meetings, prepare agenda with copies for participants, and preside over meetings.
- C. Attendance Required: Job superintendent, major Subcontractors and suppliers, and Architect/Engineer, Owner, as appropriate to agenda topics for each meeting.
- D. Minimum Agenda:
 - 1. Review minutes of previous meetings.
 - 2. Review of Work progress.
 - 3. Field observations, problems, and decisions.
 - 4. Identification of problems impeding planned progress.
 - 5. Review of submittal schedule and status of submittals.
 - 6. Review of off-Site fabrication and delivery schedules.
 - 7. Maintenance of Progress Schedule.
 - 8. Corrective measures to regain projected schedules.
 - 9. Planned progress during succeeding work period.
 - 10. Coordination of projected progress.
 - 11. Maintenance of quality and work standards.
 - 12. Effect of proposed changes on Progress Schedule and coordination.
 - 13. Other business relating to Work.
- E. Contractor: Record minutes and distribute copies to participants within two days after meeting, with two copies each to Architect/Engineer, Owner, and those affected by decisions made.

1.6 PREINSTALLATION MEETINGS

- A. When required in individual Specification Sections, convene preinstallation meetings at Project Site five days before starting Work of specific Section.
- B. Require attendance of parties directly affecting, or affected by, Work of specific Section.
- C. Notify Engineer five days in advance of meeting date.
- D. Prepare agenda and preside over meeting:
 - 1. Review conditions of installation, preparation, and installation procedures.
 - 2. Review coordination with related Work.
- E. Record minutes and distribute copies to participants within two days after meeting, with two copies each to Engineer, Owner, and those affected by decisions made.

1.7 CLOSEOUT MEETING

- A. Schedule Project closeout meeting with sufficient time to prepare for requesting Substantial Completion. Preside over meeting and be responsible for minutes.
- B. Attendance Required: Contractor, major Subcontractors, Engineer, Owner, and others appropriate to agenda.
- C. Notify Engineer five days in advance of meeting date.
- D. Minimum Agenda:
 - 1. Start-up of facilities and systems.
 - 2. Operations and maintenance manuals.
 - 3. Testing, adjusting, and balancing.
 - 4. System demonstration and observation.
 - 5. Operation and maintenance instructions for Owner's personnel.
 - 6. Contractor's inspection of Work.
 - 7. Contractor's preparation of an initial "punch list."
 - 8. Procedure to request Architect/Engineer inspection to determine date of Substantial Completion.
 - 9. Completion time for correcting deficiencies.
 - 10. Inspections by authorities having jurisdiction.
 - 11. Certificate of Occupancy and transfer of insurance responsibilities.
 - 12. Partial release of retainage.
 - 13. Final cleaning.
 - 14. Preparation for final inspection.
 - 15. Closeout Submittals:
 - a. Project record documents.
 - b. Operating and maintenance documents.
 - c. Operating and maintenance materials.
 - d. Affidavits.
 - 16. Final Application for Payment.
 - 17. Contractor's demobilization of Site.
 - 18. Maintenance.
- E. Record minutes and distribute copies to participants within two days after meeting, with two copies each to Engineer, Owner, and those affected by decisions made.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.1 ALTERATION PROCEDURES

- A. Entire facility will be occupied for normal operations during progress of construction. Cooperate with Owner in scheduling operations to minimize conflict and to permit continuous usage.
 - 1. Perform Work not to interfere with operations of occupied areas.

2. Keep utility and service outages to a minimum and perform only after written approval of Owner.
 3. Clean Owner-occupied areas daily. Clean spillage, overspray, and heavy collection of dust in Owner-occupied areas immediately.
- B. Materials: As specified in product Sections; match existing products with new and salvaged (if allowed by contract) products for patching and extending Work.
 - C. Employ original or skilled and experienced installer to perform alteration and renovation Work.
 - D. Cut, move, or remove items as necessary for access to alterations and renovation Work. Replace and restore at completion. Comply with Section 01 70 00 - Execution and Closeout Requirements
 - E. Remove unsuitable material not marked for salvage, including rotted wood, corroded metals, and deteriorated masonry and concrete. Replace materials as specified for finished Work.
 - F. Remove debris and abandoned items from area and from concealed spaces.
 - G. Prepare surface and remove surface finishes to permit installation of new Work and finishes.
 - H. Close openings in exterior surfaces to protect existing Work from weather and extremes of temperature and humidity.
 - I. Remove, cut, and patch Work to minimize damage and to permit restoring products and finishes to original or specified condition.
 - J. Refinish existing visible surfaces to remain in renovated rooms and spaces, to specified condition for each material, with neat transition to adjacent finishes.
 - K. Where new Work abuts or aligns with existing Work, provide smooth and even transition. Patch Work to match existing adjacent Work in texture and appearance.
 - L. When finished surfaces are cut so that smooth transition with new Work is not possible, terminate existing surface along straight line at natural line of division and submit recommendation to Architect/Engineer for review.
 - M. Where change of plane of 1/4 inch or more occurs, submit recommendation for providing smooth transition to Architect/Engineer for review or request instructions from Engineer.
 - N. Patch or replace portions of existing surfaces that are damaged, lifted, discolored, or showing other imperfections.
 - O. Finish surfaces as specified in individual product Sections.

END OF SECTION

SECTION 01 33 00 - SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Definitions.
- B. Submittal procedures.
- C. Construction progress schedules.
- D. Proposed product list.
- E. Product data.
- F. Use of electronic CAD files of Project Drawings.
- G. Shop Drawings.
- H. Samples.
- I. Other submittals.
- J. Design data.
- K. Test reports.
- L. Certificates.
- M. Manufacturer's instructions.
- N. Manufacturer's field reports.
- O. Erection Drawings.
- P. Construction photographs.
- Q. Contractor review.
- R. Engineer review.

1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Engineer's responsive action.

- B. Informational Submittals: Written and graphic information and physical Samples that do not require Engineer's responsive action. Submittals may be rejected for not complying with requirements.

1.3 SUBMITTAL PROCEDURES

- A. Transmit each submittal with Engineer-accepted form.
- B. Sequentially number transmittal forms. Mark revised submittals with original number and sequential alphabetic suffix.
- C. Identify: Project, Contractor, Subcontractor and supplier, pertinent Drawing and detail number, and Specification Section number appropriate to submittal.
- D. Apply Contractor's stamp, signed or initialed, certifying that review, approval, verification of products required, field dimensions, adjacent construction Work, and coordination of information is according to requirements of the Work and Contract Documents.
- E. Schedule submittals to expedite Project and deliver to Architect/Engineer at business address or submit electronic submittals via email as PDF electronic files. Coordinate submission of related items.
- F. For each submittal for review, allow 15 days excluding delivery time to and from Contractor.
- G. Identify variations in Contract Documents and product or system limitations that may be detrimental to successful performance of completed Work.
- H. Allow space on submittals for Contractor and Engineer review stamps.
- I. When revised for resubmission, identify changes made since previous submission.
- J. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report inability to comply with requirements.
- K. Submittals not requested will not be recognized nor processed.
- L. Incomplete Submittals: Engineer will not review. Complete submittals for each item are required. Delays resulting from incomplete submittals are not the responsibility of Architect/Engineer.

1.4 PROPOSED PRODUCT LIST

- A. Within 15 days after date of Owner-Contractor Agreement and/or Notice to Proceed, submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
- B. For products specified only by reference standards, indicate manufacturer, trade name, model or catalog designation, and reference standards.

1.5 PRODUCT DATA

- A. Product Data: Action Submittal: Submit to Engineer for review for assessing conformance with information given and design concept expressed in Contract Documents.
- B. Submit number of copies Contractor requires, plus two copies Engineer will retain.
- C. If used, submit electronic submittals via email as PDF electronic files.
- D. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- E. Indicate product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- F. After review, produce copies and distribute according to "Submittal Procedures" Article and for record documents described in Section 01 70 00 - Execution and Closeout Requirements.

1.6 ELECTRONIC CAD FILES OF PROJECT DRAWINGS

- A. Electronic CAD Files of Project Drawings: May only be used to expedite production of Shop Drawings for the Project. Use for other Projects or purposes is not allowed.
- B. Electronic CAD Files of Project Drawings: Distributed only under the following conditions:
 - 1. Use of files is solely at receiver's risk. Engineer does not warrant accuracy of files. Receiving files in electronic form does not relieve receiver of responsibilities for measurements, dimensions, and quantities set forth in Contract Documents. In the event of ambiguity, discrepancy, or conflict between information on electronic media and that in Contract Documents, notify Engineer of discrepancy and use information in hard-copy Drawings and Specifications.
 - 2. CAD files do not necessarily represent the latest Contract Documents, existing conditions, and as-built conditions. Receiver is responsible for determining and complying with these conditions and for incorporating addenda and modifications.
 - 3. User is responsible for removing information not normally provided on Shop Drawings and removing references to Contract Documents. Shop Drawings submitted with information associated with other trades or with references to Contract Documents will not be reviewed and will be immediately returned.
 - 4. Receiver shall not hold Engineer responsible for data or file clean-up required to make files usable, nor for error or malfunction in translation, interpretation, or use of this electronic information.
 - 5. Receiver shall understand that even though Engineer has computer virus scanning software to detect presence of computer viruses, there is no guarantee that computer viruses are not present in files or in electronic media.
 - 6. Receiver shall not hold Architect/Engineer responsible for such viruses or their consequences, and shall hold Architect/Engineer harmless against costs, losses, or damage caused by presence of computer virus in files or media.

1.7 SHOP DRAWINGS

- A. Shop Drawings: Action Submittal: Submit to Engineer for assessing conformance with information given and design concept expressed in Contract Documents.
- B. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. When required by individual Specification Sections, provide Shop Drawings signed and sealed by a professional Engineer responsible for designing components shown on Shop Drawings.
 - 1. Include signed and sealed calculations to support design.
 - 2. Submit Shop Drawings and calculations in form suitable for submission to and approval by authorities having jurisdiction.
 - 3. Make revisions and provide additional information when required by authorities having jurisdiction.
- D. Submit number of opaque reproductions Contractor requires, plus two copies Engineer will retain.
- E. Submit electronic submittals via email as PDF electronic files, if available.
- F. After review, produce copies and distribute according to "Submittal Procedures" Article and for record documents described in Section 01 70 00 - Execution and Closeout Requirements.

1.8 SAMPLES

- A. Samples: Action Submittal: Submit to Engineer for assessing conformance with information given and design concept expressed in Contract Documents.
- B. Samples for Selection as Specified in Product Sections:
 - 1. Submit to Architect/Engineer for aesthetic, color, and finish selection.
 - 2. Submit Samples of finishes, textures, and patterns for Engineer selection.
- C. Submit Samples to illustrate functional and aesthetic characteristics of products, with integral parts and attachment devices. Coordinate Sample submittals for interfacing work.
- D. Include identification on each Sample, with full Project information.
- E. Submit number of Samples specified in individual Specification Sections; Engineer will retain one Sample.
- F. Reviewed Samples that may be used in the Work are indicated in individual Specification Sections.
- G. Samples will not be used for testing purposes unless specifically stated in Specification Section.
- H. After review, produce copies and distribute according to "Submittal Procedures" Article and for record documents described in Section 01 70 00 - Execution and Closeout Requirements.

1.9 OTHER SUBMITTALS

- A. Closeout Submittals: Comply with Section 01 70 00 - Execution and Closeout Requirements.
- B. Informational Submittal: Submit data for Engineer's knowledge as Contract administrator or for Owner.
- C. Submit information for assessing conformance with information given and design concept expressed in Contract Documents.

1.10 TEST REPORTS

- A. Informational Submittal: Submit reports for Engineer's knowledge as Contract administrator or for Owner.
- B. Submit test reports for information for assessing conformance with information given and design concept expressed in Contract Documents.

1.11 CERTIFICATES

- A. Informational Submittal: Submit certification by manufacturer, installation/application Subcontractor, or Contractor to Engineer, in quantities specified for Product Data.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or product but must be acceptable to Architect/Engineer.

1.12 MANUFACTURER'S INSTRUCTIONS

- A. Informational Submittal: Submit manufacturer's installation instructions for Engineer's knowledge as Contract administrator or for Owner.
- B. Submit printed instructions for delivery, storage, assembly, installation, startup, adjusting, and finishing, to Engineer in quantities specified for Product Data.
- C. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

1.13 MANUFACTURER'S FIELD REPORTS

- A. Informational Submittal: Submit reports for Engineer's knowledge as Contract administrator or for Owner.
- B. Submit report in duplicate within 5 days of observation to Engineer for information.
- C. Submit reports for information for assessing conformance with information given and design concept expressed in Contract Documents.

1.14 ERECTION DRAWINGS

- A. Informational Submittal: Submit Drawings for Engineer's knowledge as Contract administrator or for Owner.
- B. Submit Drawings for information assessing conformance with information given and design concept expressed in Contract Documents.
- C. Data indicating inappropriate or unacceptable Work may be subject to action by Engineer or Owner.

1.15 CONSTRUCTION PHOTOGRAPHS

- A. Provide photographs of Site and construction throughout progress of Work produced by an experienced photographer acceptable to Engineer.
- B. Take photographs as evidence of existing Project conditions as follows:
 - 1. Interior views.
 - 2. Exterior views.
- C. Digital Images: Deliver complete set of digital image electronic files on CD-ROM to Owner with Project record documents. Identify electronic media with date photographs were taken. Submit images that have same aspect ratio as sensor, uncropped.
 - 1. Digital Images: Uncompressed TIFF format, produced by digital camera with minimum sensor size of 4.0 megapixels, and image resolution of not less than 1600 by 1200 pixels.
 - 2. Date and Time: Include date and time in filename for each image.

1.16 CONTRACTOR REVIEW

- A. Review for compliance with Contract Documents and approve submittals before transmitting to Engineer.
- B. Contractor: Responsible for:
 - 1. Determination and verification of materials including manufacturer's catalog numbers.
 - 2. Determination and verification of field measurements and field construction criteria.
 - 3. Checking and coordinating information in submittal with requirements of Work and of Contract Documents.
 - 4. Determination of accuracy and completeness of dimensions and quantities.
 - 5. Confirmation and coordination of dimensions and field conditions at Site.
 - 6. Construction means, techniques, sequences, and procedures.
 - 7. Safety precautions.
 - 8. Coordination and performance of Work of all trades.
- C. Stamp, sign or initial, and date each submittal to certify compliance with requirements of Contract Documents.
- D. Do not fabricate products or begin Work for which submittals are required until approved submittals have been received from Engineer.

1.17 ENGINEER REVIEW

- A. Do not make "mass submittals" to Engineer. "Mass submittals" are defined as six or more submittals or items in one day or 15 or more submittals or items in one week. If "mass submittals" are received, Engineer's review time stated above will be extended as necessary to perform proper review. Engineer will review "mass submittals" based on priority determined by Engineer after consultation with Owner and Contractor.
- B. Informational submittals and other similar data are for Engineer's information, do not require Engineer's responsive action, and will not be reviewed or returned with comment.
- C. Submittals made by Contractor that are not required by Contract Documents may be returned without action.
- D. Submittal approval does not authorize changes to Contract requirements unless accompanied by Change Order, or Construction Change Directive.
- E. Owner may withhold monies due to Contractor to cover additional costs beyond the second submittal review.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 40 00 - QUALITY REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Quality control.
- B. Tolerances.
- C. References.
- D. Labeling.
- E. Mockup requirements.
- F. Testing and inspection services.
- G. Manufacturers' field services.

1.2 QUALITY CONTROL

- A. Monitor quality control over suppliers, manufacturers, products, services, Site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with specified standards as the minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- C. Perform Work using persons qualified to produce required and specified quality.
- D. Products, materials, and equipment may be subject to inspection by Architect/Engineer at place of manufacture or fabrication. Such inspections shall not relieve Contractor of complying with requirements of Contract Documents.
- E. Supervise performance of Work in such manner and by such means to ensure that Work, whether completed or in progress, will not be subjected to harmful, dangerous, damaging, or otherwise deleterious exposure during construction period.

1.3 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' recommended tolerances and tolerance requirements in reference standards. When such tolerances conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.

- C. Adjust products to appropriate dimensions; position before securing products in place.

1.4 REFERENCES

- A. For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of standard except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by date of issue current as of date for receiving Bids or date of Owner-Contractor Agreement when there are no Bids except where specific date is established by code.
- C. Obtain copies of standards and maintain on Site when required by product Specification Sections.
- D. When requirements of indicated reference standards conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- E. Neither contractual relationships, duties, or responsibilities of parties in Contract nor those of Architect/Engineer shall be altered from Contract Documents by mention or inference in reference documents.

1.5 LABELING

- A. Attach label from agency approved by authorities having jurisdiction for products, assemblies, and systems required to be labeled by applicable code .
- B. Label Information: Include manufacturer's or fabricator's identification, approved agency identification, and the following information, as applicable, on each label:
 - 1. Model number.
 - 2. Serial number.
 - 3. Performance characteristics.
- C. Manufacturer's Nameplates, Trademarks, Logos, and Other Identifying Marks on Products: Not allowed on surfaces exposed to view in public areas, interior or exterior.

1.6 MOCK-UP REQUIREMENTS

- A. Tests will be performed under provisions identified in this Section and identified in individual product Specification Sections.
- B. Assemble and erect specified or indicated items with specified or indicated attachment and anchorage devices, flashings, seals, and finishes.
- C. Accepted mockups shall be comparison standard for remaining Work.
- D. Where mockup has been accepted by Architect/Engineer and is specified in product Specification Sections to be removed, remove mockup and clear area when directed to do so by Architect/Engineer.

1.7 TESTING AND INSPECTION SERVICES

- A. Owner will employ and pay for specified services of an independent firm to perform testing and inspection.
- B. Independent firm will perform tests, inspections, and other services specified in individual Specification Sections and as required by Architect/Engineer or Owner.
 - 1. Laboratory: Authorized to operate at Project location.
 - 2. Laboratory Staff: Maintain full-time Professional Engineer on staff to review services.
 - 3. Testing Equipment: Calibrated at reasonable intervals with devices of an accuracy traceable to National Bureau of Standards or accepted values of natural physical constants.
- C. Testing, inspections, and source quality control may occur on or off Project Site. Perform off-Site testing as required by Architect/Engineer or Owner.
- D. Reports shall be submitted by independent firm to Architect/Engineer, Contractor, and authorities having jurisdiction, in duplicate or email, indicating observations and results of tests and compliance or noncompliance with Contract Documents.
 - 1. Submit final report indicating correction of Work previously reported as noncompliant.
- E. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested.
 - 1. Notify Architect/Engineer and independent firm 24 hours before expected time for operations requiring services.
 - 2. Make arrangements with independent firm and pay for additional Samples and tests required for Contractor's use.
- F. Employment of testing agency or laboratory shall not relieve Contractor of obligation to perform Work according to requirements of Contract Documents.
- G. Retesting or re-inspection required because of nonconformance with specified or indicated requirements shall be performed by same independent firm on instructions from Architect/Engineer. Payment for retesting or re-inspection will be charged to Contractor by deducting testing charges from Contract Sum/Price.
- H. Agency Responsibilities:
 - 1. Test Samples of mixes submitted by Contractor.
 - 2. Provide qualified personnel at Site. Cooperate with Architect/Engineer and Contractor in performance of services.
 - 3. Perform indicated sampling and testing of products according to specified standards.
 - 4. Ascertain compliance of materials and mixes with requirements of Contract Documents.
 - 5. Promptly notify Architect/Engineer and Contractor of observed irregularities or nonconformance of Work or products.
 - 6. Perform additional tests required by Architect/Engineer.
 - 7. Attend preconstruction meetings and progress meetings.
- I. Agency Reports: After each test, promptly submit two or email copies of report to Architect/Engineer, Contractor, and authorities having jurisdiction. When requested by Architect/Engineer, provide interpretation of test results. Include the following:

1. Date issued.
2. Project title and number.
3. Name of inspector.
4. Date and time of sampling or inspection.
5. Identification of product and Specification Section.
6. Location in Project.
7. Type of inspection or test.
8. Date of test.
9. Results of tests.
10. Conformance with Contract Documents.

J. Limits on Testing Authority:

1. Agency or laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
2. Agency or laboratory may not approve or accept any portion of the Work.
3. Agency or laboratory may not assume duties of Contractor.
4. Agency or laboratory has no authority to stop the Work.

1.8 MANUFACTURER'S FIELD SERVICES

- A. When specified in individual Specification Sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe Site conditions, conditions of surfaces and installation, quality of workmanship, as applicable, and to initiate instructions when necessary.
- B. Submit qualifications of observer to Architect/Engineer seven days in advance of required observations. Observer is subject to approval of Owner.
- C. Report observations and Site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturer's written instructions.
- D. Refer to Section 01 33 00 - Submittal Procedures, "Manufacturer's Field Reports" Article.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Temporary Utilities:
 - 1. Temporary electricity.
 - 2. Temporary ventilation.
 - 3. Temporary water service.
 - 4. Temporary sanitary facilities.
- B. Construction Facilities:
 - 1. Field offices and sheds.
 - 2. Vehicular access.
 - 3. Parking.
 - 4. Progress cleaning and waste removal.
 - 5. Project identification.
 - 6. Traffic regulation.
 - 7. Fire-prevention facilities.
- C. Temporary Controls:
 - 1. Barriers.
 - 2. Enclosures and fencing.
 - 3. Security.
 - 4. Water control.
 - 5. Dust control.
 - 6. Erosion and sediment control.
 - 7. Noise control.
 - 8. Pest and rodent control.
 - 9. Pollution control.
- D. Removal of utilities, facilities, and controls.

1.2 REFERENCES

- A. ASTM International:
 - 1. ASTM E 84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
 - 2. ASTM E 90 - Standard Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Elements.
 - 3. ASTM E 119 - Standard Test Methods for Fire Tests of Building Construction and Materials.

1.3 TEMPORARY ELECTRICITY

- A. Provide and pay for power service required from local utility source as needed for construction operation.

- B. Provide temporary electric feeder from electrical service at location as directed by Owner. Do not disrupt Owner's use of service.
- C. Complement existing power service capacity and characteristics as required for construction operations.

1.4 TEMPORARY VENTILATION

- A. Ventilate enclosed areas to achieve curing of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases. Observe all OSHA requirements for confined space.

1.5 TEMPORARY WATER SERVICE

- A. Provide and pay for suitable quality water service as needed to maintain specified conditions for construction operations.

1.6 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures. Existing facility use is not permitted. Provide facilities at time of Project mobilization.

1.7 FIELD OFFICES AND SHEDS

- A. Field Office: Not required for this project.
- B. Storage Spaces: Heating and ventilating as needed to maintain products according to Contract Documents; lighting for maintenance and inspection of products.
- C. Storage Areas and Sheds: Size to storage requirements for products of individual Sections, allowing for access and orderly provision for maintenance and inspection of products to suit requirements in Section 01 60 00 - Product Requirements.
- D. Preparation: Fill and grade Sites for temporary structures sloped for drainage away from buildings.
- E. Removal: At completion of Work remove any buildings, foundations, utility services, and debris. Restore areas to same or better condition as original condition.

1.8 VEHICULAR ACCESS

- A. Construct temporary all-weather access roads from public thoroughfares to serve construction area, of width and load-bearing capacity to accommodate unimpeded traffic for construction purposes.
- B. Construct temporary bridges and culverts to span low areas and allow unimpeded drainage.
- C. Extend and relocate vehicular access as Work progress requires and provide detours as necessary for unimpeded traffic flow.

- D. Locate as indicated on Drawings.
- E. Provide unimpeded access for emergency vehicles. Maintain 20 foot-wide driveways with turning space between and around combustible materials.
- F. Provide and maintain access to fire hydrants and control valves free of obstructions.
- G. Provide means of removing mud from vehicle wheels before entering streets.
- H. Use existing on-Site roads for construction traffic.

1.9 PARKING

- A. Provide temporary surface parking areas to accommodate construction personnel.
- B. Locate as approved by Architect/Engineer .
- C. If Site space is not adequate, provide additional off-Site parking.
- D. Use of designated areas of existing on-Site streets and driveways used for construction traffic is permitted. Tracked vehicles are not allowed on paved areas.
- E. Use of designated areas of existing parking facilities used by construction personnel is permitted.
- F. Do not allow heavy vehicles or construction equipment in parking areas.
- G. Do not allow vehicle parking on existing pavement.
- H. Permanent Pavements and Parking Facilities:
 - 1. Before Substantial Completion, bases for permanent roads and parking areas may be used for construction traffic.
 - 2. Avoid traffic loading beyond paving design capacity. Tracked vehicles are not allowed.
 - 3. Use of permanent parking structures is permitted.
- I. Maintenance:
 - 1. Maintain traffic and parking areas in sound condition free of excavated material, construction equipment, products, mud, snow, ice, and the like.
 - 2. Maintain existing and permanent paved areas used for construction; promptly repair breaks, potholes, low areas, standing water, and other deficiencies, to maintain paving and drainage in original condition.
- J. Removal, Repair:
 - 1. Remove temporary materials and construction at Substantial Completion.
 - 2. Repair existing and permanent facilities damaged by use, to original condition.
- K. Mud from Site vehicles: Provide means of removing mud from vehicle wheels before entering streets.

1.10 PROGRESS CLEANING AND WASTE REMOVAL

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain Site in clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, before enclosing spaces.
- C. Broom and vacuum clean interior areas before starting surface finishing, and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and rubbish from Site weekly and dispose of off-Site.
- E. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

1.11 PROJECT IDENTIFICATION

- A. Project Identification Sign:
 - 1. Two 4'x8' painted signs detailing:
 - a. Project Name
 - b. Owner
 - c. Contractor
 - d. Engineer
- B. Location:
 - 1. One sign shall be located near the intersection of 1st Street and Lamar Avenue , and one sign shall be located near the intersection of Clarksville Street and 1st Street.
- C. Sign Materials:
 - 1. Structure and Framing: New wood, structurally adequate.
 - 2. Sign Surfaces: Exterior grade plywood with medium-density overlay, minimum of 3/4 inches thick, standard large sizes to minimize joints.
 - 3. Rough Hardware: Galvanized aluminum or brass.
 - 4. Paint and Primers: Exterior quality, two coats; sign background of white color .
 - 5. Lettering: Exterior quality paint, contrasting colors.
- D. Installation:
 - 1. Install Project identification sign within 15 days after date established by Notice to Proceed.
 - 2. Erect at designated location.
 - 3. Erect supports and framing on secure foundation, rigidly braced and framed to resist wind loadings.
 - 4. Install sign surface plumb and level, with butt joints. Anchor securely.
 - 5. Paint exposed surfaces of sign, supports, and framing.
- E. Maintenance: Maintain clean signs and supports; repair deterioration and damage.
- F. Removal: Remove signs, framing, supports, and foundations at completion of Project and restore area.

1.12 TRAFFIC REGULATION

- A. All traffic regulation shall be in accordance with the Manual of Uniform Traffic Control Devices.
- B. Signs, Signals, and Devices:
 - 1. Post-Mounted and Wall-Mounted Traffic Control and Informational Signs: As approved by authorities having jurisdiction.
 - 2. Traffic Control Signals: As approved by local jurisdictions.
 - 3. Traffic Cones, Drums, Flares, and Lights: As approved by authorities having jurisdiction.
 - 4. Flag Person Equipment: As required by authorities having jurisdiction.
- C. Flag Persons: Provide trained and equipped flag persons to regulate traffic when construction operations or traffic encroach on public traffic lanes.
- D. Flares and Lights: Use flares and lights during hours of low visibility to delineate traffic lanes and to guide traffic.
- E. Haul Routes:
 - 1. Consult with authorities having jurisdiction and establish public thoroughfares to be used for haul routes and Site access.
- F. Traffic Signs and Signals:
 - 1. Provide signs at approaches to Site and on Site, at crossroads, detours, parking areas, and elsewhere as needed to direct construction and affected public traffic.
 - 2. Provide, operate, and maintain traffic control signals to direct and maintain orderly flow of traffic in areas under Contractor's control and areas affected by Contractor's operations.
 - 3. Relocate signs and signals as Work progresses, to maintain effective traffic control.
- G. Removal:
 - 1. Remove equipment and devices when no longer required .
 - 2. Repair damage caused by installation.
 - 3. Remove post settings to depth of 2 feet.

1.13 FIRE-PREVENTION FACILITIES

- A. Prohibit smoking within buildings under construction. Designate area on Site where smoking is permitted. Provide approved ashtrays in designated smoking areas.
- B. Establish fire watch for cutting, welding, and other hazardous operations capable of starting fires. Maintain fire watch before, during, and after hazardous operations until threat of fire does not exist.
- C. Portable Fire Extinguishers: NFPA 10; 10-pound capacity, 4A-60B: C UL rating.
 - 1. Provide one fire extinguisher at each stairway on each floor of buildings under construction and demolition.
 - 2. Provide minimum of one fire extinguisher in every construction trailer and storage shed.
 - 3. Provide minimum of one fire extinguisher on roof during roofing operations using heat-producing equipment.

1.14 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Provide barricades and covered walkways required by authorities having jurisdiction for public rights-of-way and for public access to site, if allowed.
 - 1.
- C. Tree and Plant Protection: Preserve and protect existing trees and plants designated to remain.
 - 1. Protect areas within drip lines from traffic, parking, storage, dumping, chemically injurious materials and liquids, ponding, and continuous running water.
 - 2. Provide four-foot-high barriers around drip line, with access for maintenance.
 - 3. Replace trees and plants damaged by construction operations.
- D. Protect non-owned vehicular traffic, stored materials, Site, and structures from damage.

1.15 ENCLOSURES AND FENCING (Not required for this project)

- A. Construction: Contractor's option.
- B. Provide 6-foot-high fence around construction Site; equip with vehicular and pedestrian gates with locks.
- C. Exterior Enclosures:
 - 1. Provide temporary weathertight closure of exterior openings to accommodate acceptable working conditions and protection for products, to allow for temporary heating and maintenance of required ambient temperatures identified in individual Specification Sections, and to prevent entry of unauthorized persons. Provide access doors with self-closing hardware and locks.
 - 2. Provide temporary roofing as required.

1.16 SECURITY

- A. Security Program:
 - 1. Protect Work on existing premises and Owner's operations from theft, vandalism, and unauthorized entry.
 - 2. Initiate program at Project mobilization.
 - 3. Maintain program throughout construction period until Owner occupancy directed by Architect/Engineer.
- B. Entry Control:
 - 1. Restrict entrance of persons and vehicles to Project Site.
 - 2. Allow entrance only to authorized persons with proper identification.
 - 3. Maintain log of workers and visitors and make available to Owner on request.
 - 4. Control entrance of persons and vehicles related to Owner's operations.
- C. Restrictions:
 - 1. Do no work on Sundays unless previously approved by Owner.

2. Work shall only be accomplished between 7:00 am and 5:00 pm unless previously approved by Owner.

1.17 WATER CONTROL

- A. Grade Site to drain. Maintain excavations free of water. Provide, operate, and maintain necessary pumping equipment.
- B. Protect Site from puddles or running water. Provide water barriers as required to protect Site from soil erosion.

1.18 DUST CONTROL

- A. Execute Work by methods that minimize raising dust from construction operations.
- B. Provide positive means to prevent airborne dust from dispersing into atmosphere and into Owner-occupied areas.

1.19 EROSION AND SEDIMENT CONTROL

- A. Permit the stormwater discharge from the construction site as required by the appropriate state agency including ensuring compliance with permit.
- B. Plan and execute construction by methods to control surface drainage from cuts and fills from borrow and waste disposal areas. Prevent erosion and sedimentation.
- C. Minimize surface area of bare soil exposed at one time.
- D. Provide temporary measures including berms, dikes, drains, and other devices to prevent water flow.
- E. Construct fill and waste areas by selective placement to avoid erosive surface silts and clays.
- F. Periodically inspect earthwork to detect evidence of erosion and sedimentation. Promptly apply corrective measures.
- G. Comply with sediment and erosion control plan indicated on Drawings.

1.20 NOISE CONTROL

- A. Provide methods, means, and facilities to minimize noise produced by construction operations.

1.21 POLLUTION CONTROL

- A. Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances and pollutants produced by construction operations.
- B. Comply with pollution and environmental control requirements of authorities having jurisdiction .

1.22 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, and materials before Final Application for Payment inspection.
- B. Remove underground installations to minimum depth of 2 feet. Grade Site as indicated on Drawings.
- C. Clean and repair damage caused by installation or use of temporary Work.
- D. Restore existing and permanent facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 60 00 - PRODUCT REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Products.
- B. Product delivery requirements.
- C. Product storage and handling requirements.
- D. Product options.
- E. Equipment electrical characteristics and components.

1.2 PRODUCTS

- A. At minimum, comply with specified requirements and reference standards.
- B. Specified products define standard of quality, type, function, dimension, appearance, and performance required.
- C. Furnish products of qualified manufacturers that are suitable for intended use. Furnish products of each type by single manufacturer unless specified otherwise. Confirm that manufacturer's production capacity can provide sufficient product, on time, to meet Project requirements.
- D. Do not use materials and equipment removed from existing premises except as specifically permitted by Contract Documents.
- E. Furnish interchangeable components from same manufacturer for components being replaced.

1.3 PRODUCT DELIVERY REQUIREMENTS

- A. Comply with delivery requirements in Section 01 74 19 - Construction Waste Management and Disposal.
- B. Transport and handle products according to manufacturer's instructions.
- C. Promptly inspect shipments to ensure products comply with requirements, quantities are correct, and products are undamaged.
- D. Provide equipment and personnel to handle products; use methods to prevent soiling, disfigurement, or damage.

1.4 PRODUCT STORAGE AND HANDLING REQUIREMENTS

- A. Store and protect products according to manufacturer's instructions.

- B. Store products with seals and labels intact and legible.
- C. Store sensitive products in weathertight, climate-controlled enclosures in an environment suitable to product.
- D. For exterior storage of fabricated products, place products on sloped supports above ground.
- E. Provide off-Site storage and protection when Site does not permit on-Site storage or protection.
- F. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- G. Store loose granular materials on solid flat surfaces in well-drained area. Prevent mixing with foreign matter.
- H. Provide equipment and personnel to store products; use methods to prevent soiling, disfigurement, or damage.
- I. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

1.5 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Products complying with specified reference standards or description.
- B. Products Specified by Naming One or More Manufacturers: Products of one of manufacturers named and complying with Specifications; no options or substitutions allowed.

PART 2 PRODUCTS

2.1 EQUIPMENT ELECTRICAL CHARACTERISTICS AND COMPONENTS

- A. Wiring Terminations: Furnish terminal lugs to match branch circuit conductor quantities, sizes, and materials indicated. Include lugs for terminal box.
- B. Cord and Plug: Furnish minimum 6-foot long cord and plug including grounding connector for connection to electric wiring system. Cord of longer length may be specified in individual Specification Sections.

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 70 00 - EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Field engineering.
- B. Closeout procedures.
- C. Starting of systems.
- D. Demonstration and instructions.
- E. Testing, adjusting, and balancing.
- F. Project record documents.
- G. Operation and maintenance data.
- H. Manual for materials and finishes.
- I. Manual for equipment and systems.
- J. Spare parts and maintenance products.
- K. Product warranties and product bonds.
- L. Maintenance service.
- M. Examination.
- N. Preparation.
- O. Execution.
- P. Cutting and patching.
- Q. Protecting installed construction.
- R. Final cleaning.

1.2 FIELD ENGINEERING

- A. Employ land surveyor registered at Project location in State of Texas and acceptable to Architect/Engineer.
- B. Owner will locate and Contractor shall Locate and protect survey control and reference points. Promptly notify Architect/Engineer of discrepancies discovered.

- C. Control datum for survey is indicated on Drawings.
- D. Prior to beginning Work, verify and establish connection elevations of existing facilities to ensure that new Work will meet existing elevations in smooth and level alignment except where specifically detailed or indicated otherwise.
- E. Verify setbacks and easements; confirm Drawing dimensions and elevations.
- F. Provide field engineering services. Establish elevations, lines, and levels using recognized engineering survey practices.
- G. Submit copy of Site drawing signed by land surveyor certifying elevations and locations of the Work are in conformance with Contract Documents.
- H. Maintain complete and accurate log of control and survey Work as Work progresses.
- I. On completion of foundation walls and major Site improvements, prepare certified survey illustrating dimensions, locations, angles, and elevations of construction and Site Work.
- J. Protect survey control points prior to starting Site Work; preserve permanent reference points during construction.
- K. Promptly report to Architect/Engineer loss or destruction of reference point or relocation required because of changes in grades or other reasons.
- L. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Architect/Engineer.

1.3 CLOSEOUT PROCEDURES

- A. Prerequisites to Substantial Completion: Complete following items before requesting Certification of Substantial Completion, either for entire Work or for portions of Work:
 - 1. Submit maintenance manuals, Project record documents, digital images of construction photographs and other similar final record data in compliance with this Section.
 - 2. Complete facility startup, testing, adjusting, balancing of systems and equipment, demonstrations, and instructions to Owner's operating and maintenance personnel as specified in compliance with this Section.
 - 3. Conduct inspection to establish basis for request that Work is substantially complete. Create comprehensive list (initial punch list) indicating items to be completed or corrected, value of incomplete or nonconforming Work, reason for being incomplete, and date of anticipated completion for each item. Include copy of list with request for Certificate of Substantial Completion.
 - 4. Obtain and submit releases enabling Owner's full, unrestricted use of Project and access to services and utilities. Include certificate of occupancy, operating certificates, and similar releases from authorities having jurisdiction and utility companies.
 - 5. Deliver tools, spare parts, extra stocks of material, and similar physical items to Owner.
 - 6. Make final change-over of locks eliminating construction master-key system and transmit keys directly to Owner. Advise Owner's personnel of change-over in security provisions.

7. Discontinue or change over and remove temporary facilities and services from Project Site, along with construction tools, mockups, and similar elements.
 8. Perform final cleaning according to this Section.
- B. Substantial Completion Inspection:
1. When Contractor considers Work to be substantially complete, submit to Architect/Engineer:
 - a. Written certificate that Work, or designated portion, is substantially complete.
 - b. List of items to be completed or corrected (initial punch list).
 2. Within seven days after receipt of request for Substantial Completion, Architect/Engineer will make inspection to determine whether Work or designated portion is substantially complete.
 3. Should Architect/Engineer determine that Work is not substantially complete:
 - a. Architect/Engineer will promptly notify Contractor in writing, stating reasons for its opinion.
 - b. Contractor shall remedy deficiencies in Work and send second written request for Substantial Completion to Architect/Engineer.
 - c. Architect/Engineer will reinspect Work.
 - d. Redo and Inspection of Deficient Work: Repeated until Work passes Architect/Engineer's inspection.
 4. When Architect/Engineer finds that Work is substantially complete, Architect/Engineer will:
 - a. Prepare Certificate of Substantial Completion on AIA G704 - Certificate of Substantial Completion, accompanied by Contractor's list of items to be completed or corrected as verified and amended by Architect/Engineer and Owner (final punch list).
 - b. Submit Certificate to Owner and Contractor for their written acceptance of responsibilities assigned to them in Certificate.
 5. After Work is substantially complete, Contractor shall:
 - a. Allow Owner occupancy of Project under provisions stated in Certificate of Substantial Completion.
 - b. Complete Work listed for completion or correction within time period stipulated.
 6. Owner will occupy portions of project as specified in Section 01 01 00 – Summary of Work.
- C. Prerequisites for Final Completion: Complete following items before requesting final acceptance and final payment.
1. When Contractor considers Work to be complete, submit written certification that:
 - a. Contract Documents have been reviewed.
 - b. Work has been examined for compliance with Contract Documents.
 - c. Work has been completed according to Contract Documents.
 - d. Work is completed and ready for final inspection.
 2. Submittals: Submit following:
 - a. Final punch list indicating all items have been completed or corrected.
 - b. Final payment request with final releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
 - c. Specified warranties, workmanship/maintenance bonds, maintenance agreements, and other similar documents.
 - d. Accounting statement for final changes to Contract Sum.
 - e. Contractor's affidavit of payment of debts and claims on AIA G706 - Contractor's Affidavit of Payment of Debts and Claims.

- f. Contractor affidavit of release of liens on AIA G706A - Contractor's Affidavit of Release of Liens.
 - g. Consent of surety to final payment on AIA G707 - Consent of Surety to Final Payment Form.
 - 3. Perform final cleaning for Contractor-soiled areas according to this Section.
- D. Final Completion Inspection:
 - 1. Within seven days after receipt of request for final inspection, Architect/Engineer will make inspection to determine whether Work or designated portion is complete.
 - 2. Should Architect/Engineer consider Work to be incomplete or defective:
 - a. Architect/Engineer will promptly notify Contractor in writing, listing incomplete or defective Work.
 - b. Contractor shall remedy stated deficiencies and send second written request to Architect/Engineer that Work is complete.
 - c. Architect/Engineer will reinspect Work.
 - d. Redo and Inspection of Deficient Work: Repeated until Work passes Architect/Engineer's inspection.

1.4 STARTING OF SYSTEMS

- A. Coordinate schedule for startup of various equipment and systems.
- B. Notify Architect/Engineer seven days prior to startup of each item.
- C. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions which may cause damage.
- D. Verify that tests, meter readings, and electrical characteristics agree with those required by equipment or system manufacturer.
- E. Verify that wiring and support components for equipment are complete and tested.
- F. Execute startup under supervision of manufacturer's representative or Contractors' personnel according to manufacturer's instructions.
- G. When specified in individual Specification Sections, require manufacturer to provide authorized representative who will be present at Site to inspect, check, and approve equipment or system installation prior to startup and will supervise placing equipment or system in operation.
- H. Submit a written report according to Section 01 33 00 - Submittal Procedures that equipment or system has been properly installed and is functioning correctly.

1.5 DEMONSTRATION AND INSTRUCTIONS

- A. Demonstrate operation and maintenance of products to Owner's personnel two weeks prior to date of Substantial Completion and/or final inspection.
- B. Demonstrate Project equipment and instructed by qualified manufacturer's representative who is knowledgeable about the Project.

- C. Video Recordings: Provide high-quality color video recordings of demonstration and instructional sessions. Engage commercial videographer to record sessions. Include classroom instructions, demonstrations, board diagrams, and other visual aids. Include menu navigation.
- D. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.
- E. Use operation and maintenance manuals as basis for instruction. Review contents of manual with Owner's personnel in detail to explain all aspects of operation and maintenance.
- F. Demonstrate startup, operation, control, adjustment, troubleshooting, servicing, maintenance, and shutdown of each item of equipment at scheduled time, at equipment location.
- G. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.
- H. Required instruction time for each item of equipment and system is specified in individual Specification Sections.

1.6 TESTING, ADJUSTING, AND BALANCING

- A. Owner will appoint, employ, and pay for services of independent firm to perform testing, adjusting, and balancing.
- B. Independent firm will perform services as required.
- C. Reports will be submitted by independent firm to Architect/Engineer indicating observations and results of tests and indicating compliance or noncompliance with requirements of Contract Documents.

1.7 PROJECT RECORD DOCUMENTS

- A. Maintain on Site one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other modifications to the Contract.
 - 5. Reviewed Shop Drawings, product data, and Samples.
 - 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress, not less than weekly.
- E. Specifications: Legibly mark and record, at each product Section, description of actual products installed, including the following:
 - 1. Manufacturer's name and product model and number.

2. Product substitutions or alternates used.
 3. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction as follows:
1. Include Contract modifications such as Addenda, supplementary instructions, change directives, field orders, minor changes in the Work, and change orders.
 2. Include locations of concealed elements of the Work.
 3. Identify depth of buried utility lines and provide dimensions showing distances from permanent facility components that are parallel to utilities.
 4. Dimension ends, corners, and junctions of buried utilities to permanent facility components using triangulation.
 5. Identify and locate existing buried or concealed items encountered during Project.
 6. Measured depths of foundations in relation to finish main floor datum.
 7. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 8. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 9. Field changes of dimension and detail.
 10. Details not on original Drawings.
- G. Submit marked-up paper copy documents to Architect/Engineer before Substantial Completion with claim for final Application for Payment.
- H. Submit PDF electronic files of marked-up documents to Architect/Engineer before Substantial Completion with claim for final Application for Payment.

1.8 OPERATION AND MAINTENANCE DATA

- A. Submit in PDF composite electronic indexed file.
- B. Submit data bound in 8-1/2 x 11-inch text pages, three D side ring binders with durable plastic covers.
- C. Prepare binder cover with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS," title of Project, and subject matter of binder when multiple binders are required.
- D. Internally subdivide binder contents with permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.
- E. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- F. Contents: Prepare table of contents for each volume, with each product or system description identified, typed on white paper, in three parts as follows:
1. Part 1: Directory, listing names, addresses, and telephone numbers of Architect/Engineer, Contractor, Subcontractors, and major equipment suppliers.

2. Part 2: Operation and maintenance instructions, arranged by system and subdivided by Specification Section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Include the following:
 - a. Significant design criteria.
 - b. List of equipment.
 - c. Parts list for each component.
 - d. Operating instructions.
 - e. Maintenance instructions for equipment and systems.
 - f. Maintenance instructions for special finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
 - g. Safety precautions to be taken when operating and maintaining or working near equipment.
3. Part 3: Project documents and certificates, including the following:
 - a. Shop Drawings and product data.
 - b. Air and water balance reports.
 - c. Certificates.
 - d. Originals of warranties and bonds.

1.9 MANUAL FOR MATERIALS AND FINISHES

- A. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Architect/Engineer will review draft and return one copy with comments.
- B. For equipment or component parts of equipment put into service during construction and operated by Owner, submit documents within ten days after acceptance.
- C. Instructions for Care and Maintenance: Include manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.
- D. Moisture Protection and Weather Exposed Products: Include product data listing applicable reference standards, chemical composition, and details of installation. Include recommendations for inspections, maintenance, and repair.
- E. Additional Requirements: As specified in individual product Specification Sections.
- F. Include listing in table of contents for design data, with tabbed fly sheet and space for insertion of data.

1.10 MANUAL FOR EQUIPMENT AND SYSTEMS

- A. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Architect/Engineer will review draft and return one copy with comments.
- B. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit documents within ten days after acceptance.
- C. Each Item of Equipment and Each System: Include description of unit or system and component parts. Identify function, normal operating characteristics, and limiting conditions. Include

performance curves, with engineering data and tests, and complete nomenclature and model number of replaceable parts.

- D. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; by label machine.
- E. Include color-coded wiring diagrams as installed.
- F. Operating Procedures: Include startup, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shutdown, and emergency instructions. Include summer, winter, and special operating instructions.
- G. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and troubleshooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- H. Include servicing and lubrication schedule and list of lubricants required.
- I. Include manufacturer's printed operation and maintenance instructions.
- J. Include sequence of operation by controls manufacturer.
- K. Include original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- L. Include control diagrams by controls manufacturer as installed.
- M. Include Contractor's coordination drawings with color-coded piping diagrams as installed.
- N. Include charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
- O. Include list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
- P. Include test and balancing reports as specified in Section 01 40 00 - Quality Requirements.
- Q. Additional Requirements: As specified in individual product Specification Sections.
- R. Include listing in table of contents for design data with tabbed dividers and space for insertion of data.

1.11 SPARE PARTS AND MAINTENANCE PRODUCTS

- A. Furnish spare parts, maintenance, and extra products in quantities specified in individual Specification Sections.
- B. Deliver to Project Site and place in location as directed by Owner; obtain receipt prior to final payment.

1.12 PRODUCT WARRANTIES AND PRODUCT BONDS

- A. Obtain warranties and bonds executed in duplicate by responsible Subcontractors, suppliers, and manufacturers within ten days after completion of applicable item of Work.
- B. Execute and assemble transferable warranty documents and bonds from Subcontractors, suppliers, and manufacturers.
- C. Verify documents are in proper form, contain full information, and are notarized.
- D. Co-execute submittals when required.
- E. Include table of contents and assemble in three D side ring binder with durable plastic cover.
- F. Submit prior to final Application for Payment.

1.13 MAINTENANCE SERVICE

- A. Furnish service and maintenance of components indicated in Specification Sections during warranty period.
- B. Examine system components at frequency consistent with reliable operation. Clean, adjust, and lubricate as required.
- C. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by manufacturer of original component.
- D. Do not assign or transfer maintenance service to agent or Subcontractor without prior written consent of Owner.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that existing Site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new Work being applied or attached.
- C. Examine and verify specific conditions described in individual Specification Sections.
- D. Verify that utility services are available with correct characteristics and in correct locations.

3.2 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance according to manufacturer's instructions.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer-required or -recommended substrate primer, sealer, or conditioner prior to applying new material or substance in contact or bond.

3.3 EXECUTION

- A. Comply with manufacturer's installation instructions, performing each step in sequence. Maintain one set of manufacturer's installation instructions at Project Site during installation and until completion of construction.
- B. When manufacturer's installation instructions conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- C. Verify that field measurements are as indicated on approved Shop Drawings or as instructed by manufacturer.
- D. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.
 - 1. Secure Work true to line and level and within specified tolerances, or if not specified, industry-recognized tolerances.
 - 2. Physically separate products in place, provide electrical insulation, or provide protective coatings to prevent galvanic action or corrosion between dissimilar metals.
 - 3. Exposed Joints: Provide uniform joint width and arrange to obtain best visual effect. Refer questionable visual-effect choices to Architect/Engineer for final decision.
- E. Allow for expansion of materials and building movement.
- F. Climatic Conditions and Project Status: Install each unit of Work under conditions to ensure best possible results in coordination with entire Project.
 - 1. Isolate each unit of Work from incompatible Work as necessary to prevent deterioration.
 - 2. Coordinate enclosure of Work with required inspections and tests to minimize necessity of uncovering Work for those purposes.
- G. Mounting Heights: Where not indicated, mount individual units of Work at industry recognized standard mounting heights for particular application indicated.
 - 1. Refer questionable mounting heights choices to Architect/Engineer for final decision.
 - 2. Elements Identified as Accessible to Handicapped: Comply with applicable codes and regulations.
- H. Adjust operating products and equipment to ensure smooth and unhindered operation.
- I. Clean and perform maintenance on installed Work as frequently as necessary through remainder of construction period. Lubricate operable components as recommended by manufacturer.

3.4 CUTTING AND PATCHING

- A. Employ original installers to perform cutting and patching.
- B. Submit written request in advance of cutting or altering elements affecting:
 - 1. Structural integrity of element.
 - 2. Integrity of weather-exposed or moisture-resistant elements.
 - 3. Efficiency, maintenance, or safety of element.
 - 4. Visual qualities of sight-exposed elements.
 - 5. Work of Owner or separate contractor.
- C. Execute cutting, fitting, and patching including excavation and fill to complete Work and to:
 - 1. Fit the several parts together, to integrate with other Work.
 - 2. Uncover Work to install or correct ill-timed Work.
 - 3. Remove and replace defective and nonconforming Work.
 - 4. Remove samples of installed Work for testing.
 - 5. Provide openings in elements of Work for penetrations of mechanical and electrical Work.
- D. Execute Work by methods to avoid damage to other Work and to provide proper surfaces to receive patching and finishing.
- E. Cut masonry and concrete materials using masonry saw or core drill.
- F. Restore Work with new products according to requirements of Contract Documents.
- G. Fit Work tight to pipes, sleeves, ducts, conduits, and other penetrations through surfaces.
- H. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for assembly, refinish entire unit.
- I. Identify hazardous substances or conditions exposed during the Work to Architect/Engineer for decision or remedy.

3.5 PROTECTING INSTALLED CONSTRUCTION

- A. Protect installed Work and provide special protection where specified in individual Specification Sections.
- B. Provide temporary and removable protection for installed products. Control activity in immediate Work area to prevent damage.
- C. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- D. Use durable sheet materials to protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects.
- E. Prohibit traffic or storage upon waterproofed or roofed surfaces. When traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.

- F. Prohibit traffic from landscaped areas.

3.6 FINAL CLEANING

- A. Execute final cleaning prior to final Project assessment.
 - 1. Employ experienced personnel.
- B. Clean interior and exterior glass and surfaces exposed to view; remove temporary labels, stains, and foreign substances; polish transparent and glossy surfaces.
- C. Clean equipment and fixtures to sanitary condition with appropriate cleaning materials.
- D. Replace filters of operating equipment.
- E. Clean debris from roofs, gutters, downspouts, and drainage systems.
- F. Clean Site; sweep paved areas, rake clean landscaped surfaces.
- G. Remove waste and surplus materials, rubbish, and construction facilities from Site.

END OF SECTION

SECTION 01 74 19 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Construction waste management plan.
 - 2. Construction waste recycling.
 - 3. Construction waste adaptive reuse.

1.2 REFERENCES

- A. U.S. Green Building Council (USGBC):
 - 1. LEED for New Construction and Major Renovations Rating System.

1.3 PLAN REQUIREMENTS

- A. Develop and implement construction waste management plan.
- B. Intent:
 - 1. Divert construction, demolition, and land-clearing debris from landfill disposal.
 - 2. Redirect recyclable material back to manufacturing process.
 - 3. Generate cost savings or increase minimal additional cost to Project for waste disposal.

1.4 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures contains requirements for submittals.
- B. Construction Waste Management Plan: Submit construction waste management plan describing methods and procedures for implementation and monitoring compliance including the following:
 - 1. Transportation company hauling construction waste to waste processing facilities.
 - 2. Recycling and adaptive reuse processing facilities and waste type each facility will accept.
 - 3. Construction waste materials anticipated for recycling and adaptive reuse.
 - 4. On-Site sorting and Site storage methods.

1.5 CONSTRUCTION WASTE MANAGEMENT PLAN

- A. Construction Waste Landfill Diversion: No minimum diversion for this site.
- B. Implement construction waste management plan at start of construction.
- C. Review construction waste management plan at preconstruction meeting and progress meetings specified in Section 01 30 00 - Administrative Requirements.
- D. Distribute approved construction waste management plan to Subcontractors and others affected by plan requirements.

- E. Oversee plan implementation, instruct construction personnel for plan compliance, and document plan results.
- F. Purchase products to prevent waste by:
 - 1. Ensuring correct quantity of each material is delivered to Site.
 - 2. Choosing products with minimal or no packaging.
 - 3. Requiring suppliers to use returnable pallets or containers.
 - 4. Requiring suppliers to take or buy back rejected or unused items.

1.6 CONSTRUCTION WASTE RECYCLING

- A. Use source separation method or comingling method suitable to sorting and processing method of selected recycling center. Dispose non-recyclable trash separately into landfill.
- B. Source Separation Method: Recyclable materials separated from trash and sorted into separate bins or containers, identified by waste type, prior to transportation to recycling center.
- C. Comingling Method: Recyclable materials separated from trash and placed in unsorted bins or containers for sorting at recycling center.
- D. Materials suggested for recycling include:
 - 1. Packing materials including paper, cardboard, foam plastic, and sheeting.
 - 2. Recyclable plastics.
 - 3. Organic plant debris.
 - 4. Earth materials.
 - 5. Native stone and granular fill.
 - 6. Asphalt and concrete paving.
 - 7. Wood.
 - 8. Glass.
 - 9. Metals.
 - 10. Equipment oil.

1.7 CONSTRUCTION WASTE ADAPTIVE REUSE

- A. Arrange with processing facility for salvage of construction material and processing for reuse. Do not reuse construction materials on-Site except as allowed by Engineer.
- B. Materials suggested for adaptive reuse include:
 - 1. Concrete and crushed concrete.
 - 2. Masonry units.
 - 3. Lumber suitable for re-sawing or refinishing.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.1 CONSTRUCTION WASTE COLLECTION

- A. Collect construction waste materials in marked bins or containers and arrange for transportation to recycling centers or adaptive salvage and reuse processing facilities.
- B. Maintain recycling and adaptive reuse storage and collection area in orderly arrangement with materials separated to eliminate co-mingling of materials required to be delivered separately to waste processing facility.
- C. Store construction waste materials to prevent environmental pollution, fire hazards, hazards to persons and property, and contamination of stored materials.
- D. Cover construction waste materials subject to disintegration, evaporation, settling, or runoff to prevent polluting air, water, and soil.

3.2 CONSTRUCTION WASTE DISPOSAL

- A. Deliver construction waste to waste processing facilities. Obtain receipt for deliveries.
- B. Dispose of construction waste not capable of being recycled or adaptively reused by delivery to landfill, incinerator, or other legal disposal facility. Obtain receipt for deliveries.
- C. Handle and dispose of all waste in accordance with state law and at appropriately permitted facilities.

END OF SECTION

SECTION 33 12 13 - WATER SERVICE CONNECTIONS

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Pipe and fittings for domestic water service connections to buildings.
 - 2. Corporations stop assembly.
 - 3. Curb stop assembly.
 - 4. Meter setting equipment.
 - 5. Water meters.
 - 6. Backflow preventers.
 - 7. Underground pipe markers.
 - 8. Precast concrete vault.
 - 9. Bedding and cover materials.

1.2 REFERENCE STANDARDS

- A. American Association of State Highway and Transportation Officials:
 - 1. AASHTO T180 - Standard Specification for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop.
- B. American Society of Mechanical Engineers:
 - 1. ASME B16.18 - Cast Copper Alloy Solder Joint Pressure Fittings.
 - 2. ASME B16.22 - Wrought Copper and Copper Alloy Solder Joint Pressure Fittings.
- C. American Society of Sanitary Engineering:
 - 1. ASSE 1012 - Backflow Preventer with Intermediate Atmospheric Vent.
 - 2. ASSE 1013 - Reduced Pressure Principle Backflow Preventers.
- D. ASTM International:
 - 1. ASTM A48/A48M - Standard Specification for Gray Iron Castings.
 - 2. ASTM B62 - Standard Specification for Composition Bronze or Ounce Metal Castings.
 - 3. ASTM B88 - Standard Specification for Seamless Copper Water Tube.
 - 4. ASTM C858 - Standard Specification for Underground Precast Concrete Utility Structures.
 - 5. ASTM D698 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³ (600 kN-m/m³)).
 - 6. ASTM D1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³ (2,700 kN-m/m³)).
 - 7. ASTM D1785 - Standard Specification for Poly(Vinyl Chloride) (PVC) Plastic Pipe, Schedules 40, 80, and 120.
 - 8. ASTM D2241 - Standard Specification for Polyethylene (PE) Plastic Pipe (SDR-PR) Based on Controlled Inside Diameter.
 - 9. ASTM D2466 - Standard Specification for Poly (Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 40.
 - 10. ASTM D2855 - Standard Practice for Making Solvent-Cemented Joints with Poly (Vinyl Chloride) (PVC) Pipe and Fittings.

11. ASTM D2922 - Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
12. ASTM D3017 - Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).

E. American Welding Society:

1. AWS A5.8 - Specification for Filler Metals for Brazing and Braze Welding.

F. American Water Works Association:

1. AWWA C600 - Installation of Ductile-Iron Water Mains and Their Appurtenances.
2. AWWA C700 - Cold-Water Meters - Displacement Type, Bronze Main Case.
3. AWWA C701 - Cold-Water Meters - Turbine Type, for Customer Service.
4. AWWA C702 - Cold-Water Meters - Compound Type.
5. AWWA C706 - Direct-Reading, Remote-Registration Systems for Cold-Water Meters.
6. AWWA C800 - Underground Service Line Valves and Fittings.
7. AWWA C901 - Polyethylene (PE) Pressure Pipe and Tubing, 1/2 in. through 3 in., for Water Service.
8. AWWA M6 - Water Meters - Selection, Installation, Testing, and Maintenance.

1.3 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.
- B. Product Data: Submit data on pipe materials, pipe fittings, corporation stop assemblies, curb stop assemblies, meters, meter setting equipment, service saddles, backflow preventer, and accessories.
- C. Shop Drawings: Provide shop drawings for precast concrete vaults to include detail drawings showing the vault and accessories.
- D. Manufacturer's Certificate: Certify Products meet or exceed specified requirements.

1.4 CLOSEOUT SUBMITTALS

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for submittals.
- B. Project Record Documents: Record actual locations of piping mains, curb stops, connections, thrust restraints, and invert elevations.
- C. Identify and describe unexpected variations to subsoil conditions or discovery of uncharted utilities.

1.5 QUALITY ASSURANCE

- A. Perform Work in accordance with local and state agency standards.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Section 01 60 00 - Product Requirements: Requirements for transporting, handling, storing, and protecting products.
- B. During loading, transporting, and unloading of materials and products, exercise care to prevent any damage.
- C. Store products and materials off ground and under protective coverings and custody, away from walls and in manner to keep these clean and in good condition until used.
- D. Exercise care in handling precast concrete products to avoid chipping, cracking, and breakage.

PART 2 PRODUCTS

2.1 WATER PIPING AND FITTINGS

- A. Copper Tubing: ASTM B88, annealed:
 - 1. Fittings: ASME B16.18, cast copper, or ASME B16.22, wrought copper.
 - 2. Joints: Compression connection or AWS A5.8, BCuP silver braze.
- B. PVC Pipe (if allowed by locality): Poly pipe with a pressure rating of 200 psi:
 - 1. Fittings: ASTM D2466, PVC.
 - 2. Joints: ASTM D2855, solvent weld.

2.2 CORPORATION STOP ASSEMBLY

- A. Furnish materials in accordance with local and state agency standards.
- B. Corporation Stops:
 - 1. Brass or red brass alloy body conforming to ASTM B62.
 - 2. Inlet end threaded for tapping according to AWWA C800.
 - 3. Outlet end suitable for service pipe specified.
- C. Service Saddles:
 - 1. Double strap type, designed to hold pressures in excess pipe working pressure.

2.3 CURB STOP ASSEMBLY

- A. Furnish materials in accordance with local and state agency standards.
- B. Curb Stops:
 - 1. Brass or red brass alloy body conforming to ASTM B62.
 - 2. Plug type valve.
 - 3. Positive pressure sealing.
- C. Curb Boxes and Covers:
 - 1. Cast iron body, Extension Type or Buffalo Type.

2. Minneapolis or Arch Pattern Base.
3. Lid with inscription WATER, with Pentagon Plug.

2.4 METER SETTING EQUIPMENT

- A. Furnish materials in accordance with local and state agency standards.
- B. Outside Meter Setting:
 1. Meter Yokes: Copper or iron, riser type assembly with bronze inlet inverted key angle valve expansion type outlet connection and Ell fitting; flared copper tubing connections both ends.
 2. Meter Yokes: Copper or iron, inlet and outlet horizontal or vertical setting with matching couplings, fittings and stops.

2.5 WATER METERS

- A. Furnish materials in accordance with local and state agency standards.
- B. Furnish materials in accordance with local utility and TCEQ standards.
- C. AWWA, positive displacement disc type suitable for fluid with bronze case and cast iron frost-proof, breakaway bottom cap, hermetically sealed register.
- D. Meter: Brass body turbine meter with magnetic drive register.
 1. Service: Cold water, 122 degrees F.
 2. Nominal Flow: 50 gpm.
 3. Pressure Drop at Nominal Flow: 1 psi.
 4. Maximum Operating Pressure: 100 psi.
 5. Accuracy: 1-1/2 percent.
 6. Maximum Counter Reading: 10 million gallons.
 7. Pipe Size: 3/4 inch.
 8. Metal Sleeve: 18 gage galvanized sheet metal.

2.6 BACKFLOW PREVENTERS

- A. Furnish materials in accordance with local and state agency standards.
- B. Reduced Pressure Backflow Preventers:
 1. Comply with ASSE 1013.
 2. Bronze body, with bronze internal parts and stainless steel springs.
 3. Two independently operating, spring loaded check valves; diaphragm type differential pressure relief valve located between check valves; third check valve opening under back pressure in case of diaphragm failure; non-threaded vent outlet; assembled with two gate valves, strainer, and four test cocks.
- C. Double Check Valve Assemblies: Comply with ASSE 1012; Bronze body with corrosion resistant internal parts and stainless steel springs; two independently operating check valves with intermediate atmospheric vent.

2.7 UNDERGROUND PIPE MARKERS

- A. Furnish materials in accordance with local and state agency standards.
- B. Plastic Ribbon Tape: Bright colored, continuously printed, minimum **6 inches** wide by **4 mil** thick, manufactured for direct burial service.
- C. Trace Wire: Electronic detection materials for non-conductive piping products.
 - 1. Unshielded 10 gage THWN insulated copper wire.
 - 2. Conductive tape.

2.8 PRECAST CONCRETE VAULT

- A. Furnish materials in accordance with local and state agency standards.
- B. Product Description: Precast vault designed in accordance with ASTM C858, comprising modular, interlocking sections complete with accessories.
- C. Shape: As indicated on Drawings.

2.9 BEDDING AND COVER MATERIALS

- A. Bedding/Haunching:
 - 1. Class IA (open graded manufactured) and Class IB (dense graded manufactured).
 - 2. Class II Clean Coarse Grained Soils (GW, GP, SW, and SP).
 - 3. Class III Coarse Grained Soils with Fines (GM, GC, SM and SC).
 - 4. Cover Soils can consist of the above classes and/or Class IV materials (ML, CL, MH or CH).
- B. Cover: Fill Type Native soil, as specified in Section 31 05 13.
- C. Subsoil with no rocks over 2 inches in diameter, frozen earth or foreign matter.

2.10 ACCESSORIES

- A. Concrete for Thrust Restraints: Concrete type specified in Section 03 30 00.
- B. Manhole and Cover: Refer to city standards

PART 3 EXECUTION

3.1 EXAMINATION

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for installation examination.
- B. Verify building service connection and municipal utility water main size, location, and invert are as indicated on Drawings.

3.2 PREPARATION

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for installation preparation.
- B. Cut pipe ends square, ream pipe and tube ends to full pipe diameter, remove burrs.
- C. Remove scale and dirt on inside and outside before assembly.
- D. Prepare pipe connections to equipment with flanges or unions.

3.3 BEDDING

- A. Excavate pipe trench in accordance with Construction Plans.
- B. Place bedding material at trench bottom, level fill materials in one continuous layer not exceeding 6 inches compacted depth; compact to **95** percent.
- C. Backfill around sides and to top of pipe with cover fill, tamp in place and compact to **95** percent.
- D. Place fill material in accordance with NCTCOG Specifications

3.4 INSTALLATION - PIPE AND FITTINGS

- A. Maintain separation of water main from sewer piping in accordance with state health codes.
- B. Group piping with other site piping work whenever practical.
- C. Install pipe to indicated elevation to within tolerance of 5/8 inches.
- D. Route pipe in straight line.
- E. Install pipe to allow for expansion and contraction without stressing pipe or joints.
- F. Install access fittings to permit disinfection of water system performed in accordance with city requirements
- G. Form and place concrete for thrust restraints at each elbow or change of direction of pipe main.
- H. Establish elevations of buried piping with not less than 3.5 ft of cover.
- I. Install trace wire continuous and/or tape over top of pipe, 24 - 36 inches below finish grade and above pipe line.
- J. Install Work in accordance with local utility, TCEQ and TxDOT (if located in right of way) standards.

3.5 SERVICE CONNECTIONS

- A. Install water service to connect before existing meter. Existing meter to stay in place in accordance with utility company requirements and water meter with by-pass valves.

- B. Install Work in accordance local utility and TCEQ standards.

3.6 PRECAST CONCRETE VAULT

- A. Construct valve vaults of precast concrete.
- B. Seal vault joints watertight with preformed plastic joint sealant compound. Apply asphalt waterproofing to exterior walls.
- C. Seal annular space between pipe and wall sleeves as indicated on the Contract Drawings.
- D. Install vault covers and frames; adjust to finished grade elevation.

3.7 FIELD QUALITY CONTROL

- A. Section 01 40 00 - Quality Requirements: Requirements for inspecting, testing.

END OF SECTION

Bid Item Descriptions

BASE BID ITEM SPECIFICATIONS			
ITEM NO.	DESCRIPTION	UNIT	SPECIFICATION AND PAYMENT DESCRIPTION
1	MOBILIZATION, INSURANCE, & BONDING	LS	This pay item shall consist of mobilization and demobilization for the construction of the project. The project shall be constructed in phases as shown in the plans. This pay item shall be inclusive of any and all mobilizations and demobilizations associated with the project. Mobilization shall be defined as all necessary equipment, supplies, materials, and personnel on the job site ready to begin construction
2	FURNISH AND INSTALL TRAFFIC CONTROL	LS	Furnishing, installing and maintaining the required traffic control devices during each phase of construction in accordance with a final approved traffic control plan, submitted by contractor per the latest version of TMUTCD, and construct in accordance with NCTCOG specification 105.5. Measurement and payment shall be as listed in bid proposal
3	STORMWATER POLLUTION PREVENTION PLAN AND EROSION CONTROL	LS	Provide a Storm Water Pollution Prevention Plan (SWPPP) for storm water discharge in accordance with TPDES general permit TXR150000 and or EPA regulations. This shall include the assumption of responsibility of said pollution prevention system, including the design and implementation of said system, complete in place. Moreover, when it comes to (SWPPP), the contractor has the sole authority, responsibility and control over plans and specification of the said (SWPPP) only and can make changes to those specifications for the entire project as he deems necessary or needed to remain in compliance with the TCEQ and or RPA regulations. Construct all items included in (SWPPP) in accordance with NCTCOG specification 201. Measurement and payment shall be as listed in the bid proposal and include all items deemed necessary for compliance with said (SWPPP).
4	REMOVE & DISPOSE EXIST PAVEMENT (VARIABLE DEPTH)	SY	Construct in accordance with TxDOT Specification 105. Measurement and payment shall be as listed in bid proposal.
5	REMOVE CONC CURB & GUTTER	LF	Construct in accordance with TxDOT Specification 104. Measurement and payment shall be as listed in bid proposal.
6	REMOVE CONC SIDEWALK	SY	Construct in accordance with TxDOT Specification 104. Measurement and payment shall be as listed in bid proposal.

Bid Item Descriptions

7	FURNISH AND INSTALL CONC BARRIER FREE RAMP (TYPE 1)	EA	Construct in accordance with TxDOT Specification 531. Measurement and payment shall be as listed in bid proposal.
8	INSTALL CONC SIDEWALKS (4")	SY	Construct in accordance with TxDOT Specification 531. Measurement and payment shall be as listed in bid proposal.
9	FURNISH AND INSTALL CURB AND GUTTER	LF	Construct in accordance with TxDOT Specification 529. Measurement and payment shall be as listed in bid proposal.
10	INSTALL ASPHALT PAVEMENT (VARIABLE DEPTH)	SY	Construct in accordance with TxDOT Specification 341. Measurement and payment shall be as listed in bid proposal.
11	INSTALL CONCRETE ROAD BASE (6")	SY	Construct in accordance with TxDOT Specification 275. Measurement and payment shall be as listed in bid proposal.
12	STRUCTURAL: BRICK PAVING STONE	LS	Construct in accordance with TxDOT Specification 528. Measurement and payment shall be as listed in bid proposal.
13	FURNISH AND INSTALL RED BRICK PAVING STONE	SY	Construct in accordance with TxDOT Specification 528. Measurement and payment shall be as listed in bid proposal.
14	FURNISH AND INSTALL GRAY BRICK PAVING STONE	SY	Construct in accordance with TxDOT Specification 528. Measurement and payment shall be as listed in bid proposal.
15	INSTALL RED SPONSOR PAVING STONE (Brick Provided by City)	SY	Construct in accordance with TxDOT Specification 528. Measurement and payment shall be as listed in bid proposal.
16	REMOVABLE BOLLARDS	EA	Construct in accordance with TxDOT Specification 5005. Measurement and payment shall be as listed in bid proposal.
17	TRENCH DRAIN	LF	Construct in accordance with TxDOT Specification 474. Measurement and payment shall be as listed in bid proposal.
18	INSTALL LIGHT POLE	EA	Construct in accordance with TxDOT Specification 610. Measurement and payment shall be as listed in bid proposal.
19	INSTALL CONDUIT BY TRENCH	LF	Construct in accordance with TxDOT Specification 618. Measurement and payment shall be as listed in bid proposal.
20	INSTALL TRAFFIC RATED CONCRETE PULL BOX	EA	Construct in accordance with TxDOT Specification 465. Measurement and payment shall be as listed in bid proposal.
21	ADJUST TO GRADE- LIGHTPOLE	EA	Construct in accordance with TxDOT Specification 610 . Measurement and payment shall be as listed in bid proposal.
22	ADJUST TO GRADE- TELEPHONE MANHOLE	EA	Construct in accordance with TxDOT Specification 479. Measurement and payment shall be as listed in bid proposal.
23	ADJUST TO GRADE- SEWER MANHOLE	EA	Construct in accordance with TxDOT Specification 479. Measurement and payment shall be as listed in bid proposal.
24	ADJUST TO GRADE- WATER METER	EA	Construct in accordance with TxDOT Specification 7040. Measurement and payment shall be as listed in bid proposal.
25	ADJUST TO GRADE - WATER VALVE	EA	Construct in accordance with TxDOT Specification 7040. Measurement and payment shall be as listed in bid proposal.
26	PAVEMENT MARKING	LS	Construct in accordance with TxDOT Specification 666. Measurement and payment shall be as listed in bid proposal.
27	REMOVE AND RESET FIRE HYDRANT	EA	Construct in accordance with TxDOT Specification 7033. Measurement and payment shall be as listed in bid proposal.
28	REMOVE AND RESET TRAFFIC SIGNS	EA	Construct in accordance with TxDOT Specification 644. Measurement and payment shall be as listed in bid proposal.

Bid Item Descriptions

29	REMOVE TRENCH DRAIN	LF	Construct in accordance with TxDOT Specification 104. Measurement and payment shall be as listed in bid proposal.
30	REMOVE AND RESET BENCH	EA	Construct in accordance with TxDOT Specification 104. Measurement and payment shall be as listed in bid proposal.
31	REMOVE AND RESET TRASH CAN	EA	Construct in accordance with TxDOT Specification 104. Measurement and payment shall be as listed in bid proposal.

ADD ALT. 1 BID ITEM SPECIFICATIONS

ITEM NO.	DESCRIPTION	UNIT	SPECIFICATION AND PAYMENT DESCRIPTION
A1-1	REMOVE & DISPOSE EXIST PAVEMENT (VARIABLE DEPTH)	SY	Construct in accordance with TxDOT Specification 105. Measurement and payment shall be as listed in bid proposal.
A1-2	REMOVE CONC CURB & GUTTER	LF	Construct in accordance with TxDOT Specification 104. Measurement and payment shall be as listed in bid proposal.
A1-3	REMOVE CONC SIDEWALK	SY	Construct in accordance with TxDOT Specification 104. Measurement and payment shall be as listed in bid proposal.
A1-4	FURNISH AND INSTALL 2" CONDUIT	LF	Construct in accordance with TxDOT Specification 618. Measurement and payment shall be as listed in bid proposal.
A1-5	ELECTRICAL PULL BOX	EA	Construct in accordance with TxDOT Specification 624. Measurement and payment shall be as listed in bid proposal.
A1-6	INSTALL CONC SIDEWALKS (4")	SY	Construct in accordance with TxDOT Specification 531. Measurement and payment shall be as listed in bid proposal.
A1-7	FURNISH AND INSTALL CURB AND GUTTER	LF	Construct in accordance with TxDOT Specification 529. Measurement and payment shall be as listed in bid proposal.
A1-8	INSTALL ASPHALT PAVEMENT (VARIABLE DEPTH)	SY	Construct in accordance with TxDOT Specification 316. Measurement and payment shall be as listed in bid proposal.
A1-9	INSTALL TRENCH DRAIN	LF	Construct in accordance with TxDOT Specification 474. Measurement and payment shall be as listed in bid proposal.
A1-10	FURNISH AND INSTALL CONC BARRIER FREE RAMP (TYPE 1)	EA	Construct in accordance with TxDOT Specification 531. Measurement and payment shall be as listed in bid proposal.
A1-11	ADJUST TO GRADE- WATER METER	EA	Construct in accordance with TxDOT Specification 7040. Measurement and payment shall be as listed in bid proposal.
A1-12	PAVEMENT MARKING	LS	Construct in accordance with TxDOT Specification 666. Measurement and payment shall be as listed in bid proposal.
A1-13	REMOVE AND RESET TRAFFIC SIGNS	EA	Construct in accordance with TxDOT Specification 644. Measurement and payment shall be as listed in bid proposal.
A1-14	REMOVE AND RESET BENCH	EA	Construct in accordance with TxDOT Specification 104. Measurement and payment shall be as listed in bid proposal.
A1-15	REMOVE AND RESET TRASH CAN	EA	Construct in accordance with TxDOT Specification 104. Measurement and payment shall be as listed in bid proposal.

Bid Item Descriptions

ADD ALT. 1.A BID ITEM SPECIFICATIONS

ITEM NO.	DESCRIPTION	UNIT	SPECIFICATION AND PAYMENT DESCRIPTION
A1.A-1	IRRIGATION WATER SERVICE BY TRENCH	LF	Construct in accordance with TxDOT Specification 170. Measurement and payment shall be as listed in bid proposal.
A1.A-2	IRRIGATION WATER SERVICE BY BORE	LF	Construct in accordance with TxDOT Specification 170. Measurement and payment shall be as listed in bid proposal.
A1.A-3	LANDSCAPE IRRIGATION (PER BED)	EA	Construct in accordance with TxDOT Specification 170. Measurement and payment shall be as listed in bid proposal.
A1.A-4	LANDSCAPING (PER LANDSCAPE BED ALLOWANCE)	EA	Construct in accordance with TxDOT Specification 170. Measurement and payment shall be as listed in bid proposal.
A1.A-5	1" PLUG	EA	Construct in accordance with TxDOT Specification 170. Measurement and payment shall be as listed in bid proposal.
A1.A-6	3" ENCASEMENT	LF	Construct in accordance with TxDOT Specification 170. Measurement and payment shall be as listed in bid proposal.

ADD ALT. 2 BID ITEM SPECIFICATIONS

ITEM NO.	DESCRIPTION	UNIT	SPECIFICATION AND PAYMENT DESCRIPTION
A2-1	REMOVE & DISPOSE EXIST PAVEMENT (VARIABLE DEPTH)	SY	Construct in accordance with TxDOT Specification 105. Measurement and payment shall be as listed in bid proposal.
A2-2	REMOVE CONC CURB & GUTTER	LF	Construct in accordance with TxDOT Specification 104. Measurement and payment shall be as listed in bid proposal.
A2-3	REMOVE CONC SIDEWALK	SY	Construct in accordance with TxDOT Specification 104. Measurement and payment shall be as listed in bid proposal.
A2-4	INSTALL CONC SIDEWALKS (4")	SY	Construct in accordance with TxDOT Specification 531. Measurement and payment shall be as listed in bid proposal.
A2-5	FURNISH AND INSTALL CURB AND GUTTER	LF	Construct in accordance with TxDOT Specification 529. Measurement and payment shall be as listed in bid proposal.
A2-6	INSTALL ASPHALT PAVEMENT (VARIABLE DEPTH)	SY	Construct in accordance with TxDOT Specification 316. Measurement and payment shall be as listed in bid proposal.
A2-7	INSTALL TRENCH DRAIN	LF	Construct in accordance with TxDOT Specification 474. Measurement and payment shall be as listed in bid proposal.
A2-8	FURNISH AND INSTALL CONC BARRIER FREE RAMP (TYPE 1)	EA	Construct in accordance with TxDOT Specification 531. Measurement and payment shall be as listed in bid proposal.
A2-9	ADJUST TO GRADE- WATER METER	EA	Construct in accordance with TxDOT Specification 192. Measurement and payment shall be as listed in bid proposal.
A2-10	REMOVE AND RESET FIRE HYDRANT	EA	Construct in accordance with TxDOT Specification 5166. Measurement and payment shall be as listed in bid proposal.
A2-11	PAVEMENT MARKING	EA	Construct in accordance with TxDOT Specification 666. Measurement and payment shall be as listed in bid proposal.
A2-12	REMOVE AND RESET TRAFFIC SIGNS	EA	Construct in accordance with TxDOT Specification 644. Measurement and payment shall be as listed in bid proposal.

Bid Item Descriptions

ADD ALT. 2.A BID ITEM SPECIFICATIONS			
ITEM NO.	DESCRIPTION	UNIT	SPECIFICATION AND PAYMENT DESCRIPTION
A2.A-1	IRRIGATION WATER SERVICE BY TRENCH	LF	Construct in accordance with TxDOT Specification 170. Measurement and payment shall be as listed in bid proposal.
A2.A-2	IRRIGATION WATER SERVICE BY BORE	LF	Construct in accordance with TxDOT Specification 170. Measurement and payment shall be as listed in bid proposal.
A2.A-3	LANDSCAPE IRRIGATION (PER BED)	EA	Construct in accordance with TxDOT Specification 170. Measurement and payment shall be as listed in bid proposal.
A2.A-4	LANDSCAPING (PER LANDSCAPE BED ALLOWANCE)	EA	Construct in accordance with TxDOT Specification 192. Measurement and payment shall be as listed in bid proposal.
A2.A-5	8" X 1" TAPPING SLEEVE	EA	Construct in accordance with TxDOT Specification 170. Measurement and payment shall be as listed in bid proposal.
A2.A-6	1" GATE VALVE	EA	Construct in accordance with TxDOT Specification 170. Measurement and payment shall be as listed in bid proposal.
A2.A-7	1" RPZ	EA	Construct in accordance with TxDOT Specification 170. Measurement and payment shall be as listed in bid proposal.
A2.A-8	1" PLUG	EA	Construct in accordance with TxDOT Specification 170. Measurement and payment shall be as listed in bid proposal.
A2.A-9	3" ENCASEMENT	LF	Construct in accordance with TxDOT Specification 170. Measurement and payment shall be as listed in bid proposal.

ADD ALT. 3 BID ITEM SPECIFICATIONS			
ITEM NO.	DESCRIPTION	UNIT	SPECIFICATION AND PAYMENT DESCRIPTION
A3-1	STRUCTURAL: GLASS PAVING STONE	LS	Construct in accordance with TxDOT Specification 528. Measurement and payment shall be as listed in bid proposal.
A3-2	DEDUCT: STRUCTURAL BRICK PAVERS	LS	Construct in accordance with TxDOT Specification 528. Measurement and payment shall be as listed in bid proposal.
A3-3	DEDUCT: RED BRICK PAVING STONE	SY	Construct in accordance with TxDOT Specification 528. Measurement and payment shall be as listed in bid proposal.

Bid Item Descriptions

ADD ALT. 4 BID ITEM SPECIFICATIONS			
ITEM NO.	DESCRIPTION	UNIT	SPECIFICATION AND PAYMENT DESCRIPTION
A4-1	IRRIGATION WATER SERVICE BY TRENCH	LF	Construct in accordance with TxDOT Specification 170. Measurement and payment shall be as listed in bid proposal.
A4-2	IRRIGATION WATER SERVICE BY BORE	LF	Construct in accordance with TxDOT Specification 170. Measurement and payment shall be as listed in bid proposal.
A4-3	8" X 1" TAPPING SLEEVE	EA	Construct in accordance with TxDOT Specification 170. Measurement and payment shall be as listed in bid proposal.
A4-4	1" GATE VALVE	EA	Construct in accordance with TxDOT Specification 170. Measurement and payment shall be as listed in bid proposal.
A4-5	1" RPZ	EA	Construct in accordance with TxDOT Specification 170. Measurement and payment shall be as listed in bid proposal.
A4-6	LANDSCAPE IRRIGATION (PER BED)	EA	Construct in accordance with TxDOT Specification 170. Measurement and payment shall be as listed in bid proposal.
A4-7	LANDSCAPING (PER LANDSCAPE BED ALLOWANCE)	EA	Construct in accordance with TxDOT Specification 192. Measurement and payment shall be as listed in bid proposal.
A4-8	1" PLUG	EA	Construct in accordance with TxDOT Specification 170. Measurement and payment shall be as listed in bid proposal.
A4-9	1" X 3/4" TEE	EA	Construct in accordance with TxDOT Specification 170. Measurement and payment shall be as listed in bid proposal.
A4-10	NON-FREEZE GROUND HYDRANT BOX W/ HEAVY DUTY COVER	EA	Construct in accordance with TxDOT Specification 170. Measurement and payment shall be as listed in bid proposal.
A4-11	1" X 1" TEE	EA	Construct in accordance with TxDOT Specification 170. Measurement and payment shall be as listed in bid proposal.
A4-12	ASPHALT PAVEMENT PATCHING	SY	Construct in accordance with TxDOT Specification 170. Measurement and payment shall be as listed in bid proposal.

ADD ALT. 5 BID ITEM SPECIFICATIONS			
ITEM NO.	DESCRIPTION	UNIT	SPECIFICATION AND PAYMENT DESCRIPTION
A5-1	INSTALL ELECTRIC BUMP-OUT	EA	Construct in accordance with TxDOT Specification 628. Measurement and payment shall be as listed in bid proposal.
A5-2	INSTALL CONDUIT BY TRENCH	LF	Construct in accordance with TxDOT Specification 618. Measurement and payment shall be as listed in bid proposal.
A5-3	INSTALL TRAFFIC RATED CONCRETE PULL BOX	EA	Construct in accordance with TxDOT Specification 465. Measurement and payment shall be as listed in bid proposal.

GENERAL NOTES

ITEM 100: Preparing Right of Way

Contractor shall not burn trash, debris, etc. without prior approval from City of Paris, TX.

All existing improvements inside limits of construction to be removed shall be subsidiary to this item, unless otherwise provided for in the bid items.

The limits of Preparation of Right-of-Way shall include the limits of grading as well as the full width of the Right-of-Way plus the easements necessary to install the improvements shown on these plans.

Clearing and grubbing of existing vegetation including trees, stumps, and shrubs shall be considered subsidiary to this item.

ITEM 110 & 132: Excavation and Embankment

Any excavation material not meeting the requirements of embankment shall become the property of the contractor for disposal off-site in accordance with local, state and federal regulations.

Suitable excavation material shall be classified under Section 8.3.1 Select Fill of the geotechnical report.

Compact subgrade in earth cut sections, in accordance with Article 132.3. D.2 (Density Control)

The top 4"-6" of excavation and or embankment shall be a topsoil material suitable for establishing vegetative growth. The work shall be performed in accordance with TxDOT ITEM 160- Topsoil except for measurement and payment. Measurement and Payment shall be subsidiary to the pertinent bid items.

ITEM 110: Excavation

As cut slopes are constructed, round off the tops of back slopes to blend into the natural ground.

Remove abandoned underground utility lines encountered. This work will be subsidiary to the pertinent bid items. Coordinate with franchise utilities on any relocation efforts within right-of-way. This will be subsidiary to the pertinent bid items.

Flare ditches to prevent erosion of the toe of slope in areas of transition from cut to fill.

Excavated materials not meeting the requirements for embankment below will be considered waste. Dispose of in accordance with local, state and federal regulations.

Embankment (beyond edge of pavements) shall meet the following parameters:

- Clay materials with a Plasticity Index < 30 that is free from vegetation or other objectionable material
- All soils shall meet or exceed guidelines provided in the geotechnical report provided in the technical specifications.

ITEM 132: Embankment

Test borrow sources and furnish results to the Engineer.

Remove deleterious material, organic matter and sediment, etc., from all ponds, lakes, sloughs, channels and existing roadway ditches prior to placement of embankment. This work will be subsidiary to this item.

ITEM 162: Sodding for Erosion Control

Apply fertilizer (13-13-13) at a rate of 300 lbs./5000 sq yds, subsidiary to this bid item.

Mow tall growing vegetation as directed, to provide optimum growing conditions for temporary or permanent seeded areas in accordance with Item 730 "Roadside Mowing" except for measurement and payment. This work will be subsidiary to pertinent bid items.

Repair mulch sod, damaged by causes other than the Contractor's operations, as directed using mulch sod, seeding, and fertilizer. This work will be measured and paid for in accordance with the applicable bid items of the contract.

ITEM 164: Seeding for Erosion Control

Apply fertilizer (13-13-13) at a rate of 300 lbs./5000 sq yds.

Finish slopes with a tracked vehicle running vertically up and down the slope.

Mow tall growing vegetation as directed, to provide optimum growing conditions for temporary or permanent seeded areas in accordance with Item 730 "Roadside Mowing" except for measurement and payment. This work will be subsidiary to pertinent bid items.

Repair seeding, damaged by causes other than the Contractor's operations, as directed using seeding, and fertilizer. This work will be measured and paid for in accordance with the applicable bid items of the contract.

Adjust the seeding mixture and rates if directed.

Do not use Bahia grass.

Use broadcast seeding for temporary erosion control, when and as directed.

Use additional temporary seeding if permanent seeding is placed outside the optimum growing season shown for this item, if directed.

ITEM 360: Concrete Pavement

Obtain written approval from the Engineer if the concrete design requires greater than 5.5 sacks of cementitious material per cubic yard.

With the approval of the engineer, a vibratory screed finishing system may be utilized. The system shall be of sufficient structural capacity to span the pavement placement without any deflections and be able to produce a ride quality for pavement surfaces in accordance with Item 585- Type A Test. Utilizing the screed system, the width of placement shall be limited to one travel lane width, unless otherwise approved by the engineer.

ITEM 464: Reinforced Concrete Pipe

Backfill driveway culverts to obtain a minimum cover of 6 inches. Place backfill in accordance with Article 132.3.D.1 "Ordinary Compaction" using approved equipment.

All pipe joints shall be wrapped with an approved geotextile fabric.

All bends, fittings and connections are considered subsidiary to this item.

ITEM 502: Barricades, Signs and Traffic Handling

Maintenance of all driveways and intersections will not be paid for directly but is subsidiary to the pertinent bid items.

Maintain access to abutting property at all times using approved materials and methods. Work required to maintain ingress and egress within the limits of this project will not be paid for directly, but is subsidiary to the pertinent bid items.

Use strobe lights or rotating beacons on all motorized equipment, operating on or adjacent to the road surface.

Mailbox access shall be maintained for all properties located in the project area.

ITEM 506: Temporary Erosion, Sedimentation and Environmental Controls

Sprinkle water for dust control. Meet the requirements of Item 204, "Sprinkling" except for measurement and payment. Sprinkling will be considered subsidiary to this Item.

The removal of accumulated silt necessary to maintain proper operation of erosion control devices shall be subsidiary to the pertinent bid items. The removal of erosion control devices upon final stabilization shall be subsidiary to the pertinent bid items.

Necessary pipes required and called out in plans for construction entrances shall be subsidiary to construction entrance bid items.

ITEM 618: Conduit

For all branch circuits, install a continuous bare or green insulated copper wire, No. 10 awg or larger, in the conduit throughout the electrical system in accordance with the electrical detail sheets, and the latest edition of the National Electrical Code.

The locations of conduit as shown are for diagrammatic purposes only and may be varied to meet local conditions, subject to approval. Ground boxes are subsidiary to this bid item, if required.

All conduit placed under existing pavement will be bored as directed. Cutting, trenching or jacking across roadways or driveways will not be permitted without approval.

Install a 3 inch warning tape on trenched conduit runs during backfill operations. The tape will be red polyethylene marked "CAUTION-BURIED ELECTRIC LINE". Place the tape 12 inches above the conduit. Measurement and payment is subsidiary to Item 618, "Conduit".

ITEM 628: Electrical Services

The connection of the proposed lighting service including all materials and labor will not be paid for directly, but will be considered subsidiary to the pertinent bid items.

Acrylic Washington Postlite (AW) LUMINAIRE

The Acrylic Washington Postlite® luminaire is styled to replicate the acorn luminaires that lighted streets in the first half of the 20th century. Designed for superior light control, ease of installation, and maintenance, the Acrylic Washington Postlite has a precision prismatic acrylic optical system for true street lighting performance as well as beauty.

Features for Acrylic Washington Series

- Modern acrylic optics (V825HID)
- Prismatic light control
- High-wattage availability
- Four lighting distributions
- Lunar Optics™ option (IESNA cutoff)
- Two decorative housing choices
- Decorative trim variety
- Enhanced, tool-less maintenance option

Finish/Material The luminaire is finished with polyester powder paint to insure maximum durability. All casting utilize alloy #356 aluminum for maximum corrosion resistance and all exposed hardware is stainless steel. **Luminaire Mounts to a P07 (3X3) Tenon**
Configure Entire Pole Package Assmblly For Pole and Arm Combinations

SPECIFICATIONS

Prefix: AW
Source/Wattage: 250W High Pressure Sodium Mogul Base
Voltage: Multivolt 120,208,240 & 277V. Factory wired for 120V only. UL Only
Finish: Black
Optic: Symmetric, Type V Acrylic
Finial: Painted Cast Aluminum Standard (spike) Finial
Trim Finish: Black



Customer Approval:

Job Name: Product Basket

Client Name:

signature

date

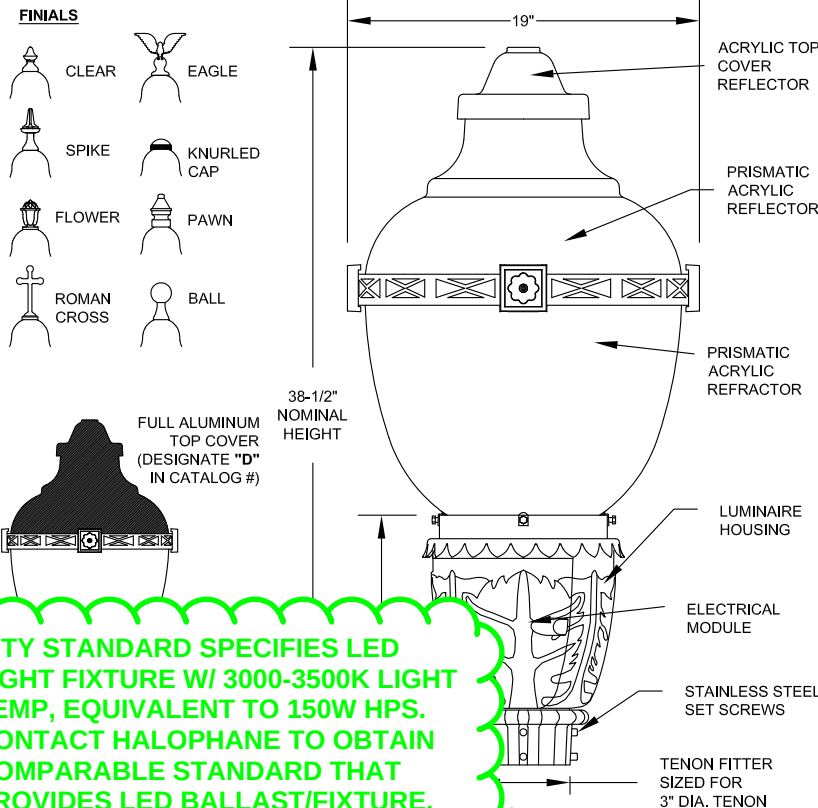
Created By: Timothy Head

Date: 29-Mar-17

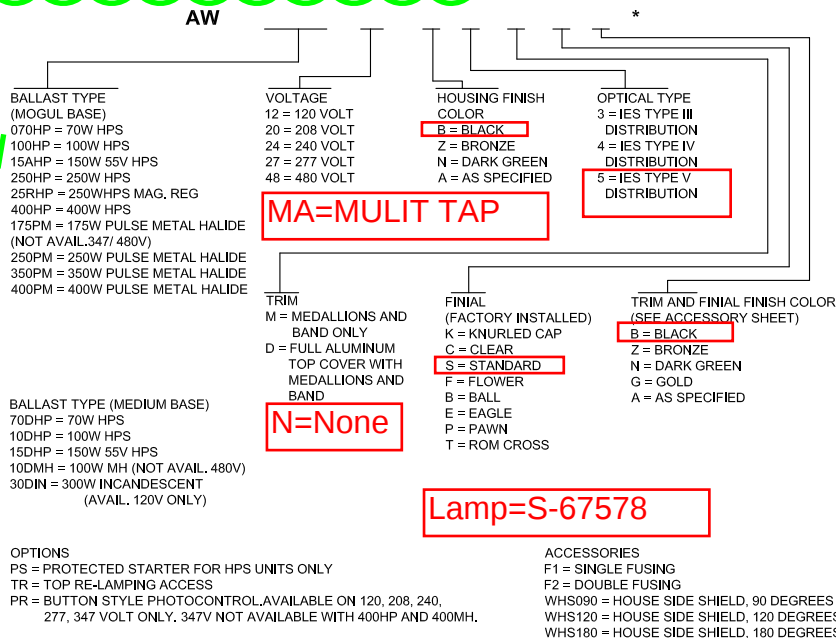
ACRYLIC WASHINGTON POSTLITE® LUMINAIRE WITH BAND & MEDALLIONS

MAXIMUM WEIGHT - 46 lbs.

MAXIMUM EFFECTIVE PROJECTED AREA - 2.26 sq. ft.



**CITY STANDARD SPECIFIES LED
LIGHT FIXTURE W/ 3000-3500K LIGHT
TEMP, EQUIVALENT TO 150W HPS.
CONTACT HALOPHANE TO OBTAIN
COMPARABLE STANDARD THAT
PROVIDES LED BALLAST/FIXTURE.**



Specifications

DESCRIPTION

The Acrylic Washington Postlite luminaire is styled to replicate the acorn luminaires that lighted streets in the first half of the 20th century. Designed for superior light control, ease of installation, and maintenance, the Acrylic Washington Postlite has a precision prismatic acrylic optical system for true street lighting performance as well as beauty.

OPTICAL ASSEMBLY

The optical assembly is a precisely molded prismatic acrylic reflector and refractor. The upper portion of this system incorporates a series of reflecting prisms that redirect over 50% of the upward light into the controlling refractor while allowing a soft uplight component to define the traditional acorn shape. A decorative aluminum top cover is available. The lower portion uses precisely molded refracting prisms to control the distribution of light to maximize utilization, uniformity, and luminaire spacing. Three unique optical assemblies are available, designed for IES type III, type IV, and type V distribution.

LUMINAIRE HOUSING

A decorative leaf style cast aluminum luminaire housing, cradles the optical assembly and provides an enclosure for the plug-in electrical module. The nickel plated lamp grip socket and the three station incoming line terminal block are prewired to a five conductor receptacle for ease in connecting the electrical module. A slipfitter will accept a 3 inch high by 2-7/8 inch to 3-1/8 inch O.D. pipe tenon.

ELECTRICAL MODULE / LUMINAIRE HOUSING DOOR

The decorative leaf style cast aluminum housing door contains the ballast components and is held in place by two captive 1/4-20 stainless steel screws. A matching six conductor plug connects to the receptacle in the luminaire housing to complete the wiring. The door has a hook which, when engaged over a retaining bar in the luminaire housing, allows both hands to be free while making or breaking connections.

BALLAST

(Refer to Ballast Data Sheet for specific operating characteristics)
 150 watt and below 120 volt High Pressure Sodium (HPS) ballasts are High Power Factor Reactor type. All other 150 watt and below are High Power Factor Autotransformer type. 250 and 400 watt HPS ballasts are Lead type. All Metal Halide (MH) ballasts are Peak Lead Autotransformer type. MH is compliant with DOE/EISA regulations starting February 10, 2017.

FINISH / MATERIAL

The luminaire is finished with polyester powder paint to insure maximum durability. All castings utilize alloy #356 aluminum for maximum corrosion resistance and all exposed hardware is stainless steel.

UL

The luminaire is UL listed as suitable for wet locations at a maximum of 40 degrees C ambient temperature.

ARCHITECTURAL OUTDOOR ORDER #:

TYPE:

DRAWING NO: US-3069

THIS DRAWING, WHEN APPROVED, SHALL BECOME THE COMPLETE SPECIFICATION FOR THE MATERIAL TO BE FURNISHED BY HOLOPHANE ON THE ORDER NOTED ABOVE. A UNIT OF SIMILAR DESIGN MAY BE SUPPLIED, BUT ONLY AFTER APPROVAL BY THE CUSTOMER IN WRITING. ON POLE ORDERS AN ANCHOR BOLT TEMPLATE PRINT WILL BE SUPPLIED WITH EACH ANCHOR BOLT ORDER TO MATCH THE POLE PROVIDED.

THIS PRINT IS THE PROPERTY OF HOLOPHANE AND IS LOANED SUBJECT TO RETURN UPON DEMAND AND UPON EXPRESS CONDITION THAT IT WILL NOT BE USED DIRECTLY OR INDIRECTLY IN ANY WAY DETRIMENTAL TO OUR INTERESTS, AND ONLY IN CONNECTION WITH MATERIAL FURNISHED BY HOLOPHANE.

HOLOPHANE®
 LEADER IN LIGHTING SOLUTIONS
 An Acuity Brands Company
 © 2009 Acuity Brands Lighting Inc., All Rights Reserved

SCALE: N/A
 DRAWN: RAF
 APP'D:
 DATE: 02/10/17

Specifications

POST DESCRIPTION

The lighting post shall be all aluminum, one-piece construction, with a classically curved base design. The shaft shall be $\varnothing 4"$ smooth. The pole shall be provided with (1) GFI receptacle with wet location while closed cover, (2) 24" bolt-on breakaway banner arms and (2) flag-pole holders (2@180°).

MATERIALS

The base shall be heavy wall, cast aluminum produced from certified ASTM 356.1 ingot per ASTM B-179-95a or ASTM B26-95. The shaft shall be extruded from aluminum, ASTM 6061 alloy. All hardware shall be stainless steel. Anchor bolts to be completely hot dip galvanized.

CONSTRUCTION

The shaft shall be double welded to the base casting and shipped as one piece for maximum structural integrity. The shaft shall be circumferentially welded inside the base casting at the top of the access door, and externally where the shaft exits the base. All welding shall be per ANSI/AWS D1.2-90.

DIMENSIONS

The post shall be 14'-0" in height with a 18" hexagonal base. The shaft diameter shall be 5". At the top of the post, a $\varnothing 3"$ X 3" tall tenon with a transitional donut shall be provided for luminaire mounting.

INSTALLATION

The post shall be provided with four, hot dip galvanized L-type anchor bolts to be installed on an 9" diameter bolt circle. A door shall be provided in the base for anchorage and wiring access. A grounding screw shall be provided inside the base opposite the door.

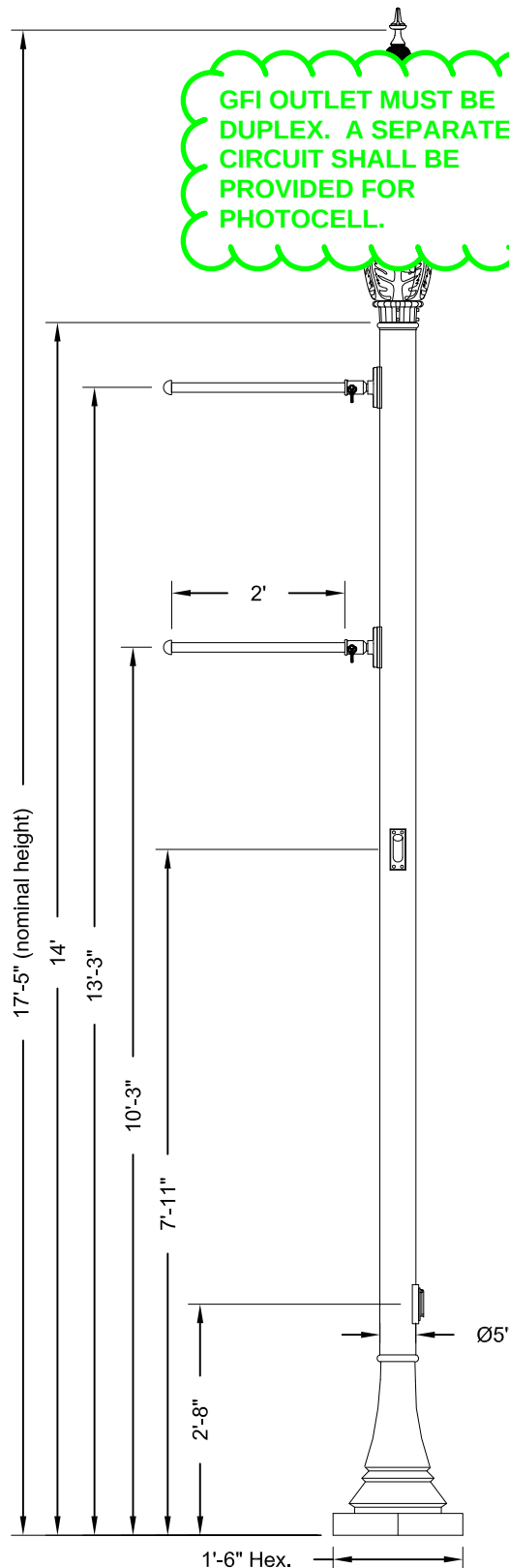
FINISH

The assembly shall have a standard Holophane black finish.

LUMINAIRE DESCRIPTION

AW 250HP MA B 5 N S B S-67578

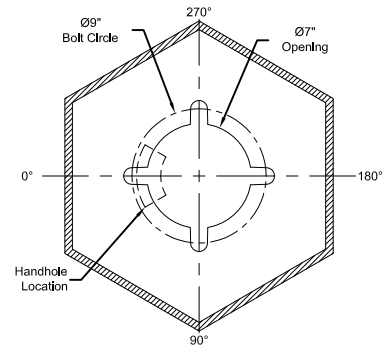
GFI OUTLET MUST BE DUPLEX. A SEPARATE CIRCUIT SHALL BE PROVIDED FOR PHOTOCELL.



Accessory Mounting Detail

	Orientation	Height
RECEPTACLE		
BANNER ARMS		
FLAG-POLE HOLDERS		

Anchorage Detail



DO NOT USE TO SET ANCHOR BOLTS
CONTACT CUSTOMER SERVICE FOR TEMPLATE

Catalog #'s:

RFD176985

Pole: PSA14S5J18P07BK-PROV

Anchor Bolts: AB-31-4

Banner Arms: (2)BB24BOH4BK

Flagpole Holder: 2FPH1BOBK

Receptacle: FG_SBKH

****CUSTOMER: PLEASE VERIFY PLACEMENT OF ACCESSORIES IN THE "ACCESSORY MOUNTING DETAIL" TABLE - INFORMATION NECESSARY FOR ENSURING ORDER IS PLACED AS NEEDED.****

Customer Signature

Date



First United Methodist LED

Post Top Parking, Texas

ORDER #: 2354-14-10125-2	TYPE:	DRAWING #:
REVISION:	REVISION DATE:	TSG 008653
DRAWN: MAB	ORIGIN DATE: 10/22/15	PAGE: 1 of 1

THIS DRAWING, WHEN APPROVED, SHALL BECOME THE COMPLETE SPECIFICATION FOR THE MATERIAL TO BE FURNISHED BY HOLOPHANE ON THE ORDER NOTED ABOVE. A UNIT OF SIMILAR DESIGN MAY BE SUPPLIED, BUT ONLY AFTER APPROVAL BY THE CUSTOMER IN WRITING. ON POLE ORDERS AN ANCHOR BOLT TEMPLATE PRINT WILL BE SUPPLIED WITH EACH ANCHOR BOLT ORDER TO MATCH THE POLE PROVIDED. THIS PRINT IS THE PROPERTY OF HOLOPHANE AND IS LOANED SUBJECT TO RETURN UPON DEMAND AND UPON EXPRESS CONDITION THAT IT WILL NOT BE USED DIRECTLY OR INDIRECTLY IN ANY WAY DETRIMENTAL TO OUR INTERESTS, AND ONLY IN CONNECTION WITH MATERIAL FURNISHED BY HOLOPHANE.

Bollard R-7835

General Description:

The R-7835 Decorative Bollard offers a clean, simple design suitable for any location. Made from resilient carbon steel, its wide body suits larger pipe reinforcement (up to 8-5/8" diameter) for better impact protection. Bollard surfaces are protected by a durable powder coating, available in 6 standard colors, to prevent wear and corrosion. Use as fixed, stand-alone bollards or cover impact-resistant security posts. Removable mountings are available.

Specifications:

Height: 35"
Base Diameter: 9 1/2"
Weight: 80 lbs (Bollard Only)
Material: Steel Body with Ductile Iron Cap
Max. Interior Security Post Size:
8 5/8" x 31" (Diameter x Height)

Finish Options:

⊙ Polyester Powdercoated

See Reliance Foundry's standard color options at:
www.reliance-foundry.com/bollard/colors-bollards

Installation Options:

- Fixed - Anchor Casting in New Concrete (see sheet 2 of 12)
- Fixed - Concrete Insert Anchor in Existing Concrete (see sheet 3 of 12)
- Fixed - Adhesive Anchor in Existing Concrete (see sheet 4 of 12)
- Fixed - Anchor Casting with Concrete Form (see sheet 5 of 12)
- Post Cover - New Post in New Concrete (see sheet 6 of 12)
- Post Cover - New Post in Existing Concrete (see sheet 7 of 12)
- Post Cover - Existing Post with Adhesive Anchor (see sheet 8 of 12)
- Post Cover - Existing Post with Concrete Anchor (see sheet 9 of 12)
- Removable - Anchor Casting in New Concrete (see sheet 10 of 12)
- Removable - Concrete Insert Anchor in Existing Concrete (see sheet 11 of 12)
- Removable - Premium Retractable in New Concrete (see sheet 12 of 12)

For more information on bollard post installation, please visit:
www.reliance-foundry.com/bollard/installation-bollards

Care and Maintenance:

Reliance's line of bollards are finished with a long-lasting powder-coating. Proper care and maintenance are required. Regularly-performed inspections and routine cleaning will ensure that a bollard retains its aesthetic appeal and does not become damaged by the elements.

See Reliance Foundry's maintenance guide at:
www.reliance-foundry.com/bollard/maintenance-bollards

RELIANCE FOUNDRY
— SINCE 1925 —

Unit 207, 6450 - 148 Street, Surrey, BC V3S 7G7, Canada
1-877-789-3245 info@reliance-foundry.com
www.reliance-foundry.com

TITLE

Bollard R-7835

SIZE

C

DWG NO

R7835

REV

C4

NOT TO SCALE

SHEET 1 OF 12

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Optional Accessories:

- Chain Eye
- Quick link
- Chain (5/16")
- Padlock, Brass (1 3/4")
- Padlock, Stainless Steel (2")

See Reliance Foundry's optional accessories at:
www.reliance-foundry.com/bollard/accessories-bollards

Ø10 5/8

Ø9 1/2

32 1/2

35

Installation Sample
with 5/16" Chain Accessories

Bollard Chain Eye 3/8"
(Powder Coated)

Quick Link Connector 5/16"
(Powder Coated)

Bollard Chain 5/16"
(Powder Coated)

Bollard R-7835

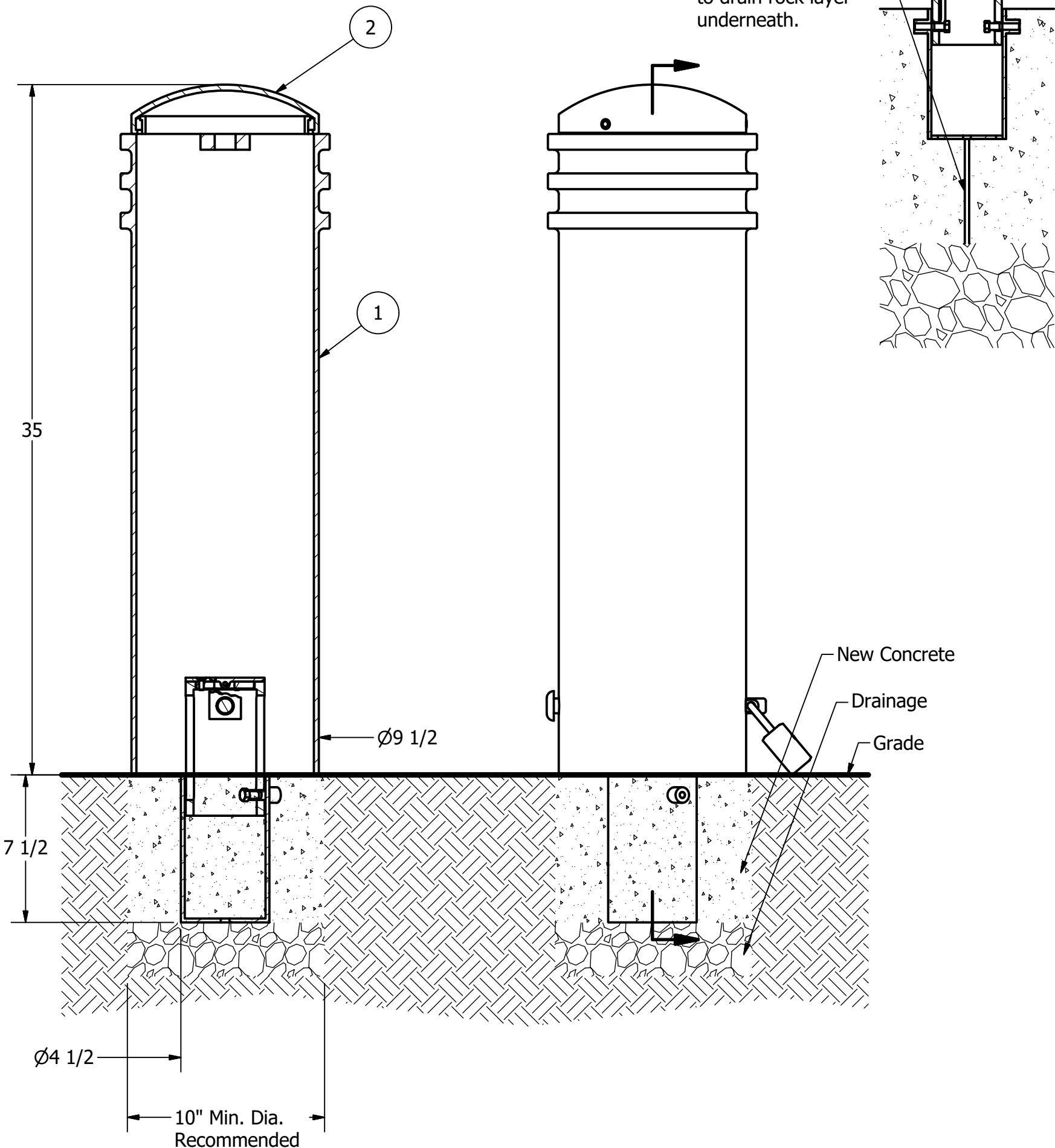
D

C

B

A

* If local frost line exceeds 7-1/2" deep, provide adequate drainage by piping through concrete, connect to drain rock layer underneath.



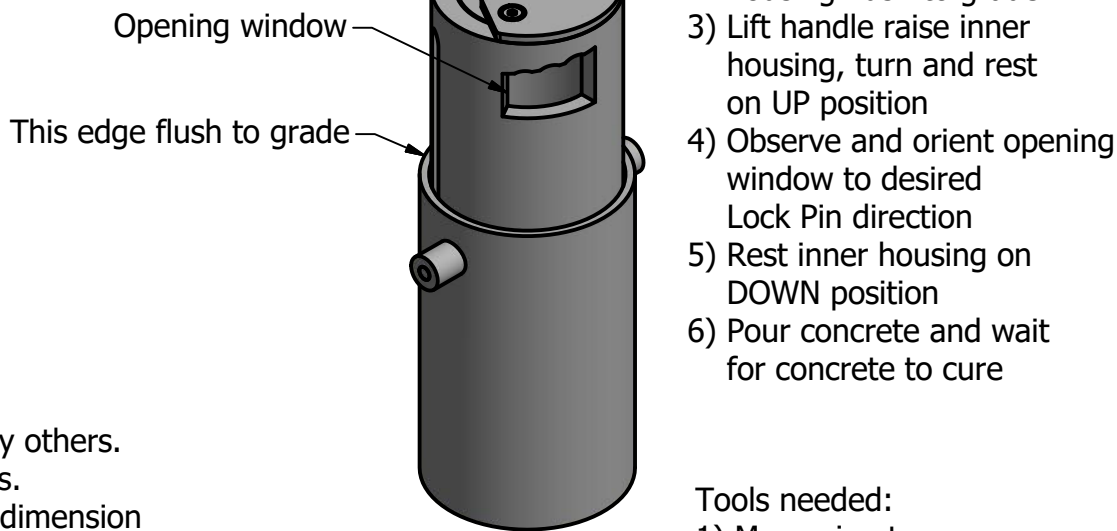
Notes:

- 1) Bollard post is provided as shown. Concrete, foundation and/or installation ordered separately or provided by others.
- 2) Minimum foundation sizes depend on local soil conditions, weather conditions, and engineering requirements.
- 3) Dimensions provided herein is for reference only. Please consult Reliance Foundry sales professionals if any dimension is critical to your particular installation.
- 4) Reliance Foundry reserves the right to amend design and specifications without prior notice for product improvement.

PARTS LIST

ITEM	QTY	PART NUMBER	DESCRIPTION	MATERIAL	WEIGHT
1	1	R7835B	R7835 Base	Steel Powder Coated	71 lbs
2	1	R7835C	R7835 Cap	Ductile Iron Powder Coated	9 lbs
3	1	R7000	R7000 Retractable Removable Mount	Steel Hot Dip Galvanized	15 1/8 lbs
4	3	Hexagon Socket Set Screw 3/8" x 3/8"	Hexagon Socket Set Screw 3/8" x 3/8" - requires 3/16" hex key	Stainless Steel	
5	3	Polyethylene Plug 3/8"	Polyethylene Plug 3/8"	LDPE Black	
6	1	R7500 Lock Pin 3/4" x 10 3/4"	R7500 Lock Pin 3/4" x 10 3/4"	Steel Powder Coated	1 1/2 lbs
7	1	Padlock (Optional)	Optional Padlock (Brass or Stainless Steel)	Choice of Brass or Stainless Steel	5/8 lbs

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Tools needed:
1) Measuring tape
2) 3/16" hex key

General Description:

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Max. Interior Security Post Size:
8 5/8" x 31" (Diameter x Height)

Finish Options:

⊙ Polyester Powdercoated

See Reliance Foundry's standard color options at:
www.reliance-foundry.com/bollard/colors-bollards

Installation Options:

- Fixed - Anchor Casting in New Concrete (see sheet 2 of 12)
- Fixed - Concrete Insert Anchor in Existing Concrete (see sheet 3 of 12)
- Fixed - Adhesive Anchor in Existing Concrete (see sheet 4 of 12)
- Fixed - Anchor Casting with Concrete Form (see sheet 5 of 12)
- Post Cover - New Post in New Concrete (see sheet 6 of 12)
- Post Cover - New Post in Existing Concrete (see sheet 7 of 12)
- Post Cover - Existing Post with Adhesive Anchor (see sheet 8 of 12)
- Post Cover - Existing Post with Concrete Anchor (see sheet 9 of 12)
- Removable - Anchor Casting in New Concrete (see sheet 10 of 12)
- Removable - Concrete Insert Anchor in Existing Concrete (see sheet 11 of 12)
- ⊙ Removable - Premium Retractable in New Concrete (see sheet 12 of 12)

For more information on bollard post installation, please visit:
www.reliance-foundry.com/bollard/installation-bollards

Care and Maintenance:

Reliance's line of bollards are finished with a long-lasting powder-coating. Proper care and maintenance are required. Regularly-performed inspections and routine cleaning will ensure that a bollard retains its aesthetic appeal and does not become damaged by the elements.

See Reliance Foundry's maintenance guide at:
www.reliance-foundry.com/bollard/maintenance-bollards

RELIANCE FOUNDRY
— SINCE 1925 —

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www.reliance-foundry.com

TITLE

Bollard R-7835

SIZE

C

DWG NO

R7835

REV

C4

NOT TO SCALE

SHEET 12 OF 12

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