

FILED FOR RECORD:
DULY RECORDED:
INSTRUMENT NO.

4-9
4-10

19 84 at 10:30 o'clock A M
19 84 at 9:00 o'clock A M
GRACE BOSTICK, TYLER CO. CLK.
BY: Jean Phillips Deputy
JEAN PHILLIPS

TYLER COUNTY COMMISSIONER'S COURT
SPECIAL MEETING
MARCH 30, 1984----10:00 A. M.

VOL 009 PAGE 66

A Special Meeting of the Commissioner's Court met on Friday, March 30, 1984, at 10:00 A. M. All members being present except Commissioner Kenneth Lowe. The meeting was opened with prayer by Commissioner James R. Jordan.

A motion was made by Commissioner Jordan and seconded by Commissioner Mahan to accept the bid from Knapp Ford Sales, Inc., Woodville, Texas, for a new truck to be used by Pct. #4; The new truck to be paid for by Pct. #4 Funds. Cost of the new truck with hydraulic brakes will be \$14,899.00, with Gallion bed adding an extra \$3,608.87, amounting to a total of \$18,507.87. All voted yes and none no. See Attached.

A motion was made by Commissioner Riley and seconded by Commissioner Mahan to approve advertising for bids by Everett Griffith, Jr. and Associates, Inc., Lufkin, Texas, for Street and Bridge Improvements in the Warren, Texas area, bids received to be opened April 30, 1984, at 2:30 P.M., per Daylight Savings Time. All voted yes and none no. See Attached.

A motion was made by Commissioner Jordan and seconded by Commissioner Riley to approve funds for Roy Drake, Justice of the Peace #4, to attend the J.P. Training Course to be held in Huntsville, Texas, April 10th thru 13th, 1984. All voted yes and none no.

A motion was made by Commissioner Mahan and seconded by Commissioner Riley to approve the soliciting of bids for a new cash register for the Tyler County Tax Office, as requested by Barbara Tolbert, Tax Assessor-Collector, with bids received to be opened on Monday, April 9, 1984, at 10:00 A. M. The bids should state amount of bid with or without a trade-in. All voted yes and none no.

A motion was made by Commissioner Riley and seconded by Commissioner Jordan to approve advertising for bids, by the Sheriff's Department, for two (2) vehicles, listed below: Bids to be opened Monday, April 30, 1984, 2:30 P.M.

1971 Datsun Pickup---Confiscated Property
1880 Ford, 4Dr. Sedan---Sheriff's Dept.

All voted yes and none no. See Attached.

A motion was made by Commissioner Riley and seconded by Commissioner Mahan to appoint Mrs. Monica Cook, ~~en~~, Texas, to the Tyler County Hospital Board, to finish the unexpired term of Johnny Harris, who died recently. All voted yes and none no.

A motion was made by Commissioner Riley and seconded by Commissioner Mahan to approve the amended contract between Chem-Air and Tyler County Airport; contract to cover the period from January 1, 1984 through June 30, 1984, with Chem-Air to pay only \$300.00 for one half year instead of the amount of \$600.00, usual fee for one year. Chem-Air will remove their equipment to another location after June, 1984. All voted yes and none no. See Attached.

There being no further business, the meeting adjourned.

SIGNED: Allen Sturrock Allen Sturrock, County Judge
Maxie L. Riley Maxie L. Riley, Comm. Pct. #1
H. K. Lowe H. K. Lowe, Comm. Pct. #2
Jerry Mahan Jerry Mahan, Comm. Pct. #3
James R. Jordan James R. Jordan, Comm. Pct. #4
ATTEST: Grace Bostick Grace Bostick, County Clerk

NOTICE OF TIME AND PLACE OF MEETING

COMMISSIONERS COURT
TYLER COUNTY, TEXAS

THIS NOTICE POSTED IN ACCORDANCE WITH V. A. T. S. - ART. 6252-17

NOTICE is hereby given that Commissioners Court will hold it's
Special meeting on FRIDAY, MARCH 30 1984 at 10:00 A.M.
in the Commissioners Courtroom, First Floor, Tyler County Courthouse.

A G E N D A

1. ACCEPT A BID ON TRUCK FOR PRECINCT IV.
2. REVIEW PLANS AND SPECIFICATIONS AND AUTHORIZE ADVERTISEMENT FOR BIDS ON COMMUNITY BLOCK GRANT.
3. APPROVE FUNDS FOR ROY DRAKE TO ATTEND J.P. TRAINING COURSE ON APRIL 10 to 13 IN HUNTSVILLE, TEXAS
4. GO OUT FOR BIDS ON CASH REGISTER FOR COUNTY TAX OFFICE.
5. GO OUT FOR BIDS ON SALE OF ONE CAR FROM SHERIFFS OFFICE AND ONE CONFISCATED CAR.
6. APPOINT HOSPITAL BOARD MEMBER FOR UNEXPIRED TERM.
7. APPROVE AMENDED AIRPORT CONTRACT WITH CHEM-AIR.



Allen Sturrock, County Judge
Tyler County, Texas

NO. _____ TIME: 10:00 AM

MAR 27 1984

GRACE BOSTICK, COUNTY CLERK
TYLER COUNTY, TEXAS

BY: Grace Bostick



KNAPP FORD SALES, Inc.

104 Pine Street

Telephone 713/ 283-2526 or 283-2515

WOODVILLE, TEXAS 75979

3-12-1984

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VOL 009 PAGE 41

Tyler County Commissioner's Court
Tyler County Court House
Woodville, Texas 75979

Subject: Bid Three (3) 1984 F700 Trucks for PCTS #I, #II & #IV
per specifications of Tyler County. (Attached)

Knapp Ford is pleased to offer the following bids on the attached
described trucks.

1984 F700 to Tyler County Specifications With Hydraulic Brakes	\$14,899.00 Ea.	①
1984 F700 to Tyler County Specifications with Air Brakes	\$16,053.37 Ea.	②

Subject: Bid on Dump Beds meeting Specifications of Tyler County.

Two (2) Makes of Beds are available for the same cost. Both are 10' Beds.

- (1). GALLION Bed (See enclosed brochures)
- (2). HEIL Brand Name Bed

Bed installed on the above described trucks

\$3,608.87 Ea.

Respectfully submitted,

Thomas C. Knapp
 Thomas C. Knapp,
 President

↑
↑
H Bed
Knapp
Accepted

NOTICE TO BIDDERS

Sealed bids addressed to the County of Tyler, for the following:

1971 Datsun Pickup

1980 Ford 4 Door Sedan

Vehicles may be viewed on Courthouse Lawn

Will be received in the Office of the County Clerk, County of Tyler, Texas, Courthouse, Woodville, Texas, until 2:30 ~~am~~/pm, on Monday, 30th day of April, 19 84 at which time and place all bids received shall be opened and read.

Further information and details are available in the office of the County Clerk, County of Tyler, Texas. The County of Tyler reserves the right to reject any or all bids and to waive informalities.

GRACE BOSTICK
County Clerk
Tyler County, Texas



*Now
Approved
For P.D.S.
[Signature]*

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SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

STREET AND BRIDGE IMPROVEMENTS
TDCO CONTRACT NO. 00061017083

APRIL 1984

OWNER:

COUNTY OF TYLER, TEXAS
100 COURTHOUSE
WOODVILLE, TEXAS 75979

PREPARED BY:

EVERETT GRIFFITH, JR. AND ASSOCIATES, INC.
ENGINEERING AND SURVEYING
408 NORTH THIRD STREET
LUFKIN, TEXAS 75901

EGA Job No. 40012.00

3/30/84

SPECIFICATIONS AND CONTRACT DOCUMENTS

VOL 009 THREE 70

FOR

STREET AND BRIDGE IMPROVEMENTS
TDCA CONTRACT NO. 00061017083

APRIL 1984

OWNER:

COUNTY OF TYLER, TEXAS
100 COURTHOUSE
WOODVILLE, TEXAS 75979

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TYLER COUNTY, TEXAS
STREET AND BRIDGE IMPROVEMENTS
Section 00150
ADVERTISEMENT FOR BIDS

COUNTY OF TYLER, TEXAS
100 COURTHOUSE
WOODVILLE, TEXAS 75979

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Separate sealed BIDS for the construction of Street and Bridge Improvements will be received at the office of Allen Sturrock, County Judge, 100 Courthouse, Woodville, Texas 75979 until 2:30 p.m. DST, April 30, 1984 and then at said office publicly opened and read aloud.

The CONTRACT DOCUMENTS consisting of Advertisement for Bids, Information for Bidders, Bid, Standard Form of Agreement, Performance Bond, Payment Bond, General Conditions of Agreement, Technical Provisions, Addenda, and Drawings may be examined at the following locations:

Tyler County Judge
100 Courthouse
Woodville, Texas 75979

Everett Griffith, Jr. & Associates, Inc.
408 North Third Street
P.O. Box 1746
Lufkin, Texas 75901

The Owner reserves the right to waive any informalities or to reject any or all bids.

Copies of the PLANS AND CONTRACT DOCUMENTS may be obtained at the office of Everett Griffith, Jr. & Associates, Inc., located at 408 North Third Street, P.O. Box 1746, Lufkin, Texas 75901, upon payment of \$70.00 for each set.

Any Bidder, upon returning the PLANS AND CONTRACT DOCUMENTS in good condition within ten (10) days after the Bid opening, will be refunded \$70.00.

Any Non-Bidder, upon returning the PLANS AND CONTRACT DOCUMENTS in good condition within ten (10) days after the Bid opening, will be refunded \$35.00.

Each Bidder must deposit with his Bid, a Bidder's Bond or Certified Check in the amount of five (5) percent of the highest amount Bid. All will be refunded if the successful Bidder enters contract as specified.

No Bidder may withdraw his Bid within thirty (30) days after the actual date of the opening thereof.

Date

EGA 3-82

ADVERTISEMENT FOR BIDS
00150-1

INFORMATION FOR BIDDERS

VII 009 MAY 73

1. Receipt and Opening of Bids

The County of Tyler, Texas (herein called the "Owner"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the office of County Judge, Woodville, Texas until 2:30 o'clock ~~XX~~/p.m., DST/ ~~XXXX~~, April 30, 198 4, and then at said office publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to Allen Sturrock, County Judge at 100 Courthouse, Woodville, Texas 75979 and designated as bid for Street and Bridge Improvements

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 30 days after the actual date of the opening thereof.

2. Preparation of Bid: Each bid must be submitted on the prescribed form and accompanied by Certification of Bidder Regarding Equal Employment Opportunity, Form 950.1, Certification by Bidder (Contractor) concerning Labor Standards and Prevailing Wage Requirements, Form 1421, and Certification of Bidder regarding Section 3 and Segregated Facilities. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and the foregoing Certifications must be fully completed and executed when submitted.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his/her address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form.

3. Subcontracts: The bidder is specifically advised that any person, for, or other party to whom it is proposed to award a subcontract under this contract:

- a. Must be acceptable to the owner after verification by the HUD Area Office of the current eligibility status; and
- b. Must submit Form 950.2, Certification by Proposed Subcontractor Regarding Equal Employment Opportunity, Certification by Proposed Subcontractor Concerning Labor Standards and Prevailing Wage Requirements, Form 1422, and Certification of Proposed Subcontractor Regarding Section 3 and Segregated Facilities. Approval of the proposed subcontract award cannot be given by the Owner unless and until the proposed subcontractor has submitted the Certifications and/or other evidence showing that it has fully complied with any reporting requirements to which it is or was subject.

Although the bidder is not required to attach such Certifications by proposed subcontractors to his/her bid, the bidder is here advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

4. Telegraphic Modification: Any bidder may modify his/her bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Owner prior to the closing time, and, provided further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.
5. Method of Bidding: The Owner invites the following bid(s):

Lump sum bids based upon individual unit prices for all items indicated in the contract documents with additive alternates given as shown on the bid form.
6. Qualifications of Bidder: The Owner may make such investigations as s/he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.
7. Bid Security: Each bid must be accompanied by cash, certified check of the bidder, or a bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 5% of the bid. Such cash, checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining cash, checks or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or, if no award has been made within 30 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as s/he has not been notified of the acceptance of his/her bid.
8. Liquidated Damages for Failure to Enter into Contract: The successful bidder, upon his/her failure or refusal to execute and deliver the contract and bonds required within 10 days after s/he has received notice

of the acceptance of his/her bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his/her bid.

9. Time of Completion and Liquidated Damages: Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within 120 consecutive calendar days thereafter. Bidder must agree also to pay as liquidated damages, the sum of \$ 300 for each consecutive calendar day thereafter, as hereinafter provided in the General Conditions.
10. Conditions of Work: Each bidder must inform him/herself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his/her obligation to furnish all material and labor necessary to carry out the provisions of his/her contract. Insofar as possible the contractor, in carrying out the work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.
11. Addenda and Interpretations: No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.
- Every request for such interpretation should be in writing addressed to
 Everett Griffith, Jr. & Associates, Inc.
 Jerry M. Clark, Project Manager at 408 North Third St., Lufkin, Texas 75901
 and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), not later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his/her bid as submitted. All addenda so issued shall become part of the contract documents.
12. Security for Faithful Performance: Simultaneously with his/her delivery of the executed contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner.
13. Power of Attorney: Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

14. Notice of Special Conditions: Attention is particularly called to those parts of the contract documents and specifications which deal with the following:
- a. Inspection and testing of materials.
 - b. Insurance requirements.
 - c. Wage rates.
 - d. Stated allowances.
15. Laws and Regulations: The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.
16. Method of Award - Lowest Qualified Bidder: If at the time this contract is to be awarded, the lowest base bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the Owner as available to finance the contract, the contract will be awarded on the base bid only. If such bid exceeds such amount, the Owner may reject all bids or may award the contract on the base bid combined with such deductible alternates applied in numerical order in which they are listed in the Form of Bid, as produces a net amount which is within the available funds.
17. Obligation of Bidder: At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his/her bid.
18. Safety Standards and Accident Prevention: With respect to all work performed under this contract, the contractor shall:
- a. Comply with the safety standards provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No. 75, Saturday, April 17, 1971.
 - b. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property..
 - c. Maintain at his/her office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall

make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees), who may be injured on the job site. In no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.

Contractor shall begin project construction not more than ten (10) days after the **Notice to Proceed**, unless Owner approves a waiver due to extenuating circumstances.

BID BOND

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

_____ as Principal, and

_____ as Surety, are hereby held

and firmly bound unto _____ The County of Tyler, Texas _____ as owner

in the penal sum of _____

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this _____ day of _____, 196__.

The condition of the above obligation is such that whereas the Principal has submitted to _____ The County of Tyler, Texas _____ a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the _____ Street and Bridge Improvements _____

NOW, THEREFOR,

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

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

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

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

Principal (L.S.)

Surety

SEAL

By: _____

TYLER COUNTY, TEXAS
STREET AND BRIDGE IMPROVEMENTS
Section 00210
BID FORM (UNIT PRICE)

Proposal of _____ (hereinafter called "BIDDER"), organized and existing under the laws of the State of _____ doing business as _____.* To the _____ County of Tyler, Texas (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of Streets and Bridge Improvements in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the price stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within 120 consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages the sum of \$300.00 for each consecutive calendar day thereafter as provided in Section 19 of the General Conditions.

* Insert "a corporation", "a partnership", or "an individual" as applicable.

BIDDER acknowledges receipt of the following ADDENDUM:

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices as shown on the Bid Schedule.

COUNTY OF TYLER, TEXAS
STREET AND BRIDGE IMPROVEMENTS
TDCA CONTRACT NO. 00061017083

BID SCHEDULE

TYLER COUNTY, TEXAS
 STREET AND BRIDGE IMPROVEMENTS
 Section 00250
BID SCHEDULE

BASE BID

ITEM NUMBER AND DESCRIPTION	QTY. EST. UNIT	UNIT PRICE IN WORDS AND FIGURES	AMOUNT BID (QTY. X PRICE)
1 Grade and Reshape Ditches	226 Sta.	@ _____ DOLLARS (\$ _____) PER UNIT	\$ _____
2 Scarify, Reshape and Recompact Existing Iron Ore Base	220 Sta.	@ _____ DOLLARS (\$ _____) PER UNIT	\$ _____
3 Furnish, Install and Compact Iron Ore Base	7,293 C.Y. (Truck Measure)	@ _____ DOLLARS (\$ _____) PER UNIT	\$ _____
4 Furnish, Install and Compact Select Fill	2,600 C.Y. (Truck Measure)	@ _____ DOLLARS (\$ _____) PER UNIT	\$ _____
5 Furnish and Install Prime coat MC-30 (0.30 gal./s.y.)	48,264 S.Y.	@ _____ DOLLARS (\$ _____) PER UNIT	\$ _____
6 Furnish and Install Asphalt for First Course of Surface Treatment (AC-10, 0.25 gal./s.y.)	50,813 S.Y.	@ _____ DOLLARS (\$ _____) PER UNIT	\$ _____
7 Furnish and Install Asphalt for Second Course of Surface Treatment (AC-10, 0.30 gal./s.y.)	43,890 S.Y.	@ _____ DOLLARS (\$ _____) PER UNIT	\$ _____

BASE BID

ITEM NUMBER AND DESCRIPTION	QTY. EST. UNIT	UNIT PRICE IN WORDS AND FIGURES	AMOUNT BID (QTY. X PRICE)
8 Furnish and Install Aggregate for First Course of Surface Treatment (Grade #5 @ 1 c.y./140 s.y.)	50,813 S.Y.	@ _____ DOLLARS (\$ _____) PER UNIT	\$ _____
9 Furnish and Install Aggregate for Second Course of Surface Treatment (Grade #4 @ 1 c.y./100 s.y.)	43,890 S.Y.	@ _____ DOLLARS (\$ _____) PER UNIT	\$ _____
10 Furnish and Install Hot Sand Base (1-1/2" Thick)	467 Tons	@ _____ DOLLARS (\$ _____) PER UNIT	\$ _____
11 Furnish and Install Tack Coat, RC-250 (0.25 gal./s.y.)	5,867 S.Y.	@ _____ DOLLARS (\$ _____) PER UNIT	\$ _____
12 Furnish and Install 15"Ø Galvanized Steel CMP Driveway Culvert	528 L.F.	@ _____ DOLLARS (\$ _____) PER UNIT	\$ _____
13 Furnish and Install 18"Ø Galvanized Steel CMP Driveway Culvert	270 L.F.	@ _____ DOLLARS (\$ _____) PER UNIT	\$ _____
14 Furnish and Install 24"Ø Galvanized Steel CMP Driveway Culvert	10 L.F.	@ _____ DOLLARS (\$ _____) PER UNIT	\$ _____

BASE BID

ITEM NUMBER AND DESCRIPTION	QTY. EST. UNIT	UNIT PRICE IN WORDS AND FIGURES	AMOUNT BID (QTY. X PRICE)
15 Furnish and Install 15"Ø Galvanized Steel CMP Roadway Drainage Culvert Extension	4 L.F.	@ _____ DOLLARS (\$ _____) PER UNIT	\$ _____
16 Furnish and Install 18"Ø Aluminum CMP Roadway Drainage Culvert	134 L.F.	@ _____ DOLLARS (\$ _____) PER UNIT	\$ _____
17 Furnish and Install 66"Ø Aluminum CMP Roadway Drainage Culvert	90 L.F.	@ _____ DOLLARS (\$ _____) PER UNIT	\$ _____
18 Furnish and Install Reinforced Concrete for Bridge Structure, Complete, as Shown in Construction Plans	130 C.Y.	@ _____ DOLLARS (\$ _____) PER UNIT	\$ _____
19 Furnish and Install Structural Aluminum Plate Arch Drainage Structure, Complete, as Shown in Construction Plans	1 L.S.	@ _____ DOLLARS (\$ _____) PER UNIT	\$ _____
20 Furnish and Install Flexible Beam Guardrails, Complete, as Shown on Plans	225 L.F.	@ _____ DOLLARS (\$ _____) PER UNIT	\$ _____
21 Structural Excavation	225 C.Y.	@ _____ DOLLARS (\$ _____) PER UNIT	\$ _____

BASE BID

ITEM NUMBER AND DESCRIPTION	QTY. EST. UNIT	UNIT PRICE IN WORDS AND FIGURES	AMOUNT BID (QTY. X PRICE)
22 Channel Excavation (As Noted in Construction Plans and/or as Directed by Owner)	600 C.Y.	@ _____ DOLLARS (\$ _____) PER UNIT	\$ _____
23 Seeding for Erosion Control	14.5 Ac.	@ _____ DOLLARS (\$ _____) PER UNIT	\$ _____
24 Trim Trees (As Noted in Construction Plans and/or as Directed by Owner)	10.5 Sta.	@ _____ DOLLARS (\$ _____) PER UNIT	\$ _____
25 Clean Out Existing Driveway and Roadway Culverts	36 EA.	@ _____ DOLLARS (\$ _____) PER UNIT	\$ _____
26 Clearing and Grubbing	1.5 Ac.	@ _____ DOLLARS (\$ _____) PER UNIT	\$ _____
27 Furnish and Install Delineators, Complete in Place	60 EA.	@ _____ DOLLARS (\$ _____) PER UNIT	\$ _____
28 Furnish and Install Traffic Signs, Complete, as Shown in Construction Plans		@ _____ DOLLARS (\$ _____) PER UNIT	\$ _____

BASE BID

ITFM NUMBER AND DESCRIPTION	QTY. EST. UNIT	UNIT PRICE IN WORDS AND FIGURES	AMOUNT BID (QTY. X PRICE)
29 Furnish and Install Poured in Place Concrete Rip-Rap for Bridge Structure, Complete, in Place, as Shown in Construction Plans	20 C.Y.	@ _____ DOLLARS (\$ _____) PER UNIT	\$ _____
30 Furnish and Install Pre-Packaged Concrete Rip-Rap for Bridge Structure, Complete, in Place, as Shown in Construction Plans	1,570 S.F.	@ _____ DOLLARS (\$ _____) PER UNIT	\$ _____

TOTAL AMOUNT OF BASE BID (Sum of Items 1 thru 29) _____
 DOLLARS (\$ _____)

TOTAL AMOUNT OF BASE BID (Sum of Items 1 thru 28 and Item 30) _____
 DOLLARS (\$ _____)

ADDITIVE ALTERNATE NO. 1 (ROAD NO. 5)

ITEM NUMBER AND DESCRIPTION	QTY. EST. UNIT	UNIT PRICE IN WORDS AND FIGURES	AMOUNT BID (QTY. X PRICE)
1 Grade and Reshape Ditches	64.3 Sta.	@ _____ DOLLARS (\$ _____) PER UNIT	\$ _____
2 Scarify, Reshape and Recompact Existing Iron Ore Base	64.3 Sta.	@ _____ DOLLARS (\$ _____) PER UNIT	\$ _____
3 Furnish, Install and Compact Iron Ore Base	2,689 C.Y. (Truck Measure)	@ _____ DOLLARS (\$ _____) PER UNIT	\$ _____
4 Furnish and Install Prime Coat MC-30 (0.30 gal./s.y.)	14,222 S.Y.	@ _____ DOLLARS (\$ _____) PER UNIT	\$ _____
5 Furnish and Install Asphalt for First Course or Surface Treatment (AC-10, 0.25 gal./s.y.)	14,222 S.Y.	@ _____ DOLLARS (\$ _____) PER UNIT	\$ _____
6 Furnish and Install Asphalt for Second Course of Surface Treatment (AC-10, 0.30 gal./s.y.)	14,222 S.Y.	_____ DOLLARS (\$ _____) PER UNIT	\$ _____
7 Furnish and Install Aggregate for First Course of Surface Treatment (Grade #5 @ 1 c.y./140 s.y.)	14,222 S.Y.	@ _____ DOLLARS (\$ _____) PER UNIT	\$ _____

ADDITIVE ALTERNATE NO. 1 (ROAD NO. 5)

ITEM NUMBER AND DESCRIPTION	QTY. EST. UNIT	UNIT PRICE IN WORDS AND FIGURES	AMOUNT BID (QTY. X PRICE)
8 Furnish and Install Aggregate for Second Course of Surface Treatment (Grade #4 @ 1 c.y./100 s.y.)	14,222 S.Y.	@ _____ DOLLARS (\$ _____) PER UNIT	\$ _____
9 Furnish and Install 15"Ø Galvanized Steel CMP Driveway Culverts	96 L.F.	@ _____ DOLLARS (\$ _____) PER UNIT	\$ _____
10 Furnish and Install 18"Ø Aluminum CMP Roadway Culvert	32 L.F.	@ _____ DOLLARS (\$ _____) PER UNIT	\$ _____
11 Furnish and Install Pre-Packaged Concrete Rip-Rap for Headwalls, Complete as Shown in Construction Plans	200 S.F.	@ _____ DOLLARS (\$ _____) PER UNIT	\$ _____
12 Clean Out Existing Driveway and Roadway Culverts	13 EA.	@ _____ DOLLARS (\$ _____) PER UNIT	\$ _____
13 Furnish and Install Delineators, Complete in Place	12 EA.	@ _____ DOLLARS (\$ _____) PER UNIT	\$ _____
14 Furnish and Install Traffic Signs, as Shown in Construction Plans	L.S.	@ _____ DOLLARS (\$ _____) PER UNIT	\$ _____
15 Seeding for Erosion Control	4.2 Ac.	@ _____ DOLLARS (\$ _____) PER UNIT	\$ _____

TOTAL AMOUNT OF ADDITIVE ALTERNATE NO. 1 BID (Sum of Items 1 thru 15) _____
 _____ DOLLARS (\$ _____)

ADDITIVE ALTERNATE NO. 2 (ROAD NO. 6)

ITEM NUMBER AND DESCRIPTION	QTY. EST. UNIT	UNIT PRICE IN WORDS AND FIGURES	AMOUNT BID (QTY. X PRICE)
1 Grade and Reshape Ditches	14.0 Sta.	@ _____ DOLLARS (\$ _____) PER UNIT	\$ _____
2 Scarify, Reshape and Recompact Existing Iron Ore Base	14.0 Sta.	@ _____ DOLLARS (\$ _____) PER UNIT	\$ _____
3 Furnish, Install and Compact Iron Ore Base	259 C.Y. (Truck Measure)	@ _____ DOLLARS (\$ _____) PER UNIT	\$ _____
4 Furnish and Install Prime Coat MC-30 (0.30 gal./s.y.)	3,111 S.Y.	@ _____ DOLLARS (\$ _____) PER UNIT	\$ _____
5 Furnish and Install Asphalt for First Course of Surface Treatment (AC-10, 0.25 gal./s.y.)	3,111 S.Y.	@ _____ DOLLARS (\$ _____) PER UNIT	\$ _____
6 Furnish and Install Asphalt for Second Course of Surface Treatment (AC-10, 0.30 gal./s.y.)	3,111 S.Y.	_____ DOLLARS (\$ _____) PER UNIT	\$ _____
7 Furnish and Install Aggregate for First Course of Surface Treatment (Grade #5 @ 1 c.y./140 s.y.)	3,111 S.Y.	@ _____ DOLLARS (\$ _____) PER UNIT	\$ _____

ADDITIVE ALTERNATE NO. 2 (ROAD NO. 6)

ITEM NUMBER AND DESCRIPTION	QTY. EST. UNIT	UNIT PRICE IN WORDS AND FIGURES	AMOUNT BID (QTY. X PRICE)
8 Furnish and Install Aggregate for Second Course of Surface Treatment (Grade #4 @ 1 c.y./100 s.y.)	3,111 S.Y.	@ _____ DOLLARS (\$ _____) PER UNIT	\$ _____
9 Furnish and Install Pre-Packaged Concrete Rip-Rap for Headwalls, Complete as Shown in Construction Plans	1,042 S.F.	@ _____ DOLLARS (\$ _____) PER UNIT	\$ _____
10 Trim Trees (As Noted in Construction Plans and/or as Directed by Owner)	3 Sta.	@ _____ DOLLARS (\$ _____) PER UNIT	\$ _____
11 Clean Out Existing Driveway and Roadway Culverts	6 EA.	@ _____ DOLLARS (\$ _____) PER UNIT	\$ _____
12 Furnish and Install Delineators, Complete in Place	6 EA.	@ _____ DOLLARS (\$ _____) PER UNIT	\$ _____
13 Furnish and Install Traffic Signs, Complete, as Shown in Construction Plans	L.S.	@ _____ DOLLARS (\$ _____) PER UNIT	\$ _____
14 Seeding for Erosion Control	1 Ac.	@ _____ DOLLARS (\$ _____) PER UNIT	\$ _____

TOTAL AMOUNT OF ADDITIVE ALTERNATE NO. 2 BID (Sum of Items 1 thru 14) _____
DOLLARS (\$ _____)

TYLER COUNTY, TEXAS
STREET AND BRIDGE IMPROVEMENTS
Section 00260
BID SUMMARY

TOTAL AMOUNT OF BASE BID (Items 1 thru 29) (words) _____

_____ DOLLARS AND _____ CENTS

(\$ _____)
(figures)

TOTAL AMOUNT OF BASE BID (Items 1 thru 28 and Item 30) (words) _____

_____ DOLLARS AND _____ CENTS

(\$ _____)
(figures)

TOTAL AMOUNT OF ADDITIVE ALTERNATE NO. 1 BID (words) _____

_____ DOLLARS AND _____ CENTS

(\$ _____)
(figures)

TOTAL AMOUNT OF ADDITIVE ALTERNATE NO. 2 BID (words) _____

_____ DOLLARS AND _____ CENTS

(\$ _____)
(figures)

BIDDER: _____

BY: _____ TITLE: _____
(printed or typed)

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE NUMBER: _____ AREA CODE: _____

SIGNATURES

DATE: _____

DATE: _____

BIDDER: _____

ATTEST: _____

LICENSE NO: _____

Secretary

Date

List Subcontractors:

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F. R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

NAME AND ADDRESS OF BIDDER (include ZIP Code)

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

Yes No

2. Compliance reports were required to be filed in connection with such contract or subcontract.

Yes No

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.

Yes No None Required

4. 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

CERTIFICATION OF BIDDER REGARDING SECTION 3
AND SEGREGATED FACILITIES

Name of Prime Contractor

Project Name & Number

The undersigned hereby certifies that

- (a) Section 3 provisions are included in the Contract
- (b) A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$10,000).
- (c) No segregated facilities will be maintained.

Name

Name & Title of Signer (Print or Type)

Signature

Date

CONTRACTOR

Section 3 Plan Format

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

- A. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the city the necessary number of lower income residents through: Local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Home-town Plan, or the U.S. Employment Service.
- C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- *D. To insert this Section 3 plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- *E. To insure that subcontracts which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.
- F. To formally contact unions, subcontractors, and trade associations to secure their cooperation for this program.
- G. To insure that all appropriate project area business concerns are notified of pending subcontractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 plan.

* Loans, grants, contracts, and subsidies for less than \$10,000 will be exempt.

J. To list on Table A, information related to subcontracts to be awarded.

K. To list on Table B, all projected workforce needs for all phases of this project by occupation, trade, skill level, and number of positions.

As officers and representatives of _____,
(Name of Contractor)

We the undersigned have read and fully agree to this Affirmative Action Plan, and become a party to the full implementation of this program.

Signature

Title

Date

Signature

Title

Date

TABLE A

PROPOSED SUBCONTRACTS BREAKDOWN

FOR THE PERIOD COVERING _____ 19__ through _____ 19__

(Duration of the CDBG-Assisted Project)

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
TYPE OF CONTRACT (BUSINESS OR PRO- FESSION)	TOTAL NUMBER OF CONTRACTS	TOTAL APPROXIMATE DOLLAR AMOUNT	ESTIMATED NUMBER OF CONTRACTS TO PROJECT AREA BUSINESSES*	ESTIMATED DOLLAR AMOUNT TO PROJECT AREA BUSINESSES*

* The Project Area is coextensive with the City of _____'s boundaries.

Company

Project Name

Project Number

Project Officer (Signature)

Date

ESTIMATED PROJECT WORKFORCE BREAKDOWN

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
JOB CATEGORY	TOTAL ESTIMATE POSITIONS	NO POSITIONS CURRENTLY OCCUPIED BY PERMANENT EMPLOYEES	NO. POSITIONS NOT CURRENTLY OCCUPIED	NO. POSITIONS TO BE FILLED WITH L.I.P.A.
OFFICERS/SUPERVISORS				
PROFESSIONALS				
TECHNICIANS				
HOUSING SALES/RENTAL/MANAGEMENT				
OFFICE CLERICAL				
SERVICE WORKERS				
OTHERS				
TRADE:				
JOURNEYMEN				
HELPERS				
APPRENTICES				
MAXIMUM NO. TRAINEES				
OTHERS				
TRADE:				
JOURNEYMEN				
HELPERS				
APPRENTICES				
MAXIMUM NO. TRAINEES				
OTHERS				
TRADE:				
JOURNEYMEN				
HELPERS				
APPRENTICES				
MAXIMUM NO. TRAINEES				
OTHERS				
TOTAL				

*Lower Income Project Area residents. Individuals residing within the City of _____ whose family income does not exceed 80% of the median income in the State.

COMPANY

**CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

NAME OF PRIME CONTRACTOR

PROJECT NUMBER

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F. R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the subcontractor has not filed a compliance report due under applicable instructions, such subcontractor shall be required to submit a compliance report before the owner approves the subcontract or permits work to begin under the subcontract.

SUBCONTRACTOR'S CERTIFICATION

NAME AND ADDRESS OF SUBCONTRACTOR *(Include ZIP Code)*

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

Yes No

2. Compliance reports were required to be filed in connection with such contract or subcontract.

Yes No

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.

Yes No None Required

4. 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

CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING
SECTION 3 AND SEGREGATED FACILITIES

Name of Sub Contractor

Project Name & Number

The undersigned hereby certifies that

- (a) Section 3 provisions are included in the Contract
- (b) A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$10,000).
- (c) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

Name & Title of Signer (Print or Type)

Signature

Date

**CONTRACTOR'S CERTIFICATION
CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**

TO (Appropriate Recipients) c/o	DATE
	PROJECT NUMBER (if any)
	PROJECT NAME

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

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

2. He certifies that:

- (a) Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 U.S.C. 276a-2(a)).
- (b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

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

4. He certifies that:

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

(b) The undersigned is:

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

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

NAME	TITLE	ADDRESS

(d) The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are *if any, so state:*

NAME	ADDRESS	NATURE OF INTEREST

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

NAME	ADDRESS	TRADE CLASSIFICATION

Date _____

(Contractor)

By _____

WARNING

U.S. Criminal Code, Section 1010, Title 18, U.S.C., provides in part: "Whoever . . . makes, passes, utters or publishes any statement, knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**SUBCONTRACTOR'S CERTIFICATION
CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**

TO (Appropriate Recipient): c/o	DATE
	PROJECT NUMBER (If any)
	PROJECT NAME

1. The undersigned, having executed a contract with _____
(Contractor or Subcontractor)
 for _____
(Nature of work)
 in the amount of \$ _____

In the construction of the above-identified project, certifies that:

- (a) The Labor Standards Provisions of The Contract For Construction are included in the aforesaid contract.
 - (b) Neither he nor any firm, corporation, partnership or association in which he has a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(h) 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 (40 U.S.C. 276a-2(a)).
 - (c) 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 the aforesaid regulatory or statutory provisions.
2. He agrees to obtain and forward to the contractor, for transmittal to the recipient, within ten days after the execution of any lower subcontract, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements, executed by the lower tier subcontractor, in duplicate.

(a) The workmen will report for duty on or about _____
(Date)

3. He certifies that:

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

(b) The undersigned is:

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

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

NAME	TITLE	ADDRESS

(d) The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (If none, so state):

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 (If none, so state):

NAME	ADDRESS	TRADE CLASSIFICATION

(Subcontractor)

By _____
(Signature)

(Typed Name and Title)

WARNING

U.S. Criminal Code, Section 1010, Title 18, U.S.C., provides in part: "Whoever . . . makes, passes, utters, or publishes any statement, knowing the same to be false. . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

CONTRACT

THIS AGREEMENT, made this _____ day of _____, 19____, by and between _____ The County of Tyler, Texas _____, herein called "Owner," acting
(Corporate Name of Owner)

herein through its _____ County Judge _____, and
(Title of Authorized Official)

STRIKE OUT (a corporation) (a partnership)
INAPPLICABLE (an individual doing business as _____)
TERMS _____)

of _____, County of _____, and State of _____

hereinafter called "Contractor."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

Street and Bridge Improvements

hereinafter called the project, for the sum of _____ Dollars (\$_____) and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the Contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefor as prepared by Everett Griffith, Jr. & Associates, Inc., herein entitled the Architect/Engineer, and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within 120 consecutive calendar days thereafter. The Contractor further agrees to pay, as liquidated damages, the sum of \$ 300 for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the Contract, and to make payments on account thereof as provided in Paragraph 25, "Payments to Contractor," of the General Conditions.

(Over)

IN WITNESS WHEREOF, the parties to these presents have executed this contract in six (6) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

(Seal)
ATTEST:

(Secretary)

(Witness)

(Seal)

(Secretary)

(Witness)

By

(Owner)

(Title)

By

(Contractor)

(Title)

(Address and Zip Code)

NOTE: Secretary of the Owner should attest. If Contractor is a corporation, Secretary should attest.

COMMUNITY DEVELOPMENT BLOCK GRANT REGULATIONS

BONDING AND INSURANCE REQUIREMENTS

A state of local unit of government receiving a grant from the Federal government which requires contracting for construction or facility improvement shall follow its own requirements relating to bid guarantees, performance bonds, and payment bonds, except for contracts or subcontracts exceeding \$100,000. For contracts or subcontracts exceeding \$100,000, the Federal agency has made a determination that the Government's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

- a. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his/her bid, execute such contractual documents as may be required within the time specified.
- b. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, _____, the
duly authorized and acting legal representative of _____

_____, do hereby certify as
follows:

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

Date: _____

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)

County of _____) ss.

_____, being first duly sworn, deposes and says

that:

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

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

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

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

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

(Signed) _____

_____ Title

Subscribed and sworn to me this _____ day of _____, 19__.

By: _____ Notary Public

My commission expires _____.

TEXAS COMMUNITY DEVELOPMENT PROGRAM
CONTRACTOR ELIGIBILITY VERIFICATION FORM

TO:

DATE:

Subject: Request for Contractor/Subcontractor Clearance

TDCA Contract No. 00061017083

~~City~~/County Tyler

I would like to request clearance for the following contractor/subcontractor:

Federal ID Number: _____
Name of Contractor/
Subcontractor: _____

Address: _____
(Including Zip Code) _____

Sole Proprietorship - _____
List Sole Owner _____

Partnership _____
List All Partners _____

Corporation - Names of PRES: _____
all Principals & V-P: _____
their titles: _____
Sec.-Treas.: _____

The above contractor/subcontractor has been tentatively selected to work on the following construction project(s): _____

Cleared by:

Signature

Date

TEXAS COMMUNITY DEVELOPMENT BLOCK
Grant Program

GENERAL CONDITIONS

1. Contract and Contract Documents

The project to be constructed and pursuant to this contract will be financed with assistance from the Texas CDBG Program and is subject to all applicable Federal laws and regulations.

The Plans, Specifications and Addenda, herinafter enumerated in Paragraph 1 of the Supplemental General Conditions shall form part of this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The table of contents, titles, headings, running head-lines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or cast light on the interpretation of the provisions to which they refer.

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2. Definitions

The following terms as used in this contract are respectively defined as follows:

- (a) "Contractor": A person, firm or corporation with whom the contract is made by the Owner.
- (b) "Subcontractor": A person, firm or corporation supplying labor and materials or only labor for work at the site of the project for, and under separate contract or agreement with, the Contractor.
- (c) "Work on (at) the project": Work to be performed at the location of the project, including the transportation of materials and supplies to or from the location of the project by employees of the Contractor and any Subcontractor.

3. Additional Instructions and Detail Drawings

The Contractor will be furnished additional instructions and detail drawings as necessary to carry out the work included in the contract. The additional drawings and instructions thus supplied to the Contractor will coordinate with the Contract Documents and will be so prepared that they can be reasonably interpreted as part thereof. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions. The Contractor and the Architect/Engineer will prepare jointly (a) a schedule, fixing the dates at which special detail drawings will be required, such drawings, if any, to be furnished by the Architect/Engineer in accordance with said schedule, and (b) a schedule fixing the respective dates for the submission of shop drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment, and the completion of the various parts of the work; each such schedule to be subject to change from time to time in accordance with the progress of the work.

4. Shop or Setting Drawings

The Contractor shall submit promptly to the Architect/Engineer two copies of each shop or setting drawing prepared in accordance with the schedule predetermined as aforesaid. After examination of such drawings by the Architect/Engineer and the return thereof, the Contractor shall make such corrections to the drawings as have been indicated and shall furnish the Architect/Engineer with two corrected copies. If requested by the Architect/Engineer the Contractor must furnish additional copies. Regardless of corrections made in or approval given to such drawings by the Architect/Engineer, the Contractor will nevertheless be responsible for the accuracy of such drawings and for their conformity to the Plans and Specifications, unless he notifies the Architect/Engineer in writing of any deviations at the time he furnishes such drawings.

5. Materials, Services, and Facilities

- (a) It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.
- (b) Any work necessary to be performed after regular working hours, on Sundays or Legal Holidays, shall be performed without additional expense to the Owner.

6. Contractor's Title to Materials

No materials or supplies for the work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the work, free from all liens, claims or encumbrances.

7. Inspection and Testing of Materials

- (a) All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the Owner. The Owner will pay for all laboratory inspection service direct, and not as a part of the contract.
- (b) Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.

8. "Or Equal" Clause

Whenever a material, article or piece of equipment is identified on the plans or in the specifications by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard; and, any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed, is, in the opinion of the Architect/Engineer, of equal substance and function. It shall not be purchased or installed by the contractor without the Architect/Engineer's written approval.

9. Patents

- (a) The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the Owner, unless otherwise specifically stipulated in the Contract Documents.
- (b) License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized licensee, direct by the Owner and not by or through the Contractor.
- (c) If the Contractor uses any design, device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the Owner of such patented or copyrighted design, device or material. It is mutually agreed and understood, that, without exception, the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or materials or any trademark or copyright in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

10. Surveys, Permits, and Regulations

Unless otherwise expressly provided for in the Specifications, the Owner will furnish to the Contractor all surveys necessary for the execution of the work.

The Contractor shall procure and pay all permits, licenses and approvals necessary for the execution of his contract.

The Contractor shall comply with all laws, ordinances, rules, orders, and regulations relating to performance of the work, the protection of adjacent property, and the maintenance of passageways, guard fences or other protective facilities.

11. Contractor's Obligations

The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as

herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract, within the time herein specified, in accordance with the provisions of this contract and said specifications and in accordance with the plans and drawings covered by this contract any and all supplemental plans and drawings, and in accordance with the directions of the Architect/Engineer as given from time to time during the progress of the work. He shall furnish, erect, maintain, and remove such construction plant and such temporary works as may be required.

The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the contract and specifications, and shall do, carry on, and complete the entire work to the satisfaction of the Architect/Engineer and the Owner.

12. Weather Conditions

In the event of temporary suspension of work, or during inclement weather, or whenever the Architect/Engineer shall direct, the Contractor will, and will cause his subcontractors to protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the Architect/Engineer, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his Subcontractors so to protect his work, such materials shall be removed and replaced at the expense of the Contractor.

13. Protection of Work and Property--Emergency

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

In case of an emergency which threatens loss or injury of property, and/or safety of life, the Contractor will be allowed to act, without previous instructions from the Architect/Engineer, in a diligent manner. He shall notify the Architect/Engineer immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Architect/Engineer for approval.

Where the Contractor has not taken action but has notified the Architect/Engineer of an emergency threatening injury to persons or damage to the work or any adjoining property, he shall act as instructed or authorized by the Architect/Engineer.

The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided in Paragraph 17 of the General Conditions.

14. Inspection

The authorized representatives and agents of the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

15. Reports, Records, and Data

The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Owner may request concerning work performed or to be performed under this contract.

16. Superintendence by Contractor

At the site of the work the Contractor shall employ a construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the Architect/Engineer and shall be one who can be continued in that capacity for the particular job involved unless he ceases to be on the Contractor's payroll.

17. Changes in Work

No changes in the work covered by the approved Contract Documents shall be made without having prior written approval of the Owner. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:

- (a) Unit bid prices previously approved.
- (b) An agreed lump sum.
- (c) The actual cost of:
 - 1. Labor, including foremen;
 - 2. Materials entering permanently into the work;
 - 3. The ownership or rental cost of construction plant and equipment during the time of use on the extra work;
 - 4. Power and consumable supplies for the operation of power equipment;
 - 5. Insurance;
 - 6. Social Security and old age and unemployment contributions.To the cost under (c) there shall be added a fixed fee to be agreed upon but not to exceed fifteen percent (15%) of the actual cost of the work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expenses.

18. Extras

Without invalidating the contract, the Owner may order extra work or make changes by altering, adding to or deducting from the work, the contract sum being adjusted accordingly, and the consent of the Surety being first obtained where necessary or desirable. All the work of the kind bid upon shall be paid for at the price stipulated in the proposal, and no claims for any extra work or materials shall be allowed unless the work is ordered in writing by the Owner or its Architect/Engineer, acting officially for the Owner, and the price is stated in such order.

19. Time for Completion and Liquidated Damages

It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the "Notice to Proceed."

The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the Owner the amount specified in the contract, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work.

The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be retained from time to time by the Owner from current periodical estimates.

It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is

allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the Owner determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the Owner; Provided, further, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

- (a) To any preference, priority or allocation order duly issued by the Government;
 - (b) To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and
 - (c) To any delays of Subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article;
- Provided, further, that the Contractor shall, within ten (10) days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the contract, notify the Owner, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

20. Correction of Work

All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of the Architect/Engineer who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture, and methods of construction for the purposes for which they are used. Should they fail to meet his approval they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at his own expense. Rejected material shall immediately be removed from the site. If, in the opinion of the Architect/Engineer, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Architect/Engineer shall be equitable.

21. Subsurface Conditions Found Different

Should the Contractor encounter sub-surface and/or latent conditions at the site materially differing from those shown on the Plans or indicated in the Specifications, he shall immediately give notice to the Architect/Engineer of such conditions before they are disturbed. The Architect/Engineer will thereupon promptly investigate the conditions, and if he finds that they materially differ from those shown on the Plans or indicated in the Specifications, he will at once make such changes in the Plans and/or Specifications as he may find necessary, any increase or decrease of cost resulting from such changes to be adjusted in the manner provided in Paragraph 17 of the General Conditions.

22. Claims for Extra Cost

No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order of the Architect/Engineer approved by the Owner, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When work is performed under the terms of subparagraph 17(c) of the General Conditions, the Contractor shall furnish satisfactory bills, payrolls and vouchers covering all items of cost and when requested by the Owner, give the Owner access to accounts relating thereto,

23. Right of the Owner to Terminate Contract

In the event that any of the provisions of this contract are violated by the Contractor, or by any of his subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate the contract, such notices to contain the reasons for

such intention to terminate the contract, and unless within ten (10) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Owner shall immediately serve notice thereof upon the Surety and the Contractor and the Surety shall have the right to take over and perform the contract; Provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the Owner may take over the work and prosecute the same to completion by contract or by force account for the account and at the expense of the Contractor and the Contractor and his Surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefor.

24. Construction Schedule and Periodic Estimates

Immediately after execution and delivery of the contract, and before the first partial payment is made, the Contractor shall deliver to the Owner an estimated construction progress schedule in form satisfactory to the Owner, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents and the anticipated amount of each monthly payment that will become due the Contractor in accordance with the progress schedule. The Contractor shall also furnish on forms to be supplied by the Owner (a) a detailed estimate giving a complete breakdown of the contract price and (b) periodic itemized estimates of work done for the purpose of making partial payments thereon. The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the contract price.

25. Payments to Contractor

- (a) Not later than the 15th day of each calendar month the Owner shall make a progress payment to the Contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month under this contract, but to insure the proper performance of this contract, the Owner shall retain ten percent (10%) of the amount of each estimate until final completion and acceptance of all work covered by this contract: Provided, that the Contractor shall submit his estimate not later than the first day of the month; Provided, further, that the Owner at any time after fifty percent (50%) of the work has been completed, if it finds that satisfactory progress is being made, may make any of the remaining progress payments in full; Provided, further, that on completion and acceptance of each separate building, public work, or other division of the contract, on which the price is stated separately in the contract, payment may be made in full, including retained percentages thereon, less authorized deductions.
- (b) In preparing estimates the material delivered on the site and preparatory work done may be taken into consideration.
- (c) All material and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Owner to require the fulfillment of all of the terms of the contract.
- (d) Owner's Right to Withhold Certain Amounts and Make Application Thereof: The Contractor agrees that he will indemnify and save the Owner harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the Contractor fails so to do, then the Owner may, after having served written notice on the said Contractor, either pay unpaid bills, of which the Owner has written notice, direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this

contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor or his Surety. In paying any unpaid bills of the Contractor, the Owner shall be deemed the agent of the Contractor, and any payment so made by the Owner shall be considered as a payment made under the contract by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.

26. Acceptance of Final Payment Constitutes Release

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this contract or the Performance and Payment Bond.

27. Payments by Contractor

The Contractor shall pay (a) for all transportation and utility services not later than the 20th day of the calendar month following that in which services are rendered, (b) for all materials, tools, and other expendable equipment to the extent of ninety percent (90%) of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the project, and the balance of the cost thereof, not later than the 30th day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporation or used, and (c) to each of his subcontractors, not later than the 5th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his subcontractors to the extent of each subcontractor's interest therein.

28. Insurance

The Contractor shall not commence work under this contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been so obtained and approved.

- (a) Compensation Insurance: The Contractor shall procure and shall maintain during the life of this contract Workmen's Compensation Insurance as required by applicable State or territorial law for all of his employees to be engaged in work at the site of the project under this contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.
- (b) Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall procure and shall maintain during the life of this contract Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the amounts specified in the Supplemental General Conditions.
- (c) Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall either (1) require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified in the Supplemental General Conditions specified in subparagraph (b) hereof or, (2) insure the activities of his policy, specified in subparagraph (b) hereof.
- (d) Scope of Insurance and Special Hazards: The insurance required under subparagraphs (b) and (c) hereof shall provide adequate protection for the Contractor and his subcontractors, respectively, against damage claims which may arise from operations under

this contract, whether such operations be by the insured or by anyone directly or indirectly employed by him and, also against any of the special hazards which may be encountered in the performance of this contract as enumerated in the Supplemental General Conditions.

- (e) Builder's Risk Insurance (Fire and Extended Coverage): Until the project is completed and accepted by the Owner, the Owner, or Contractor (at the Owner's option as indicated in the Supplemental General Conditions, Form HUD-4238-N) is required to maintain Builder's Risk Insurance (fire and extended coverage) on a 100 percent completed value basis on the insurable portion of the project for the benefit of the Owner, the Contractor, subcontractors as their interests may appear. The Contractor shall not include any costs for Builder's Risk Insurance (fire and extended coverage) premiums during construction unless the Contractor is required to provide such insurance; however, this provision shall not release the Contractor from his obligation to complete, according to plans and specifications, the project covered by the contract, and the Contractor and his Surety shall be obligated to full performance of the Contractor's undertaking.
- (f) Proof of Carriage of Insurance: The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be cancelled or materially altered, except after ten (10) days written notice has been received by the Owner."

29. Contract Security

The Contractor shall furnish a performance bond in an amount at least equal to one hundred percent (100%) of the contract price as security for the faithful performance of this contract and also a payment bond in an amount not less than one hundred percent (100%) of the contract price or in a penal sum not less than that prescribed by State, territorial or local law, as security for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract. The performance bond and the payment bond may be in one or in separate instruments in accordance with local law.

30. Additional or Substitute Bond

If at any time the Owner for justifiable cause shall be or become dissatisfied with any surety or sureties, then upon the Performance or Payment Bonds, the Contractor shall within five (5) days after notice from the Owner so to do, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished such an acceptable bond to the Owner.

31. Assignments

The Contractor shall not assign the whole or any part of this contract or any moneys due or to become due hereunder without written consent of the Owner. In case the Contractor assigns all or any part of any moneys due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations of services rendered or materials supplied for the performance of the work called for in this contract.

32. Mutual Responsibility of Contractors

If, through acts of neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other Contractor or subcontractor by agreement or arbitration if such other Contractor or subcontractors will so settle. If such other Contractor or subcontractor shall assert any claim against the Owner on account of any damage alleged to have been sustained, the Owner shall notify the Contractor, who shall indemnify and save harmless the Owner against any such claim.

33. Separate Contract

The Contractor shall coordinate his operations with those of other Contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work. The Contractor, including his subcontractors, shall keep informed of the progress and the detail work of other Contractors and shall notify the Architect/Engineer immediately of lack of progress or defective workmanship on the part of other Contractors. Failure of a contractor to keep informed of the work progressing on the site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by him of the status of the work as being satisfactory for proper coordination with his own work.

34. Subcontracting

- (a) The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.
- (b) The Contractor shall not award any work to any subcontractor without prior written approval of the Owner, which approval will not be given until the Contractor submits to the Owner a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the Owner may require.
- (c) The Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- (d) The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.
- (e) Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

35. Architect/Engineer's Authority

The Architect/Engineer shall give all orders and directions contemplated under this contract and specifications, relative to the execution of the work. The Architect/Engineer shall determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid for under this contract and shall decide all questions which may arise in relation to said work and the construction thereof. The Architect/Engineer's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said contract or specifications, the determination or decision of the Architect/Engineer shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this contract affected in any manner or to any extent by such question.

The Architect/Engineer shall decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found obscure or be in dispute. Any differences or conflicts in regard to their work which may arise between the Contractor under this contract and other Contractors performing work for the Owner shall be adjusted and determined by the Architect/Engineer.

36. Stated Allowances

The Contractor shall include in his proposal the cash allowances stated in the Supplemental General Conditions. The Contractor shall purchase the "Allowed Materials" as directed by the Owner on the basis of the lowest and best bid of at least three competitive bids. If the actual price for purchasing the "Allowed Materials" is more or less than the "Cash Allowance," the contract price shall be adjusted accordingly. The adjustment in contract price shall be made on the basis of the purchase price without additional charges for overhead, profit, insurance or any other incidental expenses. The cost of installation of the "Allowed Materials" shall be included in the applicable sections of the Contract Specifications covering this work.

37. Use of Premises and Removal of Debris

The Contract expressly undertakes at his own expense:

- (a) to take every precaution against injuries to persons or damage to property;
- (b) to store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractors;
- (c) to place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work;
- (d) to clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance;
- (e) before final payment to remove all surplus material, false-work, temporary structures including foundations thereof, plant of any description and debris of every nature resulting from his operations, and to put the site in a neat, orderly condition;
- (f) to effect all cutting, fitting or patching of his work required to make the same conform to the plans and specifications and, except with the consent of the Architect, Engineer, not to cut or otherwise alter the work of any other Contractor.

38. Quantities of Estimate

Wherever the estimated quantities of work to be done and materials to be furnished under this contract are shown in any of the documents including the proposal, they are given for use in comparing bids and the right is especially reserved except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by the Owner to complete the work contemplated by this contract, and such increase or diminution shall in no way vitiate this contract, nor shall any such increase or diminution give cause for claims or liability for damages.

39. Lands and Rights-of-Way

Prior to the start of construction, the Owner shall obtain all lands and rights-of-way necessary for the carrying out and completion of work to be performed under this contract.

40. General Guaranty

Neither the final certificate of payment nor any provision in the Contract Documents, nor partial or entire occupancy of the premises by the Owner, shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. The Owner will give notice of observed defects with reasonable promptness.

41. Conflicting Conditions

Any provisions in any of the Contract Documents which may be in conflict or inconsistent with any of the paragraphs in these General Conditions shall be void to the extent of such conflict or inconsistency.

42. Notice and Service Thereof

Any notice to any Contractor from the Owner relative to any part of this contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted, by certified or registered mail, to the said Contractor at his last given address, or delivered in person to the said Contractor or his authorized representative on the work.

43. Provisions Required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

44. Protection of Lives and Health

"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. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by Chapter XIII, Bureau of Labor Standards, Department of Labor, Part 1518, Safety and Health Regulations for Construction, as outlined in the Federal Register, Volume 36, No. 75, Saturday, April 17, 1971. Title 29 - LABOR, shall be observed and the Contractor shall take or cause to be taken, such additional safety and health measures as the Contracting Authority may determine to be reasonably necessary."

45. Subcontracts

"The Contractor will insert in any subcontracts the Federal Labor Standards Provisions contained herein and such other clauses as the Department of Housing and Urban Development may, by instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made."

46. Interest of Member of or Delegate to Congress

No member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

47. Other Prohibited Interests

No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

48. Use and Occupancy Prior to Acceptance by Owner

The Contractor agrees to the use and occupancy of a portion or unit of the project before formal acceptance by the Owner, provided the Owner:

- (a) Secures written consent of the Contractor except in the event, in the opinion of the Architect/Engineer, the Contractor is chargeable with unwarranted delay in final cleanup of punch list items or other contract requirements.
 - (b) Secures endorsement from the insurance-carrier and consent of the surety permitting occupancy of the building or use of the project during the remaining period of construction, or,
 - (c) When the project consists of more than one building, and one of the buildings is occupied, secures permanent fire and extended coverage insurance, including a permit to complete construction. Consent of the surety must also be obtained.
-
- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, 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, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

49. Photographs of the Project

If required by the Owner, the Contractor shall furnish photographs of the project, in the quantities and as described in the Supplemental General Conditions.

50. Suspension of Work

Should the Owner be prevented or enjoined from proceeding with work either before or after the start of construction by reason of any litigation or other reason beyond the control of the Owner, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay; but time for completion of the work will be extended to such reasonable time as the Owner may determine will compensate for time lost by such delay with such determination to be set forth in writing.

51. MINIMUM WAGE RATES FOR LABORERS AND MECHANICS

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

52. UNDERPAYMENTS OF WAGES OR SALARIES

In case of underpayment of wages by the Contractor or by any subcontractor to laborers or mechanics employed by the Contractor or subcontractor upon the work covered by this Contract, the Local Public Agency or Public Body in addition to such other rights as may be afforded it under this Contract shall withhold from the Contractor, out of any payments due the Contractor, so much thereof as the Local Public

Agency or Public Body may consider necessary to pay such laborers or mechanics the full amount of wages required by this Contract. The amount so withheld may be disbursed by the Local Public Agency or Public Body, for and on account of the Contractor or the subcontractor (as may be appropriate), to the respective laborers or mechanics to whom the same is due or on their behalf to plans, funds, or programs for any type of fringe benefit prescribed in the applicable wage determination.

53. ANTICIPATED COSTS OF FRINGE BENEFITS

If the Contractor does not make payments to a trustee or other third person, he may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing fringe benefits under a plan or program of a type expressly listed in the wage determination decision of the Secretary of Labor which is a part of this Contract: Provided, however, the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. A copy of any findings made by the Secretary of Labor in respect to fringe benefits being provided by the Contractor must be submitted to the Local Public Agency or Public Body with the first payroll filed by the Contractor subsequent to receipt of the findings.

54. OVERTIME COMPENSATION REQUIRED BY CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (76 Stat. 357-360: Title 40 U.S.C., Sections 327-332)

(a) 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 8 hours in any calendar day or 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 8 hours in any calendar day or in excess of 40 hours in such work week, as the case may be.

(b) Violation: liability for unpaid wages liquidated damages. In the event of any violation of the clause set forth in paragraph (a), the Contractor and any subcontractor responsible therefor shall be liable to any affected employee for his unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violations of the clause set forth in paragraph (a), in the sum of \$10 for each calendar day on which such employee was required or permitted to work

in excess of 8 hours or in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in paragraph (a).

(c) Withholding for liquidated damages. The Local Public Agency or Public Body shall withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for liquidated damages as provided in the clause set forth in paragraph (b).

(d) Subcontracts. The Contractor shall insert in any subcontracts the clauses set forth in paragraphs (a), (b), and (c) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

55. EMPLOYMENT OF APPRENTICES/TRAINEES

- a. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed and individually registered in a bona fide apprenticeship program registered with the U. S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the contractor as to his entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not a trainee as defined in subdivision (b) of this subparagraph or is not registered or otherwise employed as stated above, shall be paid the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The contractor or subcontractor will be required to

furnish to the contracting officer or a representative of the Wage-Hour Division of the U. S. Department of Labor written evidence of the registration of his program and apprentices as well as the appropriate ratios and wage rates (expressed in percentages of the journeyman hourly rates), for the area of construction prior to using any apprentices on the contract work. The wage rate paid apprentices shall be not less than the appropriate percentage of the journeyman's rate contained in the applicable wage determination.

- b. Trainees. Except as provided in 29 CFR 5.15 trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification, by the U. S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training. The ratio of trainees to journeymen shall not be greater than permitted under the plan approved by the Bureau of Apprenticeship and Training. Every trainee must be paid at not less than the rate specified in the approved program for his level of progress. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Bureau of Apprenticeship and Training shall be paid not less than the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The contractor or subcontractor will be required to furnish the contracting officer or a representative of the Wage-Hour Division of the U. S. Department of Labor written evidence of the certification of his program, the registration of the trainees, and the ratios and wage rates prescribed in that program. In the event the Bureau of Apprenticeship and Training withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- c. Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

56. EMPLOYMENT OF CERTAIN PERSONS PROHIBITED

No person under the age of sixteen years and no person who, at the time, is serving sentence in a penal or correctional institution shall be employed on the work covered by this Contract.

57. REGULATIONS PURSUANT TO SO-CALLED "ANTI-KICKBACK ACT"

The Contractor shall comply with the applicable regulations (a copy of which is attached and herein incorporated by reference) of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948: 62 Stat. 862; Title U.S.C., Section 874: and Title 40 U.S.C., Section 276c), and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in subcontracts to insure compliance therewith by all subcontractors subject thereto, and shall be responsible for the submission of affidavits required by subcontractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof.

58. EMPLOYMENT OF LABORERS OR MECHANICS NOT LISTED IN AFORESAID WAGE DETERMINATION DECISION

Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract will be classified or reclassified conformably to the wage determination by the Local Public Agency or Public Body, and a report of the action taken shall be submitted by the Local Public Agency or Public Body, through the Secretary of Housing and Urban Development, to the Secretary of Labor, United States Department of Labor. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics to be used, the question accompanied by the recommendation of the Local Public Agency or Public Body shall be referred, through the Secretary of Housing and Urban Development, to the Secretary of Labor for final determination.

59. FRINGE BENEFITS NOT EXPRESSED AS HOURLY WAGE RATES

The Local Public Agency or Public Body shall require, 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 wage rate and the Contractor is obligated to pay cash equivalent of such a fringe benefit, an hourly cash equivalent thereof to be established. In the event the interested parties cannot agree upon a cash equivalent of the fringe benefit, the question, accompanied by the recommendation of the Local Public Agency or Public Body, shall be referred, through the Secretary of Housing and Urban Development, to the Secretary of Labor for determination.

60. POSTING WAGE DETERMINATION DECISIONS AND AUTHORIZED WAGE DEDUCTIONS

The applicable wage poster of the Secretary of Labor, United States Department of Labor, and the applicable wage determination decisions of said Secretary of Labor with respect to the various classification of laborers and mechanics employed and to be employed upon the work covered by this Contract, and a statement showing all deductions, if any, in accordance with the provisions of this Contract, to be made from wages actually earned by persons so employed or to be employed in such classifications, shall be posted at appropriate conspicuous points at the site of the work.

61. COMPLAINTS, PROCEEDINGS, OR TESTIMONY BY EMPLOYEES

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

62. CLAIMS AND DISPUTES PERTAINING TO WAGE RATES

Claims and disputes pertaining to wage rates or to classifications of laborers and mechanics employed upon the work covered by this Contract shall be promptly reported by the Contractor in writing to the Local Public Agency or Public Body for referral by the latter through the Secretary of Housing and Urban Development to the Secretary of Labor, United States Department of Labor, whose decision shall be final with respect thereto.

63. QUESTIONS CONCERNING CERTAIN FEDERAL STATUTES AND REGULATIONS

All questions arising under this Contract which relate to the application or interpretation of (a) the aforesaid Anti-Kickback Act, (b) the Contract Work Hours and Safety Standards Act, (c) the aforesaid Davis-Bacon Act, (d) the regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to said Acts, or (e) the labor standards provisions of any other pertinent Federal statute, shall be referred, through the Local Public Agency or Public Body and the Secretary of Housing and Urban Development, to the Secretary of Labor, United States Department of Labor, for said Secretary's appropriate ruling or interpretation which shall be authoritative and may be relied upon for the purposes of this Contract.

64. PAYROLLS AND BASIC PAYROLL RECORDS OF CONTRACTOR AND SUBCONTRACTORS

The Contractor and each subcontractor shall prepare his payrolls on forms satisfactory to and in accordance with instructions to be

furnished by the Local Public Agency or Public Body. The Contractor shall submit weekly to the Local Public Agency or Public Body two certified copies of all payrolls of the Contractor and of the subcontractors, it being understood that the Contractor shall be responsible for the submission of copies of payrolls of all subcontractors. Each such payroll shall contain the "Weekly Statement of Compliance" set forth in Section 3.3 of Title 29, Code of Federal Regulations. The payrolls and basic payroll records of the Contractor and each subcontractor covering all laborers and mechanics employed upon the work covered by this Contract shall be maintained during the course of the work and preserved for a period of 3 years thereafter. Such payrolls and basic payroll records shall contain the name and address of each such employee, his correct classification, rate of pay (including rates of contributions or costs anticipated of the types described in Section 1(b)(2) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. In addition, whenever the Secretary of Labor has found under Section 5.5(a)(1)(iv) of Title 29, Code of Federal Regulations, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor or subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. The Contractor and each subcontractor shall make his employment records with respect to persons employed by him upon the work covered by this Contract available for inspection by authorized representatives of the Secretary of Housing and Urban Development, the Local Public Agency or Public Body, and the United States Department of Labor. Such representatives shall be permitted to interview employees of the Contractor or of any subcontractor during working hours on the job.

65. SPECIFIC COVERAGE OF CERTAIN TYPES OF WORK BY EMPLOYEES

The transporting of materials and supplies to or from the site of the Project or Program to which this Contract pertains by the employees of the Contractor or of any subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the Project or Program to which this Contract pertains by persons employed by the Contractor or by any subcontractor, shall, for the purposes of this Contract, and without limiting the generality of the foregoing provisions of this Contract, be deemed to be work to which these Federal Labor Standards Provisions are applicable.

66. INELIGIBLE SUBCONTRACTORS

The Contractor shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted

without the Local Public Agency's or Public Body's prior written approval of the subcontractor. The Local Public Agency or Public Body will not approve any subcontractor for work covered by this Contract who is at the time ineligible under the provisions of any applicable regulations issued by the Secretary of Labor, United States Department of Labor or the Secretary of Housing and Urban Development, to receive an award of such subcontract.

67. PROVISIONS TO BE INCLUDED IN CERTAIN SUBCONTRACTS

The Contractor shall include or cause to be included in each subcontract covering any of the work covered by this Contract, provisions which are consistent with these Federal Labor Standards Provisions and also a clause requiring the subcontractors to include such provisions in any lower tier subcontracts which they may enter into, together with a clause requiring such insertion in any further subcontracts that may in turn be made.

68. BREACH OF FOREGOING FEDERAL LABOR STANDARDS PROVISIONS

In addition to the causes for termination of this Contract as herein elsewhere set forth, the Local Public Agency or Public Body reserves the right to terminate this Contract if the Contractor or any subcontractor whose subcontract covers any of the work covered by this Contract shall breach any of these Federal Labor Standards Provisions. A breach of these Federal Labor Standards Provisions may also be grounds for debarment as provided by the applicable regulations issued by the Secretary of Labor, United States Department of Labor.

69. Employment Practices

The Contractor (1) shall, to the greatest extent practicable, follow hiring and employment practices for work on the project which will provide new job opportunities for the unemployed and underemployed, and (2) shall insert or cause to be inserted the same provision in each construction subcontract.

70. Contract Termination; Debarment

A breach of Section 45 and the Federal Labor Standards Provisions, may be grounds for termination of the contract, and for debarment as provided in 29 CFR 5.6.

EMPLOYMENT ELIGIBILITY CERTIFICATION
ISSUED BY
TEXAS EMPLOYMENT COMMISSION

JOB SERVICE

This Certification is required by the County of Jasper, Texas for the implementation of Texas Community Development Block Grant (TCDBG) Program Funded by Public Law 98-8, the Jobs Bill.

Failure to provide this certification will not enable the recipient local government to fulfill their Certification that the work force used for projects funded with Jobs Bill funds were unemployed individuals who met the Job Service's Employment Eligibility Certification as follows:

Preference will be given in this order:

- I. Grant recipient's county residents will have priority:
 - A. Unemployed 15 of the 26 weeks prior to March 24, 1983; and currently unemployed;
 - B. Unemployed after March 24 and currently unemployed;
- II. Other county residents will be considered in this order:
 - A. Unemployed 15 of the 26 weeks prior to March 24, 1983; and currently unemployed;
 - B. Unemployed after March 24 and currently unemployed;
 - C. "Job Service" unable to obtain the requested skill individual within 14 calendar days of the request from the contractor.

This individual _____ (SS# _____) is eligible for the job in _____ because of the reason checked above. _____
(Name of Recipient)

Signature of Job Service Representative

Date

Title

Job Service Stamp

CERTIFICATE: JOBS/BILL-B

**ATTACHMENT TO FEDERAL LABOR STANDARDS PROVISIONS
SO-CALLED "ANTI-KICKBACK ACT" AND REGULATIONS PROMULGATED
PURSUANT THERETO BY THE SECRETARY OF LABOR,
UNITED STATES DEPARTMENT OF LABOR**

TITLE 18, U.S.C., section 874

(Replaces section 1 of the Act of June 13, 1934 (48 Stat. 948, 40 U.S.C.,
sec. 276b) pursuant to the Act of June 25, 1948, 62 Stat. 862)

KICKBACKS FROM PUBLIC WORKS EMPLOYEES

Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined not more than \$5,000 or imprisoned not more than five years, or both.

**SECTION 2 OF THE ACT OF JUNE 13, 1934, AS AMENDED (48 Stat. 948, 62 Stat. 862,
63 Stat. 108, 72 Stat. 967, 40 U.S.C., sec. 276c)**

The Secretary of Labor shall make reasonable regulations for contractors and subcontractors engaged in 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, including a provision that each contractor and subcontractor shall furnish weekly a statement with respect to the wages paid each employee during the preceding week. Section 1001 of Title 18 (United States Code) shall apply to such statements.

... X X X ...

Pursuant to the aforesaid Anti-Kickback Act, the Secretary of Labor, United States Department of Labor, has promulgated the regulations hereinafter set forth, which regulations are found in Title 29, Subtitle A, Code of Federal Regulations, Part 3. The term "this part," as used in the regulations hereinafter set forth, refers to Part 3 last above mentioned. Said regulations are as follows:

TITLE 29 - LABOR

Subtitle A - Office of the Secretary of 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**

Section 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.

Section 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 does not include building or work for which Federal assistance is limited solely to 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.

Section 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 29 CFR Parts 3 and 5 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 form WH 3-17, "Statement of Compliance", or on an identical form on the back of WH 3-17, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Sample copies of WH 3-17 and WH 3-18 may be obtained from the Government contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office.

(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 F.R. 95, Jan. 4, 1964, as amended at 33 F.R. 10186, July 17, 1968]

Section 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.

Section 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 employer 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 § 516.27 (a) of this title shall be kept.

Section 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.

Section 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 shall identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions only on specific, identified contracts, except upon a showing of exceptional circumstances.
- (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.

Section 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.

Section 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.

Section 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.

Section 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.

SUPPLEMENTAL GENERAL CONDITIONS

1. Enumeration of Plans, Specifications and Addenda
2. Stated Allowances
3. Special Hazards
4. Public Liability and Property Damage Insurance
5. Photographs of Project
6. Schedule of Minimum Hourly Wage Rates
7. Builder's Risk Insurance

8. Special Equal Opportunity Provisions
9. Certification of Compliance with Air and Water Acts
10. Special Conditions Pertaining to Hazards, Safety Standards and Accident Prevention

1. ENUMERATION OF PLANS, SPECIFICATIONS AND ADDENDA

Following are the Plans, Specifications and Addenda which form a part of this contract, as set forth in Paragraph 1 of the General Conditions, "Contract and Contract Documents":

DRAWINGS

General Construction:	Nos. <u> </u> Sheets <u>1</u> thru <u>6</u>
Heating and Ventilating:	" <u> </u>
Plumbing:	" <u> </u>
Electrical:	" <u> </u>
<u> </u>	" <u> </u>
<u> </u>	" <u> </u>

SPECIFICATIONS:

General Construction:	Div. <u> 2 </u> to <u> 3 </u> , incl.
Heating and Ventilating:	" <u> </u>
Plumbing:	" <u> 6 </u>
Electrical:	" <u> </u>
<u> </u>	" <u> </u> to <u> </u> , incl.
<u> </u>	" <u> </u> to <u> </u> , incl.

ADDENDA:

No. <u> </u> Date <u> </u>	No. <u> </u> Date <u> </u>
No. <u> </u> Date <u> </u>	No. <u> </u> Date <u> </u>

2. STATED ALLOWANCES

Pursuant to paragraph 36 of the General Conditions, the contractor shall include the following cash allowances in his proposal:

- (a) For (Page of Specifications) \$
- (b) For (Page of Specifications) \$
- (c) For (Page of Specifications) \$
- (d) For (Page of Specifications) \$
- (e) For (Page of Specifications) \$
- (f) For (Page of Specifications) \$

3. SPECIAL HAZARDS

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

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

As required under paragraph 28 of the General Conditions, the Contractor's Public Liability Insurance and Vehicle Liability Insurance shall be in an amount not less than \$ 100,000.00 for injuries, including accidental death, to any one person, and subject to the same limit for each person, in an amount not less than \$ 300,000.00 on account of one accident, and Contractor's Property Damage Insurance in an amount not less than \$ 100,000.00.

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

5. PHOTOGRAPHS OF PROJECT

As provided in paragraph 50 of the General Conditions, the Contractor will furnish photographs in the number, type, and stage as enumerated below:

6. SCHEDULE OF OCCUPATIONAL CLASSIFICATIONS AND MINIMUM HOURLY WAGE RATES AS REQUIRED UNDER PARAGRAPH 52 OF THE GENERAL CONDITIONS

Given on Pages _____, _____ and _____.

7. BUILDER'S RISK INSURANCE

As provided in the General Conditions, paragraph 28(e), the Contractor will ~~XXXXXX~~ maintain Builder's Risk Insurance (fire and extended coverage) on a (40) percent completed value basis on the insurable portions of the project for the benefit of the Owner, the Contractor, and all subcontractors, as their interests may appear.

*Strike out one.

8. SPECIAL EQUAL OPPORTUNITY PROVISIONS

A. Activities and Contracts Not Subject to Executive Order 11246, as Amended

(Applicable to Federally assisted construction contracts and related subcontracts \$10,000 and under.)

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

- (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- (2) The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) Contractors shall incorporate foregoing requirements in all subcontracts.

B. Executive Order 11246 (contracts/subcontracts above \$10,000)

1. Section 202 Equal Opportunity Clause

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

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but

not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the Rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24,

1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (7) The Contractor will include the provisions of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department 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 Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

2. Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246). (Applicable to contracts/subcontracts exceeding \$10,000.)

- (1) The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
- (2) The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation	Goals for female participation
25.88%	6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or Federally assisted) performed in the covered area. If the Contractor performs construction work in a geographic area located outside of the covered area, it shall apply the goals established for such geographic area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its Federally involved and non-Federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- (3) The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
- (4) As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed, giving the State, county, and city, if any).

3. Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

(1) As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

- (2) Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable

goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

- (3) If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
- (4) The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing contracts in geographical areas where they do not have a Federal or Federally-assisted construction contract shall apply the minority and female goals established for the geographic area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

- (5) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- (6) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- (7) The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

- c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

(8) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort

to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation shall not be a defense for the Contractor's non-compliance.

- (9) A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- (10) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- (11) The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- (12) The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- (13) The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director

shall proceed in accordance with 41 CFR 60-4.8.

(14) The Contactor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number where assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

(15) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

C. Certification of Nonsegregated Facilities (Over \$10,000)

By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that s/he does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and that s/he does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. S/He certifies further that s/he will not maintain or provide for employees any segregated facilities at any of his/her establishments, and s/he will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other

storage or dressing areas, *transportation and housing facilities provided for employees which are segregated on the basis of race, color, religion, or are in fact segregated on the basis of race, color religion, or otherwise. S/He further agrees that (except where s/he has obtained identical certifications from proposed subcontractors for specific time periods) s/he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that s/he will retain such certifications in his/her files; and that s/he will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

D. Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1974, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

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

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

F. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities

- a. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substan-

*parking lots, drinking fountains, recreation or entertainment areas.

tial part by persons residing in the area of the project.

- b. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set fourth in 24 CFR 134, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set fourth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors or subcontractors, its successors and assigns to those

sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

G. Section 504 Handicapped (if \$2,500 or Over)

Affirmative Action for Handicapped Workers

- (a) The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (b) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (c) In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (d) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- (e) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

- (f) The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, 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 Director of the office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

H. Age Discrimination Act of 1975

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.

9. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS

(Applicable to Federally assisted construction contracts and related subcontracts exceeding \$100,000.)

Compliance With Air and Water Acts

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

- (1) A stipulation by the contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
- (2) Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

- (3) A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.
- (4) Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

10. SPECIAL CONDITIONS PERTAINING TO HAZARDS, SAFETY STANDARDS AND ACCIDENT PREVENTION

A. Lead-Based Paint Hazards

(Applicable to contracts for construction or rehabilitation or residential structures)

The construction or rehabilitation of residential structures is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. The Contractor and Subcontractors shall comply with the provisions for the elimination of lead-based paint hazards under Subpart B of said regulations. The owner will be responsible for the inspections and certifications required under Section 35.14(f) thereof.

B. Use of Explosives (Modify as Required)

When the use of explosives is necessary for the prosecution of the work, the Contractor shall observe all local, state and Federal laws in purchasing and handling explosives. The Contractor shall take all necessary precaution to protect completed work, neighboring property, water lines, or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced and the material shall be covered with suitable timber, steel or rope mats.

The Contractor shall notify all owners of public utility property of attention to use explosives at least 8 hours before blasting is done, close to such property. Any supervision or direction of use of explosives by the Engineer, does not in any way reduce the responsibility of the Contractor or his Surety for damages that may be caused by such use.

C. Danger Signals and Safety Devices (Modify as Required)

The Contractor shall make all necessary precautions to guard against damages to property and injury to persons. He shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades and other devices necessary to protect the public. In case the Contractor fails or neglects to take such precautions, the Owner may have such lights and barricades installed and charge the cost of this work to the Contractor. Such action by the Owner does not relieve the Contractor of any liability incurred under these specifications or contract.

WAGE RATE DETERMINATION - SEE ATTACHED

TEXAS COMMUNITY DEVELOPMENT PROGRAM:

DAVIS-BACON ACT/PUBLISHED PREVAILING WAGE RATE
DETERMINATION *

1. Type of Construction:
Commercial _____ Residential _____ Highway/Heavy ✓

2. Applicable Federal Register Dates:

2/17/84

3. Date mailed to contractor*: 3/23/84

* NOTE: Contractor city or county shall call Department ten days prior to bid opening for any sub-contract to verify that any and all prevailing wage rates used in the bid advertisement are still the effective rates for the job classifications requested for its project (i.e., to check if any rates have been superseded since Contractor's original wage rate request).

APPROVED BY: Elizabeth Keith
Elizabeth Keith

DATE: 3/22/84

U. S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION

REQUEST FOR DETERMINATION
AND RESPONSE TO REQUEST

(Davis Bacon Act as Amended
and Related Statutes)

FOR DEPARTMENT
OF LABOR USE

Response To Request

1. Use area determination
issued for this area

2. The attached decision
noted below is applicable
to this project

Decision Number

Date of Decision

Expires

Supersedes Decision Number

Approved

Requesting Officer (typed name and signature)

Director, Community Development Program

Department, Agency, or Bureau

Texas Department of Community Affairs

Phone Number

(512) 443-4100 ext301

Date of Request

March 14, 1984

Est. Advertising Date

April 5, 1984

Est. Bid Opening Date

May 7, 1984

Prior Decision
Number (if any)

Est. \$ Value of Contract

Under 1/2 Mil. 1 to 5 Mil.
 1/2 to 1 Mil. Over 5 Mil.

Type of Work

Bldg. Highway
 Resid. Heavy

Location of Project (city or other description)

Warren

County

Tyler

State

Texas

Address to which wage determination should be mailed. Must be
complete and include ZIP Code. (Print or type)

Randy Blanks, Regional Planner
Deep East Texas Council of Governments
P. O. Drawer 1170
Jasper, Texas 75951

REF: TYLER COUNTY CDP - #00061017083

Wage Survey by Agency Attached

YES NO

Wage Survey by Agency in Progress

YES NO

Description of Work (Be specific) (Print or type)

6.24 miles of roadways to be re-shaped, re-compacted, and re-
surfaced to include numerous roadway and driveway drainage
culverts. An additional road bridge to be constructed at
a creek crossing.

CHECK OR LIST CRAFTS NEEDED
(Attach continuation sheet if needed)

- Asbestos workers
- Boilermakers
- Bricklayers
- Carpenters
- Cement masons
- Electricians
- Glaziers
- Ironworkers
- Laborers (specify classes)
Paving Helpers
- Carpenter Helpers
- Concrete Finishers
- Common Laborers
- Lathers
- Marble & tile setters, terrazzo
workers
- Painters
- Piledrivermen
- Plasterers
- Plumbers
- Roofers
- Sheet metal workers -
- Soft floor layers
- Steamfitters
- Welders--rate for craft -
- Truck drivers -
- Power equipment operators. (Specify)
- Rollers
- Motor Grader
- Bull Dozer
- Back Hoe
- Ditching Machine
- Pneumatic - Tired Roller
- Asphalt Distributor
- Rock Spreader
- Asphalt Paver

(THIS REPLACES FORMS DB-11 & DB-11a)

STANDARD FORM-308-JUNE-1972

U.S. DEPARTMENT OF LABOR

TCDP WAGE RATE DETERMINATION REQUEST

PROJECT NUMBER 00061017083 PHASE _____ OR PARCEL _____LOCATION Warren Community CITY N/A COUNTY TylerESTIMATED COST OF CONSTRUCTION/REMODELING \$ 410,000.00

DESCRIPTION OF PROGRAM ACTIVITY: HOUSING/REHAB MODERNIZATION _____

PUBLIC FACILITIES Road Improvements ECONOMIC DEVELOPMENT _____ OTHER _____

IF REORDER, PRIOR DECISION NUMBER: _____ DATE: _____

DESCRIPTION OF WORK: (BE SPECIFIC) _____

TYPE OF CONSTRUCTION/BUILDING: COMMERCIAL _____ RESIDENTIAL _____ HIGHWAY/HEAVY XTYPE OF MATERIAL IN CONSTRUCTION: FRAME N/A MASONRY N/A OTHER Paving & Bridge Const.NUMBER OF STORIES: N/A NUMBER OF UNITS N/AELEVATOR REQUIRED? N/A

IF DEMOLITION STATE WHETHER: RESIDENTIAL _____ COMMERCIAL _____ NO. OF STORIES _____

PARKING AREA _____ NO. OF SPACES _____ PAVING REQUIRED _____

EXCAVATION _____ LAND CLEARING _____ LANDSCAPING _____

COMMENTS: _____

EST. ADVERTISING DATE April 5, 1984 EST. START OF CONSTRUCTION June 1, 1984APPROXIMATE DATE CONTRACT TO BE AWARDED May 14, 1984PERSON REQUESTING DETERMINATION Randy Blanks, Regional Planner TELEPHONE 409/384-5704AGENCY DEEP EAST TEXAS COUNCIL OF GOVERNMENTSADDRESS P. O. Drawer 1170Jasper, Texas 75951DATE March 14, 1984

REQUEST TO BE FORWARDED TO:
 Department of Community Affairs
 Community Development Division

ATTENTION: Community Development Program
 2015 South IH-35
 Austin, Texas 78711

TELEPHONE: 512/443-4100

Request for a wage determination or a record of a wage decision must be ordered 60 to 90 days prior to start of construction or the award of the contract.

	ZONE 11	ZONE 12	ZONE 13	ZONE 14	ZONE 15
	Basic Hourly Rates	Basic Hourly Rates	Basic Hourly Rates	Basic Hourly Rates	Basic Hourly Rates
Air Tool Man	6.50	6.50	-	-	6.00
Asphalt Heaterman	-	6.00	6.00	-	-
Asphalt Raker	7.60	6.55	5.70	5.25	6.95
Asphalt Shoveler	5.60	5.50	-	-	7.35
Batching Plant Scaleman	7.10	6.35	-	-	8.00
Batterboard Setter	-	-	-	-	-
Carpenter	7.20	7.10	7.00	8.95	8.35
Carpenter Helper	6.05	6.00	6.05	5.25	6.55
Concrete Finisher (Paving)	8.00	6.90	7.55	-	8.20
Concrete Finisher Helper (Paving)	6.85	5.60	6.00	-	6.20
Concrete Finisher (Structures)	7.15	6.80	7.20	7.50	7.75
Concrete Finisher Helper (Structures)	5.90	5.85	5.70	6.75	6.25
Concrete Rubber	6.00	-	5.50	-	6.70
Electrician	10.60	9.00	9.50	-	11.25
Electrician Helper	8.15	-	-	-	7.85
Fireman	5.70	-	-	-	-
Form Builder (Structures)	7.25	6.40	6.35	-	7.35
Form Builder Helper (Structures)	5.95	5.70	5.90	-	5.80
Form Liner (Paving & Curb)	7.15	5.75	7.25	-	8.20
Form Setter (Paving & Curb)	7.45	7.00	6.40	-	7.15
Form Setter Helper (Paving & Curb)	5.95	5.50	-	-	6.50
Form Setter (Structures)	7.00	7.10	7.00	8.20	7.55
Form Setter Helper (Structures)	5.10	5.70	6.75	6.55	6.55
Laborer, Common	4.70	4.85	5.10	4.75	5.30
Laborer, Utility Man	5.20	5.65	5.40	5.35	6.10
Manhole Builder, Brick	7.50	-	-	-	7.15
Mechanic	8.35	8.65	8.00	9.15	8.80
Mechanic Helper	6.55	6.25	-	7.00	7.15
Oiler	6.75	5.80	6.25	5.95	7.00
Serviceman	6.50	6.00	6.00	6.15	7.45
Painter (Structures)	-	-	-	-	-
Painter Helper (Structures)	-	-	-	-	-
Piledriverman	6.00	-	8.00	-	7.00
Pipelayer	6.25	6.15	-	-	6.85
Pipelayer Helper	5.50	5.00	-	-	5.70
Pneumatic Mortarman	-	-	-	-	-
Powderman	7.50	-	-	-	-
Reinforcing Steel Setter (Downing)	6.05	-	-	-	6.50
Reinforcing Steel Setter (Structures)	6.75	5.60	7.00	7.75	7.20
Reinforcing Steel Setter Helper	5.50	4.85	5.10	-	6.10
Steel Worker (Structural)	6.70	5.80	-	-	8.00
Steel Worker Helper (Structural)	6.00	5.00	-	-	6.10
Sign Erector	7.75	6.30	-	-	5.50
Sign Erector Helper	7.05	-	-	-	-
Spreader Box Man	-	6.25	6.15	5.50	7.25

Swamper

Power Equipment Operators:

Asphalt Distributor	6.95	6.65	6.20	5.85	6.60
Asphalt Paving Machine	7.50	6.90	6.55	5.75	7.95
Broom or Sweeper Operator	-	5.25	5.60	-	-
Bulldozer 150 HP & Less	7.00	6.75	6.95	6.75	7.00
Bulldozer over 150 HP	7.85	7.15	7.20	7.05	8.00
Concrete Paving Curing Machine	7.75	6.50	-	-	7.40
Concrete Paving Finishing Machine	7.75	7.50	-	-	8.00
Concrete Paving Joint Machine	-	7.00	-	-	-
Concrete Paving Joint Sealer	-	7.00	-	-	-
Concrete Paving Longitudinal Float	7.75	-	-	-	-
Concrete Paving Saw	6.50	7.00	-	-	7.00
Concrete Paving Spreader	-	-	-	-	8.25
Paving Sub Grader	-	-	-	-	-
Crane, Clamshell, Backhoe, Derrick, Dragline, Shovel (less than 14 CY)	7.30	7.20	7.05	6.50	8.05
Crane, Clamshell, Backhoe, Derrick, Dragline, Shovel (14 CY & Over)	7.70	8.20	8.25	8.60	8.85
Crusher or Screening Plant Operator	6.00	-	-	-	-
Form Loader	-	-	-	-	-
Foundation Drill Operator (Crawler Mounted)	-	8.50	-	-	11.25
Foundation Drill Operator (Truck Mounted)	7.75	-	-	10.25	9.00
Foundation Drill Operator Helper	-	-	-	-	-
Front End Loader (24 CY & Less)	6.70	6.60	6.50	5.90	6.90
Front End Loader (Over 24 CY)	7.50	7.00	6.75	7.85	7.85
Mixer (Over 16 CF)	-	7.00	-	-	6.60
Mixer (16 CF & Less)	-	-	-	-	6.00
Motor Grader Operator, Fine Grade	8.20	8.45	7.75	8.70	8.75
Motor Grader Operator	7.60	7.35	7.10	8.25	7.95
Roller, Steel Wheel (Plant-Mix Pavements)	7.00	5.85	6.15	5.20	6.85
Roller, Steel Wheel (Other-Flat Wheel or Tamping)	6.65	6.30	6.15	5.50	6.00
Roller, Pneumatic (Self-Propelled)	6.30	5.70	6.30	5.55	6.35
Scrapers (17 CY & Less)	6.00	6.50	6.25	6.00	6.75
Scrapers (Over 17 CY)	7.35	6.85	7.00	7.55	7.75
Self-Propelled Hammer	-	-	-	-	-
Side Boom	-	5.45	5.10	-	-
Tractor (Crawler Type) 150 HP & Less	6.00	5.50	6.70	-	6.35
Tractor (Crawler Type) Over 150 HP	7.10	6.50	6.75	-	7.55
Tractor (Pneumatic) 80 HP & Less	-	-	-	-	6.00
Tractor (Pneumatic) Over 80 HP	6.75	-	-	-	-
Traveling Mixer	6.30	5.75	-	6.00	6.25
Trenching Machine, Light	6.00	-	-	-	-

	ZONE 11	ZONE 12	ZONE 13	ZONE 14	ZONE 15
	Basic Hourly Rates	Basic Hourly Rates	Basic Hourly Rates	Basic Hourly Rates	Basic Hourly Rates
Trenching Machine, Heavy	6.90	-	-	-	-
Wagon Drill, Boring Machine or Post Hole Driller Operator	-	-	-	-	8.00
Truck Drivers:					
Single Axle, Light	5.95	5.65	6.00	6.00	6.25
Single Axle, Heavy	6.20	6.00	6.25	6.35	6.70
Tandem Axle or Semi-trailer	6.00	6.30	6.25	-	6.60
Lowboy-Float	6.85	-	6.95	-	7.95
Transit-Mix	6.60	6.75	-	-	7.00
Winch	6.70	-	-	-	-
Welder	7.70	7.50	6.50	-	8.10
Welder Helper	7.00	-	-	-	-

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

	ZONE 16				
	Basic Hourly Rates	Basic Hourly Rates	Basic Hourly Rates	Basic Hourly Rates	Basic Hourly Rates
Air Tool Man	-				
Asphalt Heaterman	7.50				
Asphalt Raker	6.50				
Asphalt Shoveler	-				
Batching Plant Scaleman	-				
Batterboard Setter	-				
Carpenter	8.00				
Carpenter Helper	6.25				
Concrete Finisher (Paving)	9.00				
Concrete Finisher Helper (Paving)	-				
Concrete Finisher (Structures)	8.15				
Concrete Finisher Helper (Structures)	-				
Concrete Rubber	-				
Electrician	-				
Electrician Helper	-				
Fireman	-				
Form Builder (Structures)	7.75				
Form Builder Helper (Structures)	-				
Form Liner (Paving & Curb)	-				
Form Setter (Paving & Curb)	-				
Form Setter Helper (Paving & Curb)	-				
Form Setter (Structures)	7.10				
Form Setter Helper (Structures)	-				
Laborer, Common	6.05				
Laborer, Utility Man	7.00				
Manhole Builder, Brick	-				
Mechanic	10.90				
Mechanic Helper	5.75				
Oiler	-				
Serviceman	-				
Painter (Structures)	7.25				
Painter Helper (Structures)	6.00				
Piledrivermen	-				
Pipelayer	-				
Pipelayer Helper	-				
Pneumatic Mortarman	-				
Powderman	-				
Reinforcing Steel Setter (Paving)	-				
Reinforcing Steel Setter (Structures)	-				
Reinforcing Steel Setter Helper	-				
Steel Worker (Structural)	-				
Steel Worker Helper (Structural)	-				
Sign Erector	-				
Sign Erector Helper	-				
Spreader Box Man	7.50				
Svanper	-				

AREA COVERED BY VARIOUS ZONES

ZONE 1 - Archer, Armstrong, Baylor, Briscoe, Carson, Castro, Childress, Clay, Collingsworth, Dallam, Deaf Smith, Donley, Gray, Hall, Hansford, Hardeman, Hartley, Hemphill, Hutchinson, Lipscomb, Montague, Moore, Ochiltree, Oldham, Parmer, Potter, Randall, Roberts, Sherman, Swisher, Wheeler, Wichita & Wilbarger Counties

DESCRIPTION OF WORK: Heavy (excluding tunnels & dams) and Highway Projects (does not include building structures in rest area projects)

ZONE 2 - Bailey, Borden, Cochran, Cottle, Crosby, Dawson, Dickens, Fisher, Floyd, Foard, Gaines, Garza, Hale, Haskell, Hockley, Jones, Kent, King, Knox, Lamb, Lubbock, Lynn, Motley, Scurry, Shackelford, Stephens, Stonewall, Terry, Throckmorton, Yoakum & Young Counties

DESCRIPTION OF WORK: Heavy (excluding tunnels & dams) and Highway Projects (does not include building structures in rest area projects)

ZONE 3 - Andrews, Brown, Callanan, Coke, Coleman, Comanche, Concho, Crane, Crockett, Eastland, Ector, Erath, Glasscock, Howard, Irion, Kimble, Loving, Martin, McCulloch, Menard, Midland, Mills *, Mitchell, Nolan, Reagan, Runnels, San Saba, Schleicher, Sterling, Sutton, Taylor, Tom Green, Upton, Ward & Winkler Counties

DESCRIPTION OF WORK: Heavy (excluding tunnels & dams) and Highway Projects (does not include building structures in rest area projects)

*Not to be used for work on water or sewage treatment plant or lift/pump stations in Mills County

ZONE 4 - Brewster, Culberson, El Paso *, Hudspeth, Jeff Davis, Pecos, Presidio, Reeves & Terrell Counties

DESCRIPTION OF WORK: Heavy (excluding tunnels & dams), Water & sewer lines and Highway Projects (does not include building structures in rest area projects)

*Not to be used for Heavy Projects in El Paso County

ZONE 5 - Atascosa, Bandera, Bexar, Comal, Dimmit, Edwards, Frio, Guadalupe, Kendall, Kerr, Kinney, LaSalle, Maverick, McMullen, Medina, Real, Uvalde, Val Verde, Wilson & Zavala Counties

DESCRIPTION OF WORK: Heavy (excluding tunnels & dams) and Highway Projects (does not include building structures in rest area projects)

ZONE 6 - Brooks, Cameron, Duval, Hidalgo, Jim Hogg, Kenedy, Starr, Webb, Willacy & Zapata Counties

DESCRIPTION OF WORK: Heavy (excluding tunnels & dams) and Highway Projects (does not include building structures in rest area projects) & Incidental Shore Work

ZONE 7 - Aransas, Bee, Calhoun, DeWitt, Goliad, Jackson, Jim Wells, Karnes, Kleberg, Lavaca, Live Oak, Nueces, Refugio, San Patricio & Victoria Counties

DESCRIPTION OF WORK: Heavy (excluding tunnels & dams) and Highway Projects (does not include building structures in rest area projects) & Incidental Shore Work

ZONE 8 - Austin, Bastrop, Blanco, Burnet, Caldwell, Colorado, Fayette, Gillespie, Gonzales, Hays, Lee, Llano, Mason, Travis & Williamson * Counties

DESCRIPTION OF WORK: Heavy (excluding tunnels & dams) and Highway Projects (does not include building structures in rest area projects)

*Not to be used on work on water or sewage treatment plant or lift pump Stations in Williamson Co

ZONE 9 - Bell, Bosque, Coryell, Falls, Freestone, Hamilton, Hill, Lampasas, Limestone, McLennan & Navarro Counties

DESCRIPTION OF WORK: Heavy (excluding tunnels, dam & work on water or sewage treatment plant or lift/pump stations) and Highway Projects (does not include building structures in rest area projects)

ZONE 10 - Cooke, Denton, Hood, Jack, Johnson, Palo Pinto, Parker, Somervell, Tarrant * and Wise Counties

DESCRIPTION OF WORK: Heavy (excluding tunnels & dams), Water & Sewer Lines and Highway Projects (does not include building structures in rest area projects)

*Not to be used for Heavy Projects in Tarrant County

ZONE 11 - Collin, Dallas, Ellis, Grayson & Rockwall Counties

DESCRIPTION OF WORK: Water & sewer lines & Highway Construction Projects Only

ZONE 12 - Bowie, Camp, Cass, Delta, Fannin, Franklin, Gregg, Harrison, Hopkins, Hunt, Kaufman, Lamar, Marion, Morris, Rains, Red River, Rusk, Smith, Titus, Upshur, Van Zandt & Wood Counties

DESCRIPTION OF WORK: Heavy (excluding tunnels & dams) and Highway Projects (does not include building structures in rest area projects)

ZONE 13 - Anderson, Angelina, Cherokee, Henderson, Houston, Jasper, Macogoches, Newton, Panola, Polk, Sabine, San Augustine, San Jacinto, Shelby, Trinity & Tyler Counties

DECISION NO: TX84-4007

DESCRIPTION OF WORK: Heavy (excluding tunnels & dams) and Highway Projects (does not include building structures in rest area projects) & Incidental Shore Work

ZONE 14 - Brazos, Burleson, Grimes, Leon *, Madison, Milam *, Robertson *, Walker & Washington Counties

DESCRIPTION OF WORK: Heavy (excluding tunnels & dams) and Highway Projects (does not include building structures in rest area projects)

*Not to be used for work on water or sewage treatment plant or lift/pump stations in Leon, Milam & Robertson Cos.

ZONE 15 - Brazoria, Fort Bend, Galveston, Harris, Matagorda, Montgomery, Waller & Wharton Counties

DESCRIPTION OF WORK: Highway Construction Projects Only

ZONE 16 - Chambers, Hardin, Jefferson *, Liberty & Orange * Counties

DESCRIPTION OF WORK: Heavy Projects (excluding tunnels & dams) and Highway Projects (does not include building structures in rest area projects) & Incidental Shore Work

*Not to be used for Heavy Projects & Incidental Shore Work in Jefferson & Orange Cos.

[FR Doc. 84-1128 Filed 2-16-84; 8:45 am]

BILLING CODE 4810-27-C

TCDP WAGE RATE DETERMINATION REQUEST

PROJECT NUMBER 00061017083 PHASE _____ OR PARCEL _____

LOCATION Warren Community CITY N/A COUNTY Tyler

ESTIMATED COST OF CONSTRUCTION/REMODELING \$ 410,000.00

DESCRIPTION OF PROGRAM ACTIVITY: HOUSING/REHAB MODERNIZATION

PUBLIC FACILITIES Road Improvements ECONOMIC DEVELOPMENT _____ OTHER _____

IF REORDER, PRIOR DECISION NUMBER: _____ DATE: _____

DESCRIPTION OF WORK: (BE SPECIFIC) _____

TYPE OF CONSTRUCTION/BUILDING: COMMERCIAL _____ RESIDENTIAL _____ HIGHWAY/HEAVY X

TYPE OF MATERIAL IN CONSTRUCTION: FRAME N/A MASONRY N/A OTHER Paving & Bridge Const.

NUMBER OF STORIES: N/A NUMBER OF UNITS N/A

ELEVATOR REQUIRED? N/A

IF DEMOLITION STATE WHETHER: RESIDENTIAL _____ COMMERCIAL _____ NO. OF STORIES _____

PARKING AREA _____ NO. OF SPACES _____ PAVING REQUIRED _____

EXCAVATION _____ LAND CLEARING _____ LANDSCAPING _____

COMMENTS: _____

EST. ADVERTISING DATE April 5, 1984 EST. START OF CONSTRUCTION June 1, 1984

APPROXIMATE DATE CONTRACT TO BE AWARDED May 14, 1984

PERSON REQUESTING DETERMINATION Randy Blanks, Regional Planner TELEPHONE 409/384-5704

AGENCY DEEP EAST TEXAS COUNCIL OF GOVERNMENTS

ADDRESS P. O. Drawer 1170

Jasper, Texas 75951

DATE March 14, 1984

REQUEST TO BE FORWARDED TO:
Department of Community Affairs
Community Development Division

ATTENTION: Community Development Program
2015 South IH-35
Austin, Texas 78711

TELEPHONE: 512/443-4100

Request for a wage determination or a record of a wage decision must be ordered 60 to 90 days prior to start of construction or the award of the contract.

U. S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION

REQUEST FOR DETERMINATION
AND RESPONSE TO REQUEST

(Davis Bacon Act as Amended
and Related Statutes)

OR DEPARTMENT
= LABOR USE

Response To Request

Use area determination
issued for this area

The attached decision
noted below is applicable
to this project

Decision Number

Date of Decision

Expires

Supersedes Decision Number

Approved

Requesting Officer (typed name and signature)
Director, Community Development Program

Department, Agency, or Bureau

Texas Department of Community Affairs

Phone Number

(512) 443-4100 ext301

Date of Request

March 14, 1984

Est. Advertising Date

April 5, 1984

Est. Bid Opening Date

May 7, 1984

Prior Decision
Number (if any)

Est. \$ Value of Contract

Under 1/2 Mil. 1 to 5 Mil.
 1/2 to 1 Mil. Over 5 Mil.

Type of Work

Bldg. Highway
 Resid. Heavy

Location of Project (city or other description)

Warren

County
Tyler

State
Texas

Address to which wage determination should be mailed. Must be
complete and include ZIP Code. (Print or type)

Randy Blanks, Regional Planner
Deep East Texas Council of Governments
P. O. Drawer 1170
Jasper, Texas 75951

REF: TYLER COUNTY CDP - #00061017083

Wage Survey by Agency Attached

YES NO

Wage Survey by Agency in Progress

YES NO

Description of Work (Be specific) (Print or type)

6.24 miles of roadways to be re-shaped, re-compacted, and re-
surfaced to include numerous roadway and driveway drainage
culverts. An additional road bridge to be constructed at
a creek crossing.

CHECK OR LIST CRAFTS NEEDED
(Attach continuation sheet if needed)

- Asbestos workers
- Boilermakers
- Bricklayers
- Carpenters
- Cement masons
- Electricians
- Glaziers
- Ironworkers
- Laborers, (specify classes)
- Paving Helpers
- Carpenter Helpers
- Concrete Finishers
- Common Laborers
- Lathers
- Marble & tile setters, terrazzo
workers
- Painters
- Piledrivermen
- Plasterers
- Plumbers
- Roofers
- Sheet metal workers-
- Soft floor layers
- Steamfitters
- Welders--rate for craft-
- Truck drivers -
- Power equipment operators. (Specify)
- Rollers
- Motor Grader
- Bull Dozer
- Back Hoe
- Ditching Machine
- Pneumatic - Tired Roller
- Asphalt Distributor
- Rock Spreader
- Asphalt Paver

(THIS REPLACES FORMS DB-11 & DB-11a)

STANDARD FORM 308 JUNE 1972

U.S. DEPARTMENT OF LABOR

TEXAS COMMUNITY DEVELOPMENT PROGRAM:

DAVIS-BACON ACT/PUBLISHED PREVAILING WAGE RATE
DETERMINATION *

1. Type of Construction:
Commercial _____ Residential _____ Highway/Heavy

2. Applicable Federal Register Dates:

2/17/84

3. Date mailed to contractor*: 3/23/84

* NOTE: Contractor city or county shall call Department ten days prior to bid opening for any sub-contract to verify that any and all prevailing wage rates used in the bid advertisement are still the effective rates for the job classifications requested for its project (i.e., to check if any rates have been superseded since Contractor's original wage rate request).

APPROVED BY: *Elizabeth Keith*
Elizabeth Keith

DATE: 3/22/84

TECHNICAL SPECIFICATIONS

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TYLER COUNTY, TEXAS
STREET AND BRIDGE IMPROVEMENTS
Section 01010
SUMMARY OF WORK

PART ONE - GENERAL

1.1 DESCRIPTION

1.1.1 Work Included: Construction of approximately six (6) miles of roadways to be reshaped, recompact, and resurfaces to include numerous roadway and driveway drainage culverts and a road bridge.

1.1.2 Project Site: All construction is in Tyler County in the vicinity of the Warren Community.

1.1.3 Owner: Tyler County, Texas, 100 Courthouse, Woodville, Texas 75979, Attention: Allen Sturrock, County Judge, Telephone: 409-283-2141.

1.1.4 Engineer: Everett Griffith, Jr. and Associates, Inc., P. O. Box 1746, 408 North Third Street, Lufkin, Texas 75901, Attention: Jerry M. Clark, Telephone: 409-634-5528.

1.2 WORK SEQUENCE

Construct work in scheduled phases as coordinated with the Engineer.

1.3 QUALITY ASSURANCE

Perform all work in strict accordance with pertinent requirements of these Specifications and, in the event no such requirements are determined, in conformance with the Engineer's written direction.

PART TWO - PRODUCTS

2.1 Materials to comply with the pertinent Sections of these Specifications.

PART THREE - EXECUTION

3.1 USE OR PREMISES

3.1.1 The Contractor must use public easements for execution of the work. Where specifically shown on plans or directed, State or County Right-of-Way may be used.

3.1.2 The Contractor shall at all times keep the site and structures or facilities thereon, free from accumulations of waste materials, debris, or rubbish caused by his employees or work. At the completion of the work he shall remove from the site all his tools, surplus materials, debris, and shall leave the site clean.

3.1.3 Limit use of site for work and storage to the Project Site as directed.

3.2 OWNER OCCUPANCY

3.2.1 Coordinate with the Engineer in scheduling work in areas of possible interference. Coordinate the schedule and accomplish work requiring utility outages during times that will not hinder the Owner's operations or adjacent landowners.

3.2.2 Provide access for Owner and affected landowners.

3.3 CONSTRUCTION SURVEYING

All surveying required shall be the responsibility of the Contractor.

PART FOUR - MEASUREMENT AND PAYMENT

Not used.

END OF SECTION

PART ONE - GENERAL

1.1 DESCRIPTION

1.1.1 Work Included:

- (1) Throughout the Contract Documents, reference is made to codes and standards which establish qualities and types of workmanship and materials, and which establish methods for testing and reporting on the pertinent characteristics.
- (2) Where materials or workmanship are required by these Contract Documents to meet or exceed the specifically named code or standard, it is the Contractor's responsibility to provide materials and workmanship which meet or exceed the specifically named code or standard.
- (3) It is also the Contractor's responsibility, when so required by the Contract Documents or by written request from the Engineer, to deliver to the Engineer all required proof that the materials or workmanship, or both, meet or exceed the requirements of the specifically named code or standard. Such proof shall be made in the form requested in writing by the Engineer, and generally will be required to be copies of a certified report of tests conducted by a testing agency approved for that purpose by the Engineer.

1.1.2 Related work described elsewhere: Specific naming of codes or standards occurs on the Drawings and in other sections of these specifications.

1.2 QUALITY ASSURANCE

1.2.1 Familiarity with pertinent codes and standards: In procuring all items used in this work, it is the Contractor's responsibility to verify the detailed requirements of the specifically named codes and standards and to verify that the items procured for use in this work meet or exceed the specified requirements.

1.2.2 Rejection of non-complying items: The Engineer reserves the right to reject items incorporated into the work which fail to meet the specified minimum requirements. The Engineer further reserved the right, and without prejudice to other recourse the Engineer may take, to accept non-complying items subject to an adjustment in the Contract Amount as approved by the Engineer and the Owner.

1.2.3 Applicable standards listed in these Specifications include, but are not necessarily limited to, standards promulgated by the following agencies and organizations:

- (1) AASHTO = American Association of State Highway and Transportation Officials, 341 National Press Building, Washington, D.C. 20004.
- (2) ACI = American Concrete Institute, Box 19150, Redford Station, Detroit, Michigan 48219.
- (3) AISC = American Institute of Steel Construction, Inc., 1221 Avenue of the Americas, New York, New York 10020.
- (4) ANSI = American National Standards Institute (successor to USASI and ASA) 1430 Broadway, New York, New York 10018.
- (5) ASTM = American Society for Testing and Materials, 1916 Race Street, Philadelphia, Pennsylvania 19103.
- (6) AWS = American Welding Society, Inc., 2501 N. W. 7th Street, Miami, Florida 33125.
- (7) AWWA = American Water Works Association, Inc., 6666 West Quincy Avenue, Denver, Colorado 80235.
- (8) CRSI = Concrete Reinforcing Steel Institute, 228 North LaSalle Street, Chicago, Illinois 60610.
- (9) CS = Commercial Standard of NBS, U.S. Department of Commerce, Government Printing Office, Washington, D.C. 20402.
- (10) NEC = National Electrical Code (see NFPA).
- (11) NEMA = National Electrical Manufacturers Association, 155 East 44th Street, New York, New York 10017.
- (12) NFPA = National Fire Protection Association, 470 Atlantic Avenue, Boston, Massachusetts 02210.
- (13) SDI = Steel Deck Institute, 135 Addison Avenue, Elmhurst, Illinois 60125.
- (14) SSPC = Steel Structures Painting Council, 4400 5th Avenue, Pittsburgh, Pennsylvania 15213.

- (15) TCA = Tile Council of America, Inc., P. O. Box 326, Princeton,
New Jersey 08540.
- (16) UL = Underwriters' Laboratories, Inc., 207 East Ohio Street,
Chicago, Illinois 60611.
- (17) Fed Specs and Fed Standards
Specifications Sales (3FRI), Bldg, 197, Washington Navy
Yard, General Services Administration, Washington, D.C.
20407.
- (18) MIL-SPECS
Military Specifications, Superintendent of Documents,
U.S. Government Printing Office, Washington, D.C.
20402.
- (19) UBC = Uniform Building Code, International Conference of
Building Officials, 5360 South Workman Mill Road,
Whittier, California 90601.

END OF SECTION

PART ONE - GENERAL

1.1 PRIOR TO BEGINNING WORK

Submit the following items with the signed agreement form as a prerequisite to starting the work. The number of copies required of each submittal is six. The location of information concerning each submittal is referenced.

1.1.1 Performance Bond. Bonding Documents, Contract Forms, General and Supplementary Conditions.

1.1.2 Labor and Material Payment Bond. Bidding Documents, Contract Forms, General and Supplementary Conditions.

1.1.3 Certificate of Insurance. General and Supplementary Conditions.

1.1.4 List of Subcontractors. General and Supplementary Conditions.

1.1.5 Schedule of Values. General Conditions and as specified in the section on Schedule of Values.

1.1.6 Material and Equipment List. Supplementary Conditions and specification sections.

1.1.7 Construction Schedule. General Conditions.

1.2 DURING CONSTRUCTION

During the progress of the work, make the following submittals in a timely manner to prevent any delay in the work.

1.2.1 Work Schedules. Submit progress schedules on the tenth day of each month indicating current progress of the work as related to overall construction schedule. Progress schedules shall be reviewed in conjunction with schedule of values and application for payment to enable Owner to develop cash flow, review percentage complete and monitor progress. Two copies are required.

1.2.2 Shop Drawings, Product Data and Samples. Submit in accordance with the section on Shop Drawings, Product Data and Samples included in Division 1-General Requirements.

1.2.3 Mill Certificates. Submit mill certificates on the following items as required by the specifications sections.

- (1) Reinforcing Steel
- (2) Concrete
- (3) Hot Mix Asphalt Concrete

1.2.4 Application for Payment. Submit applications for Partial Payment as specified in the General and Supplementary Conditions and within the time specified in the agreement.

1.2.5 Change Order Request. A request for Change Order may be submitted to the Engineer whenever a need arises. The request must be in writing and must include sufficient information to assess the need for a change in the work, the contract time, or the contract sum.

1.3 SUBSTITUTIONS

1.3.1 Approval Required:

- (1) The Contract is based on the standards of quality established in the Contract Documents.
- (2) All products proposed for use, including those specified by required attributes and performance, shall require approval by the Engineer before being incorporated into the work.
- (3) Do not substitute materials, equipment, or methods unless such substitution has been specifically approved for this work by the Engineer.

1.3.2 "Or Equal":

- (1) Where the phrase "or equal" or "or equal as approved by the Engineer" occurs in the Contract Documents, do not assume that materials, equipment, or methods will be approved as equal unless the item has been specifically approved for this work by the Engineer.
- (2) The decision of the Engineer shall be final.

1.4 PROJECT CLOSEOUT

With a written Notice of Completion, submit the following items in the proper form as a condition of final acceptance of the work.

1.4.1 Project Record Documents. Submit in accordance with the section on Project Record Documents included in Division 1 - General Requirements.

1.4.2 Guarantees, Warranties and Bonds. As required in the General and Supplementary Conditions and listed in various sections of the specifications.

1.4.3 Certificates of Inspection. Deliver evidence of compliance with requirements of governing authorities and the specifications for the following:

PART TWO - PRODUCTS - (Not Used)

PART THREE - EXECUTION

3.1 IDENTIFICATION OF SUBMITTALS

3.1.1 General: Consecutively number all submittals. Accompany each submittal with a letter of transmittal containing all pertinent information required for identification and checking of submittals.

3.1.2 Internal Identification: On at least the first page of each copy of each submittal, and elsewhere as required for positive identification, clearly indicate the submittal number in which the item was included.

3.1.3 Resubmittals: When material is resubmitted for any reason, transmit under a new letter of transmittal and with a new submittal number.

3.1.4 Submittal Log: Maintain an accurate submittal log for the duration of the Contract, showing current status of all submittals at all times. Make the submittal log available for the Engineer's review upon request.

3.2 COORDINATION OF SUBMITTALS

3.2.1 General: Prior to submittal for approval, use all means necessary to fully coordinate all material including, but not necessarily limited to:

- (1) Determine and verify all interface conditions, catalog numbers, and similar data.
- (2) Coordinate with other trades as required.
- (3) Clearly indicate all deviations from requirements of the Contract Documents.

3.2.2 Grouping of Submittals: Unless otherwise specified, make all submittals in groups containing all associated items to ensure that information is available for checking each item when it is received. Partial submittals may be rejected as not complying with the provisions of the Contract Documents and the Contractor shall be strictly liable for all delays so occasioned.

3.3 TIMING OF SUBMITTALS

3.3.1 General: Make all submittals far enough in advance of scheduled dates for installation to provide all time required for reviews, for securing necessary approvals, for possible revisions and resubmittals, and for placing orders and securing delivery.

3.3.2 Engineers review time: In scheduling, allow at least 10 calendar days for review by the Engineer following his receipt of the submittal.

3.3.3 Delays: Delays caused by tardiness in receipt of submittals will not be an acceptable basis for extension of the contract completion date.

3.4 ENGINEER'S REVIEW

3.4.1 General: Review by the Engineer shall not be construed as a complete check, but only that the general method of construction and detailing is satisfactory. Review shall not relieve the Contractor from responsibility for errors which may exist.

3.4.2 Authority to proceed: The notations "Reviewed, no exceptions noted" or "Reviewed, exceptions noted" authorize the Contractor to proceed with fabrication, purchase, or both, of the items so noted, subject to the revisions, if any, required by the Engineer's review comments.

3.4.3 Revisions: Make all revisions required by the Engineer. If the Contractor considers any required revision to be a change, he shall so notify the Engineer as provided for under "Changes" in the General Conditions. Show each drawing revision by number, date, and subject in a revision block on the drawing. Make only those revisions directed or approved by the Engineer.

3.4.4 Revisions after approval: When a submittal has been reviewed by the Engineer, resubmittal for substitution of materials or equipment will not be considered unless accompanied by an acceptable explanation as to why the substitution is necessary.

END OF SECTION

PART ONE - GENERAL

1.1 DESCRIPTION

1.1.1 Work included:

- (1) The Owner will employ and pay for services of an independent testing laboratory to perform the specified services.
- (2) The cost of preparing and testing, and the cost of other laboratory services required for establishing the concrete mix, and redesigning the mix, if necessary, shall be borne by the Contractor.
- (3) The Contractor shall furnish at his own expense, suitable evidence that all the materials he proposes to incorporate into the work are in accordance with the specifications. Mill tests for reinforcing steel and cement will be acceptable if it is definite that the test sheets apply to the material being furnished. Manufacturer's or supplier's test results will be acceptable for such items as pipe and fittings, when it is definite that the materials being furnished is that to which the test results apply. Should the Contractor fail to provide the above information, the Engineer shall have the right to require tests to be made by the Owner's laboratory to obtain the information and the cost shall be borne by the Contractor.
- (4) In any event, the Engineer may have further tests made by commercial laboratory, or may make tests himself, to insure that the specifications are complied with by the Contractor. Costs of these tests will be borne by the Owner if the products are found to comply, otherwise costs shall be borne by the Contractor.
- (5) Employment of a testing laboratory by the Owner or the Contractor in no way relieves the Contractor of his obligation to perform the work according to the contract.

1.1.2 Related work described elsewhere:

- (1) General Conditions of the Construction Contract. Inspections and testing required by laws, ordinances, rules and regulations or orders of public authorities are the responsibility of the Contractor.

- (2) Specification Sections. Contained in the various specification sections are requirements for certification of products, testing, adjusting and balancing of equipment; and other tests and standards.

1.2 QUALITY ASSURANCE

1.2.1 Qualifications of testing laboratory:

(1) Standards:

- a. Meet "Recommended Requirements for Independent Laboratory Qualification", latest edition, published by American Council of Independent Laboratories.
- b. Meet basic requirements of ASTM E 329, "Standards of Recommended Practice for Inspection and Testing Agencies for Concrete and Steel as Used In Construction.
- c. Submit copy of report of inspection of facilities made by Materials Reference Laboratory of National Bureau of Standards during most recent tour of inspection; with memorandum of remedies of any deficiencies reported by inspection.

(2) Testing Equipment.

- a. Calibrated at maximum 12 month intervals by devices of accuracy traceable to either the National Bureau of Standards or accepted values of natural physical constants.
- b. Submit copy of certificate of calibration, made by accredited calibration agency.

1.3 SUBMITTALS

1.3.1 Proposed testing laboratory: Within 30 days after award of Contract, submit complete data relative to the testing laboratory proposed for this work. Show all data needed for review.

1.3.2 Proposed testing personnel: Accompanying the data required under paragraph 1.3.1 above, submit brief biographies of all personnel the Contractor proposes to employ for testing and inspecting under the Contract.

1.3.3 Schedule for inspecting and testing:

- (1) Accompanying the data required under Paragraph 1.3.1 above, submit the schedule described in Paragraph 2.1 below.

- (2) Accompanying the data required under Paragraph 1.3.1 above, submit the schedule described in Paragraph 2.1 below.
- (3) Submit proposed revised schedules in adequate time to permit proper rescheduling of the Engineer's activities in connection with inspection and tests.

PART TWO - PRODUCTS

2.1 SCHEDULE FOR INSPECTING AND TESTING

2.1.1 General: Prepare a master schedule of all items to be inspected and all items to be tested. By coordination with the construction schedule, establish tentative dates for each activity.

2.1.2 Engineer's review: Submit this data in preliminary form for the Engineer's review. Meet with the Engineer as required to arrive at mutually acceptable revisions.

2.1.3 Revisions:

- (1) Maintain the schedule for testing and inspecting to accurately reflect progress of the work.
- (2) Do not decrease the inspecting and testing activity without written permission from the Engineer.

2.2 TESTING LABORATORY FACILITIES

Provide all testing laboratory facilities required to satisfactorily perform the testing required under pertinent other sections of these specifications and within the increments of time essential to timely completion of the work.

PART THREE - EXECUTION

3.1 DUTIES OF THE TESTING LABORATORY

3.1.1 Cooperate with the Engineer and Contractor; provide qualified personnel promptly on notice.

3.1.2 Perform specified inspections, sampling and testing of materials and methods of construction:

- (1) Comply with specified standards; ASTM, other recognized authorities, and as specified.

(2) Ascertain compliance with requirements of the contract documents.

3.1.3 Promptly notify the Engineer and Contractor of irregularities or deficiencies of work which are observed during performance of services.

3.1.4 Prepare and distribute reports of inspections and tests within 3 days of test completion or weekly on continuous work as follows:

- (1) Engineer: 3 copies.
- (2) Contractor: 2 copies.
- (3) Owner: 1 copy.

3.1.5 Include the following information for each test as well as additional data specified in the applicable section.

- (1) Date of Test.
- (2) Location of test.
- (3) Specified standards.
- (4) Test results.
- (5) Remarks.

3.1.6 The laboratory is not authorized to:

- (1) Release, revoke, alter, or enlarge on requirements of the contract documents.
- (2) Approve or accept any portion of the work.
- (3) Perform any duties of the Contractor.

3.2 CONTRACTOR'S RESPONSIBILITIES

3.2.1 Cooperate with laboratory personnel; provide access to the work or to manufacturer's operations.

3.2.2 Provide to laboratory, preliminary representative samples of materials to be tested, in required quantities.

3.2.3 Furnish copies of mill test reports.

3.2.4 Furnish labor and equipment:

- (1) To provide access to the work to be tested.
- (2) To obtain and handle samples at the site.
- (3) To facilitate inspections and tests.
- (4) For laboratory's exclusive use for storage and curing of test samples.

3.2.5 Notify the laboratory at least 48 hours in advance of operation to allow for his assignment of personnel and scheduling of tests.

3.2.6 Arrange with the laboratory and pay for additional samples and tests required for the Contractor's convenience.

PART FOUR - MEASUREMENT AND PAYMENT

4.1 PAYMENT

The Owner will employ and pay for services of an independent testing laboratory to perform specified testing, unless the test fails then the cost shall be paid by the Contractor.

END OF SECTION

PART ONE - GENERAL

1.1 DESCRIPTION

1.1.1 Work Included: The Contractor is responsible for cleaning and adjusting the work. If the Contractor fails to clean and adjust the work, the Owner may do so and charge the resulting costs to the Contractor.

1.1.2 Related work described elsewhere: In addition to standards described in this section, comply with all requirements for cleaning up as described in various other sections of these specifications.

1.2 QUALITY ASSURANCE

Inspection: Conduct daily inspection, and more often if necessary, to verify that requirements of cleanliness are being met.

1.3 REQUIREMENTS OF REGULATORY AGENCIES

1.3.1 Fire Protection: Store volatile waste in covered metal containers and remove from premises daily.

1.3.2 Pollution Control: Conduct cleaning and disposal operations in compliance with local ordinances and antipollution laws.

- (1) Burning and burying of rubbish and materials on the project site is not permitted.
- (2) Disposal of volatile fluid wastes and other chemical wastes in storm or sanitary sewer systems or into streams or waterways is not permitted.

1.3.3 Safety Standards. Maintain the project in accordance with insurance and governmental safety standards.

PART TWO - PRODUCTS

2.1 CLEANING MATERIALS AND EQUIPMENT

Provide all required personnel, equipment, and materials needed to maintain the specified standard of cleanliness.

2.2 COMPATIBILITY

Use only the cleaning materials and equipment which are compatible with the surface being cleaned, as recommended by the manufacturer of the material or as approved by the Engineer.

PART THREE - EXECUTION

3.1 PROGRESS CLEANING

3.1.1 General:

- (1) Retain all stored items in an orderly arrangement allowing maximum access, not impeding drainage or traffic, and providing the required protection of materials.
- (2) Do not allow the accumulation of scrap, debris, waste material, and other items not required for construction of this work.
- (3) At least twice each month, and more often if necessary, completely remove all scrape, debris, and waste material from the job site.
- (4) Provide adequate storage for all items awaiting removal from the job site, observing all requirements for fire protection and protection of the ecology.

3.1.2 Site:

- (1) Daily, and more often if necessary, inspect the site and pick up all scrap, debris, and waste material. Remove all such items to the place designated for their storage.
- (2) Weekly, and more often if necessary, inspect all arrangements of materials stored on the site; restack, tidy, or otherwise service all arrangements to meet the requirements of subparagraph 3.1.1(1) above.
- (3) Maintain the site in a neat and orderly condition at all times.

3.1.3 Structures:

- (1) Weekly, and more often if necessary, inspect the structures and pick up all scrap, debris, and waste material. Remove all such items to the place designated for their storage.

- (2) As required preparatory to installation of succeeding materials, clean the structures or pertinent portions thereof to the degree of cleanliness recommended by the manufacturer of the succeeding material, using all equipment and materials required to achieve the required cleanliness.

3.2 FINAL CLEANING AND ADJUSTING

3.2.1 Definition: Except as otherwise specifically provided, "clean" (for the purpose of this Article) shall be interpreted as meaning the level of cleanliness generally provided by skilled cleaners using commercial quality building maintenance equipment and materials.

3.2.2 General: Prior to completion of the work, remove from the job site all tools, surplus materials, equipment, scrap, debris, and waste. Conduct final progress cleaning as described in Article 3.1 above.

3.2.3 Site: Unless otherwise specifically directed by the Engineer, broom clean all paved areas on the site and all public paved areas directly adjacent to the site. Completely remove all resultant debris.

3.2.4 Adjacent Areas: To the Owner's satisfaction, clean or repair adjacent areas affected by the construction. Remove debris in the adjacent area. Repair, patch and touch-up marred surfaces to match adjacent finishes.

3.2.5 Timing: Schedule final cleaning as approved by the Engineer to enable the Owner to accept a completely clean project.

3.3 CLEANING DURING OWNER'S OCCUPANCY

Should the Owner occupy the work or any portion thereof prior to its completion by the Contractor and acceptance by the Owner, responsibilities for interim and final cleaning and adjusting of the occupied spaces shall be as determined by the Engineer in accordance with the General Conditions of the Contract.

END OF SECTION

PART ONE - GENERAL

1.1 DESCRIPTION

1.1.1 Work included: Prepare and maintain record documents for the project to accurately reflect the construction as built. Documents must be submitted at work completion as a condition of final acceptance.

1.2 QUALITY ASSURANCE

1.2.1 General: Delegate the responsibility for maintenance of Record Documents to one person on the Contractor's staff as approved in advance by the Engineer.

1.2.2 Accuracy of records: Thoroughly coordinate all changes within the Record Documents, making adequate and proper entries on each page of Specifications and each sheet of Drawings and other Documents where such entry is required to properly show the change. Accuracy of records shall be such that future search for items shown in the Contract Documents may reasonably rely on information obtained from the approved Record Documents.

1.2.3 Timing of entries: Make all entries within 24 hours after receipt of information.

1.3 SUBMITTALS

1.3.1 General: The Engineer's approval of the current status of Record Documents will be a prerequisite to the Engineer's approval of requests for progress payment and request for final payment under the Contract.

1.3.2 Progress submittals: Prior to submitting each request for progress payment, secure the Engineer's approval of the Record Documents as currently maintained.

1.3.3 Final submittal: Prior to submitting request for final payment, submit the final Record Documents to the Engineer and secure his approval.

1.4 PRODUCT HANDLING

Use all means necessary to maintain the job set of record documents completely protected from deterioration and from loss and damage until completion of the work and transfer of the recorded data to the final record documents. In the event of loss of recorded data, use all means necessary to secure the data to the Engineer's approval; such means shall include, if necessary in the opinion of the Engineer, removal and replacement of concealing materials and, in such case, all replacements shall be to the standards originally specified in the contract documents.

PART TWO - PRODUCTS

2.1 RECORD DOCUMENTS

2.1.1 Job set: Promptly following award of contract, secure from the Engineer, at no charge to the Contractor, one complete set of all documents comprising the contract.

2.1.2 Final record documents: At a time near the completion of the work, furnish to the Owner the job set so that "As-Built" drawings may be prepared.

PART THREE - EXECUTION

3.1 MAINTENANCE OF RECORD DOCUMENTS

3.1.1 Maintenance at the job site, one copy of:

- (1) Contract drawings.
- (2) Specifications.
- (3) Addenda.
- (4) Change orders and field orders.
- (5) Other contract modifications.
- (6) Field test records.
- (7) Correspondence.

3.1.2 Store record documents in the temporary field office apart from documents used for construction. Do not use record documents for construction purposes. Provide files and racks for orderly storage. Maintain documents clean, dry, legible condition. Make documents available at all times for inspection by the Engineer.

3.2 MARKING DEVICES

Mark all changes with permanent red ink pen.

3.3 RECORDING

3.3.1 Keep record documents current. Do not permanently conceal any work until required information has been recorded.

3.3.2 Label each document "PROJECT RECORD" in 2-inch high printed letters. Legibly mark contract drawings to record actual construction:

(1) Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements.

(2) Location of internal utilities and appurtenances referenced to permanent surface improvements.

(3) Field changes of dimension and detail.

(4) Changes made by change order or field order.

(5) Details not on original contract drawings.

3.3.3 Legibly mark specifications and addenda to record:

(1) Manufacturer, trade name, catalog number and supplier of each product and item of equipment actually installed.

(2) Changes made by change order or field order.

(3) Other matters not originally specified.

3.4 CONVERSION OF SCHEMATIC LAYOUTS

3.4.1 In most cases on the drawings, arrangement of conduits and circuits, piping, ducts, and other similar items, is shown schematically and is not intended to portray precise physical layout. Final physical arrangement is as determined by the Contractor, subject to the Engineer's approval. However, design of future modifications of the facility may require accurate information as to the final physical arrangement of items which are shown only schematically on the drawings.

3.4.2 Show on the job set of record drawings, by dimension accurate to within 1", the centerline of each run of items such as are described herein. Clearly identify the item by accurate note such as "cast iron drain", "galv.

water", etc. Show, by symbol or note, the vertical location of the item ("under slab", "in ceiling plenum", "exposed", etc.). Make all identification sufficiently descriptive that it may be related reliable to the specifications.

3.4.3 The Engineer may waive the requirements for conversion of schematic data where, in the Engineer's judgment, such conversion serves no beneficial purpose. However, do not rely upon waivers being issued except as specifically issued in writing by the Engineer.

3.4.4 Timing of entries: Be alert to changes in the work from how it is shown in the contract documents. Promptly, and in no case later than 24 hours after the change has occurred and been made known to the Contractor, make the entry or entries required.

3.5 FINAL RECORD DOCUMENTS

3.5.1 General: The purpose of the final record documents is to provide factual information regarding all aspects of the work, both concealed and visible, to enable future modification of design to proceed without lengthy and expensive site measurement, investigation, and examination.

3.5.2 Submittal:

(1) At project completion, deliver job set to the Engineer. Place all letter-sized material in a three-ring binder, neatly indexed. Bind contract drawings and shop drawings in rolls of convenient size for ease of handling.

(2) Accompany the submittal with a transmittal letter in duplicate, containing:

- a. Date.
- b. Project title and number.
- c. Contractor's name and address.
- d. Title and number of each record document.
- e. Certification that each document as submitted is complete and accurate.
- f. Signature of Contractor.

(3) Review and approval: Submit the completed total set of record documents to the Engineer. Participate in review meeting or meetings as required by the Engineer, make all required changes in the record documents, and promptly deliver the final record documents to the Engineer.

3.6 CHANGES SUBSEQUENT TO ACCEPTANCE

The Contractor shall have no responsibility for recording changes in the work subsequent to acceptance of the work by the Owner, except for changes resulting from replacements, repairs, and alterations made by the Contractor as part of his guarantee.

END OF SECTION



**DIVISION 2
SITWORK**

PART ONE - GENERAL

1.1 DESCRIPTION

1.1.1 Work Included: The removal and disposal of trees, stumps, brush, roots, vegetation, logs, rubbish, and other objectionable matter within right-of-ways or other "designated areas".

PART TWO - PRODUCTS

2.1 EQUIPMENT AND MATERIALS

The Contractor may use equipment and materials necessary to properly complete clearing and grubbing.

PART THREE - EXECUTION

3.1 GENERAL

3.1.1 Construction Methods: The entire area of construction plus any additional "designated areas" shown on the plans shall be cleared and grubbed of all trees, stumps, brush, logs and rubbish. All stumps and roots shall be removed to a depth of two (2) feet below finish grade or subgrade elevation.

3.1.2 Clearing: Clearing and grubbing shall consist of the removal and disposal of trees, stumps, brush, roots, vegetation, logs, rubbish and other objectionable materials within the project site.

3.1.3 Grubbing: Remove stumps and roots to depth of 2 feet below existing elevation.

3.2 PROTECTION

3.2.1 Protection of Existing Utilities

It shall be the responsibility of the Contractor to verify the existence and location of all underground utilities and structures along the route of the work. The omission from or the inclusion of utility locations on the plans shall not be considered as the non-existence of or a definite location of the existing underground utilities and structures.

The Contractor shall take the necessary precautions to protect all existing utilities and structures from damage due to his operations. Any damage to the utilities and structures due to the Contractor's operations shall be repaired, to a condition equal or better prior to the damage, at the Contractor's entire expense.

3.2.2 Protection of Trees, Plants, Shrubbery, etc.

Where trees, plants, shrubbery, etc., are adjacent to the lines of the work and are not to be removed and replaced, the Contractor shall protect such trees, plants, shrubbery, etc., by substantial wooden boxes and guards and shall not permit machinery or employees to scrape, tear the limbs from, or damage, or attach guy cables to them, and if, in the opinion of the Engineer, such trees, plants, shrubbery, etc., would be damaged by machinery, etc., hand excavation may be required. The Contractor shall be responsible for all unauthorized cutting or damaging of trees and shrubs, including damage due to careless operation of equipment, stockpiling of material or tracking of grass area by equipment.

Care shall be taken by the Contractor in felling trees authorized for removal or avoid any unnecessary damage to vegetation that is to remain in place. Any limbs or branches of trees broken during such operations, shall be trimmed with a clean cut and painted with an approved tree pruning compound if required by the Engineer. The Contractor shall be liable for or may be required to replace or restore at his own expense all vegetation not protected and preserved as required herein that may be destroyed or damaged.

3.3 FINAL CLEANUP

Upon completion of the work and before acceptance and final payment, the Contractor shall remove rubbish, unused materials and temporary structures from the limits of the project and restore, in a manner acceptable to the Engineer, all property both public and private that has been damaged during the prosecution of the work, and shall level and grade all portions of the work where the surface of the natural ground or street surface has been disturbed during construction and shall leave the site of the work in a neat and presentable condition, free from ruts or holes.

Material cleared from the limits of the project shall not be deposited on adjacent property unless prior approval is obtained from the property owner involved.

Unless otherwise specified, cleared and grubbed material becomes property of the Contractor, to be removed from the work site or disposed of in manner not to damage the Owner. Burning of cleared and grubbed material on the Owner's property is not permitted.

3.4 INSPECTION

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

PART FOUR - MEASUREMENT AND PAYMENT

4.1 Measurement

Measurement of this item will be measured by the per acre unit.

4.2 Payment

Payment shall be made at the contract price for the appropriate bid item and shall constitute full compensation for all labor, equipment, machinery, materials, and other incidentals necessary to complete the work included in this section.

END OF SECTION

PART ONE - GENERAL

1.1 DESCRIPTION

1.1.1 Work Included:

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

1.1.2 Related Work:

- (1) Testing Laboratory Services (Section 01410)
- (2) Clearing and Grubbing (Section 02102)
- (3) Embankment (Section 02212)
- (4) Structural Excavation and Backfill (Section 02222)

1.2 EXISTING UTILITIES

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

1.3 CLASSIFICATIONS

The following are brief definitions of classification of earthwork.

- 1.3.1 Topsoil: Top 4 inches of natural surface soil possessing the characteristics of representative soils on the site that produce growths of grass on other vegetation. Top soil does not include grasses and other vegetation.

1.3.2 Subgrade: Consists of that portion of the surface on which a compacted embankment or pavement is constructed.

1.3.3 Compacted Embankment: Earth fill placed and compacted between the top of compacted subgrade and underside of pavement and fill areas adjacent to paving within limits shown on Typical Cross Sections.

1.3.4 Borrow: Material taken from designated areas to make up any deficit of excavated material.

1.3.5 Finish Grading: Operations required for smoothing disturbed areas that are not overlaid with pavement.

1.3.6 Stripping of Ground Surface: All vegetation, all decayed vegetable matter, rubbish and other unsuitable material within the areas to be graded, not removed by clearing, shall be stripped or otherwise removed to ground level before grading or other earthwork is started. In no case will such material be allowed to remain in or on the areas to be graded.

1.3.7 Excavation: After all necessary stripping has been done, excavation of every description and of whatever substances encountered within the grading limits of the project shall be performed to the lines and grades indicated on the drawings.

1.3.8 Compaction: Compaction of soil materials shall be measured as a percent of Modified Proctor Density as determined by the ASTM D 1557 procedure.

PART TWO - PRODUCTS

2.1 EQUIPMENT

Use only equipment that has been approved for this project.

2.1.1 Grading Equipment: Furnish, operate and maintain such equipment as is necessary to produce uniform layers, section and smoothness of grade for compaction of drainage.

2.1.2 Tamping Rollers:

- (1) Use tamping rollers with one or more cylindrical drums. Each cylinder must be at least 48 inches long and 40 inches in diameter.
- (2) The minimum weight per lineal foot of drum length must be 1500 pounds weighted and 1000 pounds empty.

- (3) For tamping rollers with multiple cylinders, each cylinder must rotate independently and the cylinders must be pivoted on the main frame so that the units can adapt to irregularities in the ground surface.
- (4) On each cylinder provide approximately 2.7 tamping feet per square foot of drum surface. Stagger the feet uniformly over the cylinder surface. Each foot should have a face area between 5 and 7 square inches and a clear projection from the cylinder surface of 7 to 9 inches. Equip each unit with device for cleaning the feet as the cylinders.
- (5) Use a crawler tractor with sufficient power to pull the tamping roller at a speed of approximately 3.0 miles per hour.

2.1.3 Rubber Tire Rollers:

- (1) Use rubber tire rollers having two axles and not less than a total of nine wheels with pneumatic tires.
- (2) Mount the wheels so that the rear tires will not follow in the tracks of the forward tires and so the unit will give uniform compaction over the entire width of coverage.
- (3) Mount the axles in a rigid frame with a loading platform or body suitable for being ballasted to a specified gross weight between 10 and 50 tons loading. The engineer will specify the tire inflation and gross weight.
- (4) If the roller is not self-propelled, the towing equipment must also have pneumatic tires.

2.1.4 Sprinkling Equipment: Use tank trucks, pressure distributors, or other equipment designed to apply water uniformly and in controlled quantities to variable surface widths.

2.1.5 Miscellaneous Equipment: Scarifiers, disks, spring tooth or spike tooth harrows, earth hauling equipment, and other equipment must be suitable for construction of fills.

2.2 EARTH FILL

2.2.1 Source: Obtain embankment fill from required excavation or, if excavated material is not sufficient, from borrow areas designated by the engineer.

2.2.2 Suitability: Use the best material available from excavation or borrow. Suitability of fill material is subject to the engineer's approval.

2.2.3 Quality: Fill material must be free from excessive silts. Do not use soil containing brush, roots, sod or similar perishable material.

2.2.4 Plasticity Index: Embankment material must have a plasticity index less than 20.

PART THREE - EXECUTION

3.1 REMOVAL OF TOPSOIL

Remove topsoil within limits of the site and stockpile the topsoil as determined by owner's job site representative for future distribution. Protect stockpiled topsoil from other excavated materials.

3.2 EXCAVATION

3.2.1 Objective: As shown on the drawings, excavate to lines, grades and elevations required for subsequent construction of embankments or pavement. Remove materials within the indicated limits and dispose as directed.

3.2.2 Drainage: During excavation maintain grades for complete drainage. When directed, install temporary drains or drainage ditches to intercept or divert surface water and prevent interference or delay of the work.

3.3.3 Stockpiling: If at time of excavation it is not possible to place material in the proper section of permanent construction, stockpile the material in approved areas as specified by owner's job site representative for later use.

3.3.4 Stone or Rock: Stones or rock fragments larger than 2 inches in their greatest dimension will not be permitted in top 6 inches of subgrade.

3.3.5 Dressing: Uniformly dress cut and fill slopes to slope, cross section and alinement, as shown.

3.3 SUBGRADE UNDER PAVEMENTS

After excavation is made to subgrade lines under proposed pavements, remove and replace soft or undesirable material with select material as specified for embankments. Stabilize and compact the subgrade as stated in the plans.

3.4 TREATMENT OF NATURAL SUBGRADE UNDER EMBANKMENTS

3.4.1 After excavation is made to lines under proposed embankments, remove soft or undesirable material to a depth determined by the Engineer. Break down sides of holes or depressions to flatten the slopes.

3.4.2 Fill each depression with the appropriate soil for the materials to be placed on the subgrade. Place the fill in layers moistened and compacted as specified in this section.

3.4.3 Compact the surface of the embankment subgrade as specified in the following paragraphs.

3.4.4 Take care to prepare the embankment so that planes of seepage or weakness are not induced. Should the Engineer suspect such a deficiency, the material must be thoroughly broken and recompactd before proceeding with construction.

3.5 PLACING EMBANKMENT FILL

3.5.1 Inspection of Subgrade: Do not place fill on any part of the embankment subgrade until the subgrade preparation has been inspected by the Engineer.

3.5.2 Removing Debris: During the dumping and spreading process, remove all roots, stones and debris that is uncovered in the embankment material.

3.5.3 Spreading Fill: After dumping, spread the material in horizontal layers over the entire fill area. The thickness of each layer before compaction must not exceed 8 inches unless otherwise directed. As soon as possible after placement begins, crown the surface to drain freely and maintain such conditions throughout construction.

3.5.4 Attaining Proper Bond: If the compacted surface of a layer is too smooth to bond with succeeding layers, loosen the surface by harrowing or other approved method before continuing the work.

3.5.5 Embankment Stabilization: Stabilize and compact the top 6 inches of embankment fills under pavement sections as specified in the plans.

3.6 MOISTURE CONTROL

3.6.1 Intent: Developing the maximum density obtainable with the natural moisture of the embankment material is preferred. However, the moisture content must not vary from the optimum, as determined by ASTM D 1577 by more than 3 percent or less than 1 percent.

3.6.2 Adjustment: If the moisture content is too high, adjust to within the specified limits by spreading the material and permitting it to dry. Assist the drying process by discing or harrowing if necessary. When the material is too dry, sprinkle each layer with water. Work the moisture into the soil by harrowing or other approved method.

3.7 COMPACTION

Compact each layer of embankment with suitable rollers as necessary to secure a minimum of 95 percent Modified Proctor Density within the specified range of the moisture content, according to ASTM D 1577.

3.8 DISTRIBUTION OF TOPSOIL

3.8.1 Preparation:

- (1) Prior to placing topsoil, scarify the subgrade to a depth of 2 inches to provide effective bonding of the topsoil with the subgrade. Use a chisel plow with the chisels sets 10 inches apart.
- (2) Shape all areas designated for grading, including cut and fill areas, to receive a minimum of 4 inches of topsoil.
- (3) In areas that require only blading and dressing, the adequacy of existing topsoil will be determined by the engineer.

3.8.2 Placement:

- (1) Do not haul or place wet topsoil. Also prohibited is placement of topsoil on a subgrade that is excessively wet, extremely dry, or in a condition otherwise detrimental to proper grading or proposed planting.
- (2) Distribute topsoil uniformly and spread evenly to an average thickness of 4 inches. Do not compact topsoil. Correct irregularities in the surface to prevent formation of depressions where water could stand.
- (3) Perform the spreading operation so that planting can proceed with little additional tillage or soil preparation. Leave the area smooth, suitable for lawn planting.

3.8.3 Maintenance: Where any portion of the surface becomes eroded or otherwise damaged, repair the affected area to establish the condition and grade prior to topsoil placement; then replace topsoil.

3.9 MATERIAL DISPOSAL

3.9.1 Excess Material: Remove excess excavated material and excess topsoil from the area before substantial completion. Stockpile materials separately in areas as designated by owner's job site representative that will be within 500 yards of the project site.

3.9.2 Waste Material: Dispose of waste material without causing expense or damage to the owner. The owner's waste disposal site may be used for prescribed waste material.

3.10 TESTING

3.10.1 Laboratory Services: Contractor will appoint a commercial testing laboratory and payment shall be by contractor as outlined in the section on Testing Laboratory Services. Laboratory will:

- (1) Prepare optimum moisture/density relationship for subgrade.
- (2) Make density tests to determine degree of compaction for subgrade.
- (3) Make comments and recommendations on the test results.

3.10.2 Existing Soil Tests: (See Attached)

PART FOUR - MEASUREMENT AND PAYMENT

Payment for earthwork shall be by the unit price bid per cubic yard of excavated material. Measurement and payment of excavation for additions and deletions will be measured by number of cubic yards of excavated material measured in its original position by average end areas method. Excavation will be estimated to bottom of proposed pavement section and no material below this line or below finished slopes shown on drawings or outside of vertical planes 2 feet beyond back of curbs will be included unless specifically ordered by engineer. Excavation required to remove soft or spongy material from subgrade will be measured by cubic yard of material removed below top of subgrade.

END OF SECTION

KEY TO SOIL CLASSIFICATIONS AND SYMBOLS

UNIFIED SOIL CLASSIFICATION SYSTEM (1)

Major Divisions	Letter	Symbol	Color	Name	TERMS CHARACTERIZING SOIL STRUCTURE (2)
COARSE GRAINED SOILS	GRAVEL AND GRAVELLY SOILS	GW	RED	Well-graded gravels or gravel-sand mixtures, little or no fines	SLICKENSIDED—having inclined planes of weakness that are slick and glossy in appearance
		GP		Poorly-graded gravels or gravel-sand mixtures, little or no fines	FISSURED—containing shrinkage cracks, frequently filled with fine sand or silt; usually more or less vertical.
		GM	YELLOW	Silty gravels, gravel-sand-silt mixtures	LAMINATED (VARVED)—composed of thin layers of varying color and texture, usually grading from sand or silt at the bottom to clay at the top
		GC		Clayey gravels, gravel-sand-clay mixtures	CRUMBLY—cohesive soils which break into small blocks or crumbs on drying.
	SAND AND SANDY SOILS	SW	RED	Well-graded sands or gravelly sands, little or no fines	CALCAREOUS—containing appreciable quantities of calcium carbonate, generally nodular.
		SP		Poorly-graded sands or gravelly sands, little or no fines	WELL GRADED—having wide range in grain sizes and substantial amounts of all intermediate particle sizes.
		SM	YELLOW	Silty sands, sand-silt mixtures	POORLY GRADED—predominantly of one grain size (uniformly graded) or having a range of sizes with some intermediate size missing (gap or skip graded).
		SC		Clayey sands, sand-clay mixtures	
FINE GRAINED SOILS	SILTS AND CLAYS LL < 50	ML	GREEN	Inorganic silts and very fine sands, rock flour, fine sandy silts, gravelly silts or clayey silts with slight plasticity	M/C=15—Natural moisture content in percent.
		CL		Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays	$\gamma_d = 95$ —Dry unit weight in lbs/cuft.
		OL		Organic silts and organic silt-clays of low plasticity	Qu=1.23—Unconfined compression strength in tons/sq ft.
	SILTS AND CLAYS LL > 50	MH	BLUE	Inorganic silts, micaceous or diatomaceous fine sandy or silty soils, elastic silts	Qc=1.68 (21 psi)—Confined compression strength at indicated lateral pressure.
		CH		Inorganic clays of high plasticity, fat clays	SI-21-30—Liquid limit, Plastic limit, and Plasticity index.
		OH		Organic clays of medium to high plasticity, organic silts	30% FINER—Percent finer than No. 200 mesh sieve.
HIGHLY ORGANIC SOILS	PI	ORANGE	Peat and other highly organic soils	30 B/F—Blows per foot, standard penetration test.	
					▽—Ground water table.

- SYMBOLS FOR TEST DATA**
- M/C=15—Natural moisture content in percent.
 - $\gamma_d = 95$ —Dry unit weight in lbs/cuft.
 - Qu=1.23—Unconfined compression strength in tons/sq ft.
 - Qc=1.68 (21 psi)—Confined compression strength at indicated lateral pressure.
 - SI-21-30—Liquid limit, Plastic limit, and Plasticity index.
 - 30% FINER—Percent finer than No. 200 mesh sieve.
 - 30 B/F—Blows per foot, standard penetration test.
 - ▽—Ground water table.

TERMS DESCRIBING CONSISTENCY OF SOIL (2)

COARSE GRAINED SOILS		FINE GRAINED SOILS		
DESCRIPTIVE TERM	NO. BLOWS/FT. STANDARD PEN. TEST	DESCRIPTIVE TERM	NO. BLOWS/FT. STANDARD PEN. TEST	UNCONFINED COMPRESSION TONS PER SQ. FT.
Very loose	0-4	Very Soft	< 2	< 0.25
Loose	4-10	Soft	2-4	0.25-0.50
Firm (medium)	10-30	Plastic (med. stiff)	4-8	0.50-1.00
Dense	30-50	Stiff	8-15	1.00-2.00
Very Dense	over 50	Very Stiff	15-30	2.00-4.00
		Hard	over 30	over 4.00

Field classification for "Consistency" is determined with a 0.25" diam. penetrometer.

SAMPLER TYPES



Shelby Tube



Rock Core



Split Spoon



Auger



No Recovery

1—From Waterways Experiment Station Technical Memorandum No. 3-387
 2—From "Soil Mechanics in Engineering Practice" by Terzaghi and Peck

LOG OF BORING NO. 6

PROJECT: Tyler County Streets
Warren, Texas

JOB NO. 146-84

LOCATION: See Plan of Borings

TYPE: Auger

DATE: 1-25-84

DEPTH (ft.)	SYMBOL	SAMPLES	STANDARD PENETROMETER (blows/ft.)	HAND PENETROMETER (tons/ft. ²)	DEPTH TO WATER:	ELEV.
					STRATUM DESCRIPTION	
					GROUND ELEV.	
1					1.0'	Dark gray and tan silty fine sand with gravel (SM)
2						Red and tan sandy clay with gravel (CL)
3					3.0'	Bottom of Boring @ 3.0'

LOG OF BORING NO. 5

PROJECT: Tyler County Streets
Warren, Texas

JOB NO. 146-84

LOCATION: See Plan of Borings

TYPE: Auger

DATE: 1-25-84

DEPTH (ft.)	SYMBOL	SAMPLES	STANDARD PENETROMETER (blows/ft.)	HAND PENETROMETER (tons/ft ²)	DEPTH TO WATER:	ELEV.
					STRATUM DESCRIPTION	
					GROUND ELEV.	
1						
2					2.0'	
3					3.0'	
					Bottom of Boring @ 3.0'	

LOG OF BORING NO. 4

PROJECT: Tyler County Streets
Warren, Texas

JOB NO. 146-84

LOCATION: See Plan of Borings

TYPE: Auger

DATE: 1-25-84

DEPTH (ft.)	SYMBOL	SAMPLES	STANDARD PENETROMETER (blows/ft.)	HAND PENETROMETER (tons/ft ²)	DEPTH TO WATER:	ELEV.
STRATUM DESCRIPTION						
GROUND ELEV.						
1	/					
2	/					
3	/				3.0'	
					Bottom of Boring @ 3.0'	
						Red and tan sandy clay with gravel (CL)

LOG OF BORING NO. 3

PROJECT: Tyler County Streets
Warren, Texas

JOB NO. 146-84

LOCATION: See Plan of Borings

TYPE: Auger

DATE: 1-25-84

DEPTH (ft.)	SYMBOL	SAMPLES	STANDARD PENETROMETER (blows/ft.)	HAND PENETROMETER (tons/ft.)	DEPTH TO WATER:	ELEV.	STRATUM DESCRIPTION
							GROUND ELEV.
1							Red and tan sandy clay (CL)
2							
3					3.0'		Bottom of Boring @ 3.0'

LOG OF BORING NO. 2

PROJECT: Tyler County Streets
Warren, Texas

JOB NO. 146-84

LOCATION: See plan of Borings

TYPE: Auger

DATE: 1-25-84

DEPTH (ft.)	SYMBOL	SAMPLES	STANDARD PENETROMETER (blows/ft.)	HAND PENETROMETER (tons/ft.)	DEPTH TO WATER:	ELEV.	STRATUM DESCRIPTION
							GROUND ELEV.
1							Red and tan clayey sand (SC)
2							Dark gray silty fine sand (SM)
3							Bottom of Boring @ 3.0'

LOG OF BORING NO. 1

PROJECT: Tyler County Streets
Warren, Texas

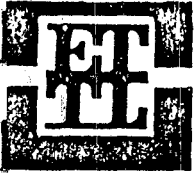
JOB NO. 146-84

LOCATION: See Plan of Borings

TYPE: Auger

DATE: 1-25-84

DEPTH (ft.)	SYMBOL	SAMPLES	STANDARD PENETROMETER (blows/ft.)	HAND PENETROMETER (tons/ft.)	DEPTH TO WATER:	ELEV.	STRATUM DESCRIPTION
							GROUND ELEV.
1							Gray silty fine sand (SM)
2					2.0'		Tan silty fine sand (SM)
3					3.0'		Bottom of Boring @ 3.0'



East Texas Testing Laboratory Inc.

GEOTECHNICAL • MATERIALS • ENVIRONMENTAL

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Date 2-6-84
Job No. 146-84
Report No. 2-2

GENERAL TEST REPORT

Project: Tyler County Streets, Warren, Texas

Client/Arch./Engr. Tyler County, Texas

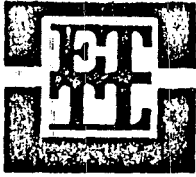
Contractor

Type of Test Atterberg Limits and Slaked and Washed Screen Analysis.

Identification/Other Data See Plan for Sample Location.

PAGE 2 OF 2

Sample No.	Depth, inches	Atterberg Limits (%)			Percent Retained on Designated Sieve	
		LL	PL	PI	2-1/2"	No. 40
14	0-2½	Non - plastic			0.0	33.2
15	0-1	Non - plastic			0.0	39.6
16	0-1½	Non - plastic			0.0	41.1
17	0-4	Non - plastic			0.0	35.9
18	0-1	Non - plastic			0.0	42.9
19	0-1	Non - plastic			0.0	36.9
20	0-4¼	Non - plastic			0.0	73.5
21	0-1-3/4	Non - plastic			0.0	42.0



East Texas Testing Laboratory Inc.

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Date 2-6-84
Job No. 146-84
Report No. 2-2

GENERAL TEST REPORT

Project: Tyler County Streets, Warren, Texas

Client/Arch./Engr. Tyler County, Texas

Contractor

Type of Test Atterberg Limits and Slaked and Washed Screen Analysis.

Identification/Other Data See Plan for Sample Location.

PAGE 1 OF 2

Sample No.	Depth, inches	Atterberg Limits (%)			Percent Retained on Designated Sieve	
		LL	PL	PI	2-1/2"	No. 40
1	0-3	Non - plastic			0.0	31.0
2	0-3	Non - plastic			0.0	7.5
3	0-1½	Non - plastic			0.0	25.2
3	1½-	Non - plastic			0.0	28.6
4	0-1	Non - plastic			0.0	23.7
4	1-	Non - plastic			0.0	12.6
5	0-1	Non - plastic			0.0	24.3
6	0-2½	Non - plastic			0.0	21.5
7	0-3	Non - plastic			0.0	21.5
8	0-3	Non - plastic			0.0	28.3
9	0-1½	Non - plastic			0.0	38.6
10	0-½	Non - plastic			0.0	37.6
11	0-1	Non - plastic			0.0	54.3
12	0-2½	Non - plastic			0.0	38.6
13	0-3	Non - plastic			0.0	37.2

SUMMARY OF LABORATORY TEST DATA

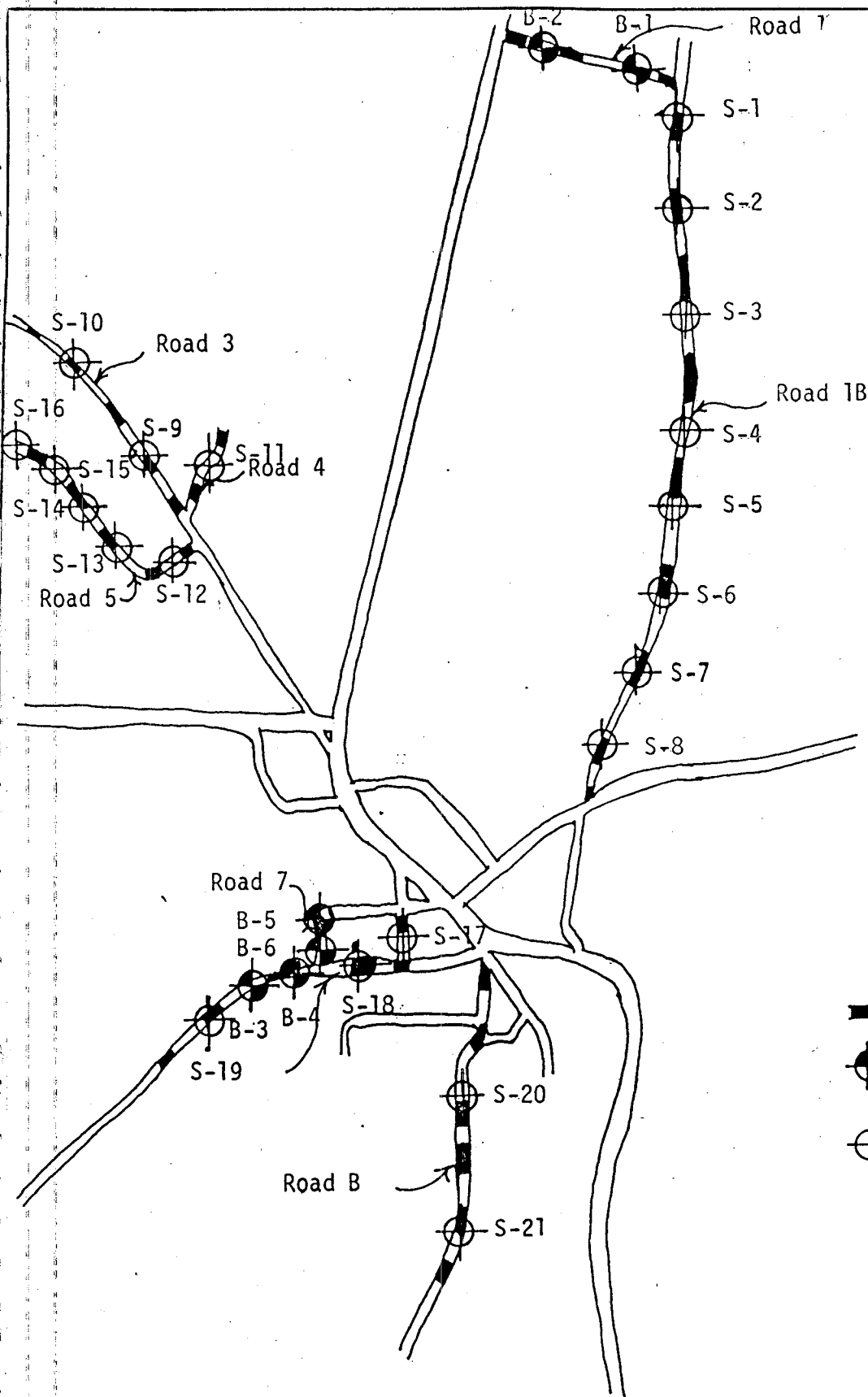
PROJECT: Tyler County Streets
Warren, Texas




JOB NO: 146-84

Report No. 2-1

COMPRESSION TEST

BORING NO	DEPTH (feet)	DESCRIPTION OF SAMPLE	MOISTURE CONTENT (%)	DRY DENSITY (pcf)	-200 SIEVE (%)	ATTERBERG LIMITS			STRENGTH (tsf)	STRAIN (%)	LATERAL PRESSURE (psi)	REMARKS
						LL	PL	PI				
1	2-3	Tan silty fine sand	12.6		32.5	Non-plastic						
2	1-2	Dark gray clayey sand	8.7		46.3	20	13	7				
	2-3	Dark gray silty fine sand	11.7		50.2	Non-plastic						
3	1-2	Red and tan sandy clay	18.5		65.2	37	19	18				
	2-3	Red and tan sandy clay	15.6		65.2	35	17	18				
4	1-2	Red and tan sandy clay with gravel	16.8		53.8	27	13	14				
5	2-3	Red and tan sandy clay with gravel	19.1		56.1	28	15	13				
6	1-2	Red and tan sandy clay with gravel	17.3		54.3	33	17	16				



-  - Portion of Road Tested
-  - Core Boring Location
-  - Existing Surface Sample Location

TYLER COUNTY STREETS WARREN, TEXAS	
PLAN OF BORINGS SCALE: No Scale	
EAST TEXAS TESTING LABORATORY, INC. LONGVIEW TYLER LUPKIN	
DATE: Feb. 1984	JOB NO. 146-84

PART ONE - GENERAL

Embankment work consists of placing and compacting approved materials to required finish grade elevation as shown on plans.

PART TWO - PRODUCTS

Obtain approval for equipment and materials before commencing embankment work.

PART THREE - EXECUTION

3.1 EXCAVATED MATERIALS

Suitable materials from excavation operations may be used for embankment. Suitable materials are those free from vegetation, humus or debris.

3.2 BORROW

If excavated material is not available in sufficient quantities for embankment work, obtain additional material from designated or approved sources. Such borrow material shall have a plasticity less than 15. Not more than 40 percent of the material shall pass a No. 200 sieve.

3.3 PREPARATION

Prior to placing any embankment, all "clearing" operations shall have been completed on the "designated fill" areas. To prepare for embankment work, strip the area of vegetation, humus or other debris. Dispose of strippings with other waste materials. Compact to secure a minimum of 95 percent density within the specified range of the moisture content according to ASTM D698.

3.4 CONSTRUCTION

Construct embankments in successive horizontal layers, uniform as to material, moisture and density. Where pneumatic rolling equipment is used, layer thickness must not exceed 6 inches before compaction. For tamped rolling equipment, layer thickness must not exceed 8 inches. A layer thickness greater than 12 inches prior to compaction is not permitted, regardless of compaction methods or requirements.

3.5 COMPACTION

Compact to the required density by blading, rolling and sprinkling. Use mechanical tamps to obtain the required density in areas inaccessible to other equipment. Unless otherwise specified, place embankment at or near optimum moisture. Compact to a minimum density of 95 percent using ASTM D698.

PART FOUR - MEASUREMENT AND PAYMENT

No separate payment will be made for work performed under this section.

END OF SECTION

TYLER COUNTY, TEXAS
STREET AND BRIDGE IMPROVEMENTS
Section 02222
STRUCTURAL EXCAVATION AND BACKFILL

PART ONE - GENERAL

1.1 DESCRIPTION

1.1.1 This item governs excavation for placing structures except pipe sewers; disposal of such excavated material; and backfilling around completed structures to the level of original ground or finished grade.

1.1.2 Work to include all necessary pumping or bailing, sheeting, drainage, construction, and removal of any required cofferdams.

1.1.3 Owner to provide for removal of old structures or portions thereof. Removal of trees and all other obstructions necessary to perform the proposed construction to be provided by Contractor.

1.2 QUALITY ASSURANCE

1.2.1 Contractor to be responsible for incorporating recommendations contained in the soil report.

1.2.2 Unless specified otherwise excavation is not permitted outside a horizontal distance from footing line equal to depth of footing.

PART TWO - PRODUCTS

2.1 BACKFILL

2.1.1 Excavated Material: Natural excavated materials free of peat, muck, silt, organic materials, debris or other extraneous material.

2.1.2 Select Fill: When required as a result of unacceptable natural material or by plans, provide select fill with PI less than 20.

2.2 SEAL SLABS

Concrete to meet provisions of Concrete Specifications in these documents.

PART THREE - EXECUTION

3.1 CONSTRUCTION METHODS

3.1.1 General

- (1) Make excavation to lines and depths indicated on the plans or as established by the Engineer. Excavate below bottom of structural slab elevation shown for seal slab when required.
- (2) Furnish supports for piping and structures within excavated area at no cost to Owner.
- (3) Where necessary to increase or decrease footing depths, make changes in details of structure as directed.
- (4) Where structure is to rest on excavated surface other than rock, bottom of excavation not to be disturbed, and removal of foundation material to final grade to be accomplished just prior to placement of footing or seal slab when required.
- (5) Protect excavations from rainfall and surface water. If supporting soils are affected by exposure to excessive water or drying, excavate deeper and/or wider to sound material at no cost to Owner. Prior to such additional work, notify Engineer immediately and obtain approval before continuing.
- (6) Remove all loose rock or other hard material from excavation, and cut to firm surface either level, stepped, or serrated. Clean out seams and fill with concrete or approved structural fill prior to time of footing placement.
- (7) Store excavated materials to be used for future backfill in piles at locations convenient for rehandling, and locate so as not to interfere with other work. Locate edge of storage pile a horizontal distance from edge of excavation a minimum of 1.0 times the depth of excavation.
- (8) Provide site drainage and/or groundwater control procedures to protect excavations. Use site grading, cofferdams, ditches, and/or other means to prevent surface water from flowing into excavations or ponding on areas where foundations or pavement will be located. Maintain groundwater and surface water control continuously until structure is complete and ground surface has been brought to final grade.
- (9) If Contractor carries the excavation deeper than necessary, it shall be backfilled to proper grade with 3,000 psi concrete at his own expense.

3.1.2 Cofferdams:

- (1) Cofferdam is a temporary or removable structure to contain surrounding earth, water, or both out of excavation, and may be earth, timber, steel, concrete, or combination thereof. Cofferdam to be complete with bracing and necessary pumps, well points, or other procedures to control groundwater and surface water.
- (2) Provide cofferdams for excavations where necessary to control water conditions or to prevent sliding and caving of walls of excavation.
- (3) When required, submit drawings showing proposed method of ground and surface water control, and cofferdam construction.
- (4) Extend sheet pile cofferdams below bottom of footings sufficiently to prevent "blow outs". Provide adequate bracing and make as watertight as practicable.
- (5) Adjust cofferdams which tilt or move laterally, at no cost to Owner. Such movement may indicate subsoil failure and is to be brought to the attention of the Engineer immediately.
- (6) Unless otherwise provided, remove cofferdams after completion of construction so as not to disturb or mar structure. As directed, cofferdam may be partially removed, or be left entirely in place.

3.1.3 Pumping or Bailing

- (1) Pump or bail from interior of cofferdam and avoid movement of water through or along concrete being placed.
- (2) Do not pump or bail during concrete placement, or for minimum of 24 hours thereafter, unless from suitable sump separated from concrete by watertight wall.
- (3) Do not pump or bail to dewater cofferdam for minimum of 36 hours after seal slab has set.

3.1.4 Structural Backfilling

- (1) Backfill excavated areas not occupied by permanent structure as soon as such backfill will not interfere with progress of work.
- (2) Unless otherwise specified, compact backfill mechanically in loose lifts not exceeding 8 inches. Compact each layer to 90 percent standard Proctor, ASTM D-698-70.

- (3) Do not place backfill against walls for minimum of 7 days after structure has been in place.
- (4) Place backfill against walls of partially completed structure only after approval of Engineer.
- (5) Prevent wedge action of backfill against structure, and step or serrate slopes bounding excavation. Do not use heavy or intense compaction against structure, and backfill within 55 feet of structure to be subject to light but full compaction.

PART FOUR - MEASUREMENT AND PAYMENT

No separate payment for performing work under this item. Include cost of same in contract amount for work of which this is a component part.

END OF SECTION

TYLER COUNTY, TEXAS
STREET AND BRIDGE IMPROVEMENTS
Section 02225
EXCAVATION, TRENCHING AND
BACKFILLING FOR UTILITIES

PART ONE - GENERAL

1.1 DESCRIPTION

1.1.1 Work included: Work under this section shall consist of furnishing all materials, equipment and labor for excavation, trenching and backfilling for utility systems. "Utility Systems" shall include water distribution systems, storm sewers and/or sanitary sewer collecting systems.

1.1.2 Related work:

(1) Storm Sewers (Section 02505)

1.2 PROTECTION

1.2.1 Existing Facilities: Prior to beginning any earthwork operations, existing facilities and/or permanent objects, including existing pipelines, trees and shrubs, shall be adequately protected. Any costs resulting from damage to any permanent facilities due to negligence or lack of adequate protection shall be borne by the Contractor. The Contractor shall also be held liable for any costs resulting from damage to facilities scheduled for later removal or demolition, providing said damage sufficiently impairs the proper operation of the facility as to require temporary replacement or repair.

1.2.2 Restoration of Surfaces: Replace or repair sidewalks, driveway, culverts, inlets, curbing, gutter, shrubbery, trees, fences, sod, and other like obstructions removed or disturbed, to a condition equivalent to that existing prior to start of work.

PART TWO - PRODUCTS

2.1 MATERIALS

2.1.1 Bank Sand: Ordinary bank sand with not more than 25 percent passing No. 200 sieve. Portion of material passing No. 40 sieve: plasticity index not exceeding 5, when tested by standard laboratory methods. Sand shall be reasonably clean and free of large lumps of clay, loam, rubbish, vegetative matter or other deleterious substance, and meet approval of Engineer.

2.1.2 Excavated Material: Suitable materials from excavation may be used as fill specified. Objectionable material which may be encountered, such as peat, silt, muck, top soil, organic materials, debris or other extraneous material will be rejected.

PART THREE - EXECUTION

3.1 EXCAVATION

3.1.1 General:

- (1) Entry upon any private property of performance of any work thereon is prohibited until notified by the Owner that an easement or right-of-way has been obtained.
- (2) Clear only such timber and brush as is necessary for construction. The width of the area so cleared shall not extend outside the construction easement right-of-way as the case may be. Trees and timber within the area of the permanent easement may be removed unless specifically shown not to be removed. Trees and timber removed shall be disposed in a manner approved by the Engineer.
- (3) Excavate to the depth necessary for proper placement of storm sewers. Excavated materials not required for fill or backfill shall be removed from the site and disposed of by the Contractor or as directed by the Owner.
- (4) Excess excavation below the required level shall be backfilled at the Contractor's expense with earth, sand or gravel well compacted, or Class C concrete, as directed by the Engineer.
- (5) Water accumulated in the excavation shall be removed by pumping or other approved means at the Contractor's expense.
- (6) Unstable soil shall be removed and replaced with an acceptable backfill material and compacted.
- (7) Excavation shall be by open cut with trenching machine or back hoe. Where machines other than ladder or wheel type trenching machines are used, excavated material composed of large chunks and clods shall not be used for backfilling.

EXCAVATION, TRENCHING AND
BACKFILLING FOR UTILITIES
02225-2

3.1.2 Trench Excavation:

- (1) The trench sides shall be cut vertical from the bottom of the trench to a point one foot above the top of the pipe. From one foot above the pipe to the surface the sides shall generally be cut vertically but may be varied when specifically approved by the Engineer. The Contractor shall, however, be solely responsible for maintaining the trench in a stable slab to avoid slides, cave-ins, settlement or movement of the banks.
- (2) Complete and shape trench to provide free working space and to permit thorough tamping of backfill around pipe. The width of the trench shall be 6 inches minimum and 12 inches maximum on each side of pipe bells.
- (3) Where bedding is not required, grade bottom of trenches accurately to flow line of pipe to provide uniform bearing on firm soil along entire length of each pipe section.
- (4) Remove rubbish, rock, or debris encountered at grade to depth of at least 6 inches below bottom of pipe and reshape and compact trench bottom.
- (5) Bell holes shall be of ample size to make the joint and relieve the bell of all load.
- (6) Keep excavated material piles so that it will not endanger work or obstruct roads and driveways. Keep drainage channels clear or provide other satisfactory means for drainage.

3.1.3 Rock Excavation: Rock excavation shall be carried 4 inches below the bottom of the pipe. Loose gravel, earth or other approved materials shall be used for backfill, tamped thoroughly and, where required, shaped as specified for pipe bedding. Rock excavation shall include removal of boulders larger than 1/3 cubic yard in volume, of ledge rock, concrete or masonry structures that require drilling or blasting.

3.1.4 Pipe Bedding: The bottom of the trench shall be accurately graded 4 inches below elevation of normal pipe installation and to the width shown on the drawings. Four inches of bank sand shall be placed and compacted in trench before pipe is laid.

3.1.5 Ditch Excavation:

- (1) Strip areas within limits of top cut of ditch to minimum of 3 inches. Remove vegetation, decayed vegetable matter, rubbish, and other unsuitable material and dispose of as directed by the Owner.
- (2) Excavate and grade entire length of project to required lines and grades. Remove mud and spongy materials which will not consolidate from ditch side slopes or bottom to a depth to be determined by Engineer and refill space with acceptable material. Contractor shall vary the design slopes where necessary to keep the top of cut line within right-of-way.

3.2 BACKFILLING

3.2.1 General: After pipe joints have been inspected and approved by the Engineer, backfill trench to lines and grades indicated on the drawings. Suspend backfill operations during times of inclement weather or other unsatisfactory conditions in field when satisfactory results cannot be obtained.

3.2.2 Backfill material shall be deposited in 6 inch maximum thickness layers and compacted with mechanical hand tampers to 95 percent Standard Density, ASTM D 698 until there is a cover of not less than 1 foot over culverts. The backfill material in this portion of the trench shall consist of a selected material at optimum moisture content. Special care shall be taken not to damage the culverts.

PART FOUR - MEASUREMENT AND PAYMENT

4.1 "Excavation and Backfilling" is subsidiary to the various bid items and will not be paid for separately.

4.2 No separate payment will be made for rock encountered in the ditch or for rock excavation unless otherwise noted on the Bid Proposal.

END OF SECTION

TYLER COUNTY, TEXAS
STREET AND BRIDGE IMPROVEMENTS
Section 02227
WASTE MATERIAL DISPOSAL

PART ONE - GENERAL

1.1 DESCRIPTION

1.1.1 The Contractor shall remove from each site and dispose of all rubbish and other unsightly material caused by his operations, and shall leave the premises in as good a condition as he found them.

1.1.2 The removal and disposal includes but is not limited to trees, limbs, stumps, logs, brush, roots, vegetation, humus, rocks, clods, materials not suitable for backfill, excess material and any other objectionable matter from the operations such as clearing and grubbing, excavation, trenching and back-filling.

PART TWO - PRODUCTS

2.1 Specific products are not required. Use equipment and materials necessary to properly complete disposal of waste materials.

PART THREE - EXECUTION

3.1 DISPOSAL AREA

3.1.1 Waste material shall be removed from the construction area and disposed of at locations and in a manner satisfactory to Owner.

3.1.2 Waste material shall not be pushed off the cleared area and left on adjoining or adjacent areas.

3.1.3 All such debris shall not be shoved into piles with earth from grading.

3.1.4 Burning of flammable materials will not be permitted without prior written approval of the Engineer. All permitted burning shall be supervised by Contractor to insure safety.

PART FOUR - PAYMENT

4.1 No separate payment will be made. Cost of such work shall be included in the bid.

END OF SECTION

PART ONE - GENERAL

1.1 DESCRIPTION

1.1.1 Work included: This section provides for furnishing and constructing of storm sewers.

1.1.2 Related work:

- (1) Earthwork for Paving (Section 02200)
- (2) Designated Fill - Embankment (Section 02212)
- (3) Structural Excavation and Backfill (Section 02222)
- (4) Concrete Formwork (Section 03100)
- (5) Concrete (Section 03320)

PART TWO - PRODUCTS

2.1 STORM SEWER PIPE

2.1.1 Reinforced Concrete Pipe: Provide reinforced concrete pipe which conforms with ASTM C-76, Class III.

2.1.2 Corrugated Aluminum Culvert Pipe: Provide AASHTO M 196 corrugated aluminum pipe with annular or helical corrugations and full circular cross sectional slope.

2.1.3 Corrugated Steel Culvert Pipe: Provide AASHTO M 36 galvanized corrugated steel pipe with annular or helical corrugations and full circular cross sectional shape.

2.1.4 Aluminum Alloy Structural Plate for Arches: Use aluminum structural plate arches conforming to AASHTO M 219.

2.2 PIPE JOINT MATERIAL

2.2.1 Cold Compound Joints: Furnish pipe joint material, such as Talcote No. 0.53, Gulf States No. GS 702, Gulf States No. GS 722, or Ram-Nek as manufactured by the K. T. Snyder Company, Inc. Use a primer of the type recommended by the manufacturer of the compound used.

2.2.2 Corrugated Aluminum Couplings: Provide pipe coupling bonds made of the same base metal as the pipe and conforming to AASHTO M 196.

2.2.3 Corrugated Galvanized Steel Couplings: Provide pipe coupling bands made of the same base metal as the pipe and conforming to AASHTO M 36.

PART THREE - EXECUTION

3.1 EXCAVATION

Dig the trench and bottom as specified in the section on Excavation, Trenching and Backfilling for Utilities, and as detailed on the drawings.

3.2 PIPE BEDDING

Lay pipe on bedding as shown and specified in Excavation, Trenching and Backfilling for Utilities.

3.3 PIPE INSTALLATION

3.3.1 Pipe Sewers and Culverts: Furnish and place in position as directed all necessary stakes, grade and batter boards for locating work. Do not place pipe until excavation has been completed, the bottom of the trench shaped, proper bedding material placed and approval by the Engineer for condition, line and grade has been obtained. Lay pipe accurately to line and grade in a straight line with spigot or tongue end of concrete pipe pointing in the direction of flow. Fit pipes together and match them so that when laid, the pipe will form a sewer or culvert with a smooth and uniform invert.

3.3.2 Aluminum Alloy Structural Plate Arch: Haul arch sections to the site for field assembly and placement. Assemble structural plate sections in accordance with the manufacturer's assembly instructions or have manufacturer's representative perform assembly.

3.4 CONCRETE PIPE JOINT INSTALLATION

3.4.1 Cold Compound Joints: Completely coat the inside surface of pipe bells and the outside surface of spigot ends with joint primer. Prime pipe only when the pipe is clean and dry. Apply coating sufficiently in advance so that primer will be thoroughly dry when pipe is laid. Pipe 24 inches and larger must be primed at the point of manufacture. Apply a fillet of compound on jute around the bottom half of inside of bell. Press enough dry twisted jute into the compound to pass around the pipe and lap at the top and shove home the spigot of the pipe. Bring the jute around the pipe, firmly calking the jute into place. Jute should be sufficient to fill one-fourth of the depth of the bell. Fill the remaining three-fourths of the depth of bell with compound, taking care to leave no voids and to provide sufficient compound to form a fillet sloping 45 degrees from outer end of the bell to the barrel of the next pipe.

3.4.2 Positioning: Joints made with cold compound may be pulled home by means of a suitable winch or other suitable power equipment or a come-along. Do not use a bar stuck into the ground for positioning joints on pipe 10 inches and smaller, provided the joints are pushed all the way home. Pull pipe home in a straight line with all parts of the pipe on the line and grade. Do not permit horizontal or vertical movement of the pipe during or after the pulling operation.

3.5 CORRUGATED ALUMINUM AND/OR STEEL COUPLING INSTALLATION

3.5.1 Preparation: Keep the space between the pipe and connecting bands free from dirt and grime so that the corrugations fit snugly. While tightening the connecting band, tap the band with a soft-headed mallet made of wood, rubber or plastic to take up slack and to insure a tight joint. After jointing, fill the annular space between abutting sections with bituminous material.

3.5.2 Standard Field Joints: Unless otherwise specified, make field joints with outside bands, end band consisting of one or two pieces. Provide the type, size, and gage of the band and the size of angles and bolts as indicated, or, where not indicated, as specified in the applicable standards or specifications for the pipe.

3.6 BACKFILL

3.6.1 Pipe Sewers and Culverts: Backfill the trench in accordance with the section on Excavation, Trenching and Backfilling for Utilities.

3.6.2 Aluminum Alloy Structural Plate Arch: Backfill in accordance with the section on Structural Excavation and Backfill.

PART FOUR - MEASUREMENT AND PAYMENT

4.1 MEASUREMENT

4.1.1 All pipe sewers, proposed culverts and relocated existing culverts, except multiple structural plate arch, will be measured by the linear foot of size and type, installed and accepted.

4.1.2 Multiple structural plate arch will be measured by the unit complete in place. The unit installation will include structural plate arches, bedding, and select material backfill necessary to complete the multiple culvert.

4.1.3 Pipe culverts will be measured from end to end by centerline dimensions.

4.1.4 Bedding material will be measured as specified in the section on Excavation, Trenching and Backfilling for Utilities.

4.2 PAYMENT

4.2.1 Pipe sewers, proposed culverts and relocated existing culverts, except multiple structural plate arches, will be paid at the unit price bid per linear foot complete in place for the size and type installed.

4.2.2 Multiple structural plate arch culverts will be paid at lump sum unit price bid complete in place.

4.2.3 No separate payment will be made for backfilling. Include the cost of backfilling in the contract unit price for each item of the work.

4.2.4 Pipe damaged by the Contractor's operations will be replaced and paid for at the Contractor's expense.

4.2.5 Any pipe removed, to be replaced, becomes the property of the Owner and will be removed from the job site at the Owner's expense.

END OF SECTION

PART ONE - GENERAL

1.1 DESCRIPTION

1.1.1 The Contractor shall furnish all labor, equipment, materials and incidentals to restore any disturbed or damaged surfaces and/or items to a condition equal to or better than that which existed before work began. The Contractor shall leave the construction site clean.

PART TWO - PRODUCTS

2.1 EQUIPMENT AND MATERIALS

2.1.1 The Contractor may use equipment and materials as necessary to properly complete the restoration and cleanup phase of the project.

PART THREE - EXECUTION

3.1 GENERAL

3.1.1 As soon as the pipe is laid and backfilled or structures built, the Contractor shall, to the satisfaction of the Engineer and the Owner, clean the construction site and any adjoining areas used by Contractor and shall make any restorations necessary to leave the site in a condition equal to or better than prior to construction. This work shall be done without any additional expense to the Owner.

3.1.2 As a matter of record, the Contractor shall photograph an improved or planted area before and after working across them.

3.1.3 The Contractor will submit to Engineer a signed release from the property owner accepting the clean-up and repair work prior to receiving final payment.

3.2 RESTORATION

3.2.1 The Contractor shall restore and/or replace any paving, curbing, sidewalks, culverts, gutters, shrubbery, or other plants, fences, sod or other disturbed surfaces or structures. The size, thickness, strength, texture or condition of restored items shall be equal to that which existed before the work began, all to the satisfaction of the Engineer.

3.2.2 All terraces, levees and water courses shall be restored to their former condition to the satisfaction of the Engineer so that they shall function as originally intended.

3.2.3 Private roads used by the Contractor shall be restored to former condition to the satisfaction of the Engineer.

3.3 CLEANUP

3.3.1 The cleaning up shall be done by a special labor crew organized by the Contractor at the time he starts backfill operations and such work shall be diligently prosecuted until the entire construction site has been completely gone over.

3.3.2 Any rock, including loose rock having a dimension three inches or more, encountered by the grading, trenching or boring operations, not backfilled according to the specifications, shall be removed from the construction site and disposed of at locations and in a manner that is satisfactory to the Engineer.

3.3.3 Unless directed otherwise by the Engineer, all materials used for providing temporary roadways for construction equipment shall be removed and disposed of.

3.3.4 All debris, pavement and excess earth from excavations shall be removed and disposed of by the Contractor.

3.3.5 The Contractor may be required by the Owner to seed the construction site and extra work space areas used during construction. Seed to be used for this purpose shall be specified in writing to the Contractor and the Contractor shall furnish and plant such seed.

3.3.6 In scoping terrain, to prevent erosion of soil disturbed by construction, the Contractor shall construct terraces or shall place over the construction site and trench backfill suitable breakers composed of sacks filled with earth or sand.

3.3.7 If the Contractor attempts to perform cleanup operations during adverse weather or wet ground conditions, the Contractor shall assume full risk of acceptance and the Contractor may be required to again perform such cleanup at the Contractor's expense in order to meet the required standard of normal dry weather cleanup.

3.3.8 At no time during the progress of the work shall the completed cleanup operation be a greater distance behind the completed pipe trench than is deemed advisable by the Engineer.

3.3.9 Before the final acceptance of the project, the entire project site shall be cleared of all surplus and waste materials from the work and otherwise restored to substantially the condition that existed prior to construction, or as otherwise specifically provided.

PART FOUR - PAYMENT

No extra payment will be made for restoration and cleanup. Include cost of same in contract amount for work of which this is a component part.

END SECTION

PART ONE - GENERAL

1.1 DESCRIPTION

1.1.1 Work included: This section provides for furnishing and installing a base course or level-up course, consisting of compacted mixture of mineral aggregate and asphaltic material. The paving will be constructed on stabilized subgrades and base in conformity with lines, grades, compacted thickness and typical cross sections shown.

1.1.2 Related work:

- (1) Earthwork for Paving (Section 02200)
- (2) Asphaltic Concrete Paving (Section 02612)
- (3) Iron Ore Base (Section 02615)
- (4) Surface Treatments (Section 02618)

1.2 QUALITY ASSURANCE

Place no asphaltic mixture, prime or tack coat, when the air temperature is below 45 F and falling. Materials may be placed after the air temperature is above 40 F and rising. Take temperature readings in the shade away from artificial heat. Place asphaltic mixtures only when weather conditions are suitable, in the opinion of the Engineer.

PART TWO - PRODUCTS

2.1 MATERIALS

2.1.1 Aggregate: Furnish sand or stone screenings or a combination of both. Use sand composed of sound, durable stone particles free from loams or other injurious foreign matter. The plasticity index of that part of fine aggregate passing the No. 40 sieve must be not more than 15 when tested by standard laboratory methods.

2.1.2 Asphaltic Material: Provide AC-10 or AC-20 asphaltic material for the mix which conforms to those specifications as outlined in AASHTO M 226.

- (1) Material must not be cracked.
- (2) Asphalt must be oil asphalt from an approved source of asphalt material.
- (3) Grade of asphalt used will be designated by the engineer after design tests have been made. Only one grade of asphalt will be required, after grade is determined by test design for project.

2.1.3 Asphalt material for the tack coat must be RC-250 and shall conform to those specifications as outlined in AASHTO M 81. Asphalt material for the prime coat must be MC-30 or MC-70, and shall conform to those specifications as outlined in AASHTO M 82.

2.1.4 Hot Sand Asphalt Base Mix

- (1) Paving Mixture. The mixture shall consist of uniform mixture of mineral aggregate and asphaltic material. The mineral aggregate will conform to the gradation requirements specified. The asphaltic material shall form from 4.0 to 7.0 percent of the mixture by weight unless otherwise shown on the plans. The design percent asphalt shall be determined in accordance with Test Method Tex-126-E or Test Method Tex-204-F and procedures outlined in the SDHPT Bulletin C-14. Design mixes and tests for density and stability are the responsibility of the Contractor and must be made at his expense. Furnish test results to the Engineer. Furnish certificates certifying that asphaltic materials and aggregates comply with specified requirements.
- (2) Tolerances. The Engineer will designate the asphalt content to be used in the mixture after design tests have been made with the aggregate to be used in the project. When tested as determined by the Engineer, samples of the mixture shall not vary from the asphalt content designated by the Engineer by more than 0.5 percent dry weight (based on total mixture).
- (3) Grading requirements for aggregate.

	<u>Sieve</u>	<u>Percent Retained</u>
Grade 1:	1-1/2".....	00%
	1".....	00-10%
	3/8".....	30-55%
	No. 4.....	45-70%
	No. 40.....	70-85%

	<u>Sieve</u>	<u>Percent Retained</u>
Grade 2:	1-3/4".....	00%
	1-1/2".....	00-10%
	No. 4.....	45-70%
	No. 40.....	60-85%
Grade 3:	1-3/4".....	00%
	No. 40.....	60-85%

2.2 EQUIPMENT

2.2.1 Type of Plant: Mixing plants must have capacity of continuously producing mixtures meeting specifications and must be approved by the engineer. Either weight-batching type or continuous mixing type are acceptable. Regardless of the type, the plant must have satisfactory conveyors, power units, aggregate handling equipment, hot aggregate screens and bins, and dust collectors. Provide equipment to adequately supply materials in accordance with rated capacity of the plant and produce finished material within specified tolerances. The following equipment is considered essential:

- (1) Cold aggregate bins and proportioning device.
- (2) Dryer.
- (3) Screens.
- (4) Aggregate weight box and batching scales.
- (5) Mixer.
- (6) Asphalt storage and heating devices.
- (7) Asphalt measuring devices.
- (8) Truck scales (if used).

2.2.2 Bins: Separate aggregate into at least four bins so that uniform grading and asphalt content are consistently produced in the completed mix.

PART THREE - EXECUTION

3.1 PRIME COAT

Apply with an approved sprayer. Thoroughly clean stabilized subgrade and apply prime coat of MC-30 or MC-70 at uniform rate, as shown.

3.2 TACK COATS

Apply with an approved sprayer. Thoroughly clean asphaltic base course or concrete surface and apply tack coat of RC-250 at a uniform rate, as shown.

3.3 LAYING

Haul the hot sand asphalt base mixture, which has been heated and prepared as specified, to the project in tight vehicles previously cleaned of foreign material. The mixture must be at a temperature between 200 F and 350 F when laid. The engineer will determine the lowest acceptable temperature; a variance of 30 degrees F upward will be allowed. Spread the material into place with approved mechanical finishing machine of screening or tamping type.

A course 2 inches in thickness may be spread in one lift. Spread all lifts in such a manner that when compacted, the finished course will be smooth, of uniform density, and will be to section, line and grade as shown.

3.4 LAYING IN RESTRICTED AREAS

If use of paver is impractical, the surface course may be spread and finished by hand. Use wood or steel forms, rigidly supported to assure correct grade and cross section. Carefully place materials to avoid segregation of the mix. Broadcasting of the material will not be permitted. Any lumps that do not break down readily must be removed. Put down asphalt course in the same sequence as if placed by machine.

3.5 ROLLING

3.5.1 Begin rolling while pavement is still hot and as soon as it will bear the roller without undue displacement or hair cracking. To prevent adhesion of surface mixture to the roller, keep wheels properly moistened with water. Excessive use of water will not be permitted.

3.5.2 Compress the surface thoroughly and uniformly, first with power-driven, three-wheel, or tandem rollers weighing from 8 to 10 tons. Obtain subsequent compression by strating at the side and rolling longitudinally toward the center of the pavement, overlapping on successive trips by at least one-half width of the rear wheels. Make alternate trips slightly different in length. Continue rolling until no further compression can be obtained and all rolling marks are eliminated.

3.5.3 Use a tandem roller for the final rolling. Double coverage with an approved pneumatic roller on asphaltic concrete surface is acceptable after flat wheel and tandem rolling has been completed.

3.6 HAND TAMPING

Along walls, curbs, headers and similar structures, and in all locations not accessible to rollers, compact the mixture thoroughly with a vibrating plat compactor.

3.7 DENSITY

Compact the surface course to a density not less than 95 percent of the maximum possible density of a voidless mixture composed of the same materials in like proportions. If, during the construction, the results of density tests show that the surface course has a density less than 95 percent, an additional rolling with a three-wheel or pneumatic roller will be required. Such a rolling must be done before the mix cools if it is to be successful.

3.8 SURFACE TESTS

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

3.9 CONSTRUCTION JOINTS

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

3.10 DEFECTIVE PAVEMENT

Recompact pavement sections not meeting specified densities or replace them with new material. Replace with new material sections of surface course pavement not meeting surface test requirements or having an unacceptable surface texture. Patch asphalt pavement sections in accordance with procedures established by the Asphalt Institute. Replace asphalt pavement sections which did not meet the specifications at no additional cost to owner.

3.11 ACCEPTANCE

Cores may be taken from finished hot sand asphalt base. Acceptance of pavement section will be governed by quality and thickness of cores. It will be the contractor's responsibility to correct any unsatisfactory grading, "Ponding" before acceptances, at no additional cost to owner.

PART FOUR - MEASUREMENT AND PAYMENT

4.1 HOT SAND ASPHALT BASE

Measure by the square yard of the type constructed to the thickness shown on the drawings. The owner will not pay extra for pavement exceeding the required design thickness and will be reimbursed in a proportional amount for the surface course not satisfying design thickness. Payment will be included in the lump sum bid. This price will include quarrying and furnishing all materials; heating, mixing, hauling and placing the asphaltic mixture; rolling and finishing; and all labor, tools, equipment and incidentals necessary to complete the work, except work and materials for the application of prime and tack coats.

4.2 PRIME COAT AND TACK COAT

Cut-back asphalt used in the prime coat and tack coat will be measured by the square yard of material used for this purpose and will be based on measurements taken at the point of delivery. Payment will be included in the lump sum bid, which will be full compensation for the furnishing of material; hauling, heating and manipulation; and for all labor, tools, equipment, and incidentals necessary to satisfactorily apply the prime coat or tack coat.

END OF SECTION

PART ONE - GENERAL

1.1 DESCRIPTION

1.1.1 Work included: This section provides for furnishing and installing a surface course, consisting of compacted mixture of coarse and fine aggregates and asphaltic material. The paving will be constructed on stabilized subgrades and base in conformity with lines, grades, compacted thickness and typical cross sections shown.

1.1.2 Related work:

- (1) Hot Sand Asphalt Base (Section 02610)
- (2) Iron Ore Base (Section 02615)

1.2 QUALITY ASSURANCE

Place no asphaltic mixture, prime or tack coat, when the air temperature is below 45 F and falling. Materials may be placed after the air temperature is above 40 F and rising. Take temperature readings in the shade away from artificial heat. Place asphaltic mixtures only when weather conditions are suitable, in the opinion of the engineer.

PART TWO - PRODUCTS

2.1 MATERIALS

2.1.1 Coarse Aggregate: Provide gravel or crushed stone, uniform in quality throughout and free from dirt, organic or other injurious matter occurring either free or as a coating on aggregate. Furnish rock or gravel with abrasiveness not more than 40 by weight when subjected to Los Angeles Abrasion Test, ASTM C 131.

2.1.2 Fine Aggregate: Furnish sand or stone screenings or a combination of both. Use sand composed of sound, durable stone particles free from loams or other injurious foreign matter. Furnish screenings of the same or similar

material as specified for coarse aggregate. The plasticity index of that part of fine aggregate passing the No. 40 sieve must be not more than 6 when tested by standard laboratory methods.

2.1.3 Asphaltic Material: Provide AC-10 or AC-20 asphaltic material for the mix which conforms to those specifications as outlined in AASHTO M 226.

- (1) Material must not be cracked.
- (2) Asphalt must be oil asphalt from an approved source of asphalt material.
- (3) Grade of asphalt used will be designated by the engineer after design tests have been made. Only one grade of asphalt will be required, after grade is determined by test design for project.

2.1.4 Asphalt material for the tack coat must be RC-250 and shall conform to those specifications as outlined in AASHTO M 81. Asphalt material for the prime coat must be MC-30 or MC-70, and shall conform to those specifications as outlined in AASHTO M 82.

2.1.5 Hot-Mix Asphaltic Concrete:

- (1) Design Mixes. Material and design mixes will be subject to approval of the Engineer after being tested in accordance with these specifications and current Texas State Department of Highways and Public Transportation methods. Design mixes and tests for density and stability are the responsibility of the Contractor and must be made at his expense. Furnish test results to the Engineer. Furnish certificates certifying that asphaltic materials and aggregates comply with specified requirements.
- (2) Density and Stability Requirements.

<u>Density %</u>		<u>Optimum</u>	<u>Stability %</u> <u>Not Less Than</u>
<u>Min.</u>	<u>Max.</u>		
94	99	97	40

2.1.5 Hot-Mix Asphaltic Concrete Surface Course - Type "D":

(1) Grading Requirements for Aggregates.

<u>Sieve Size</u>	<u>Percent by Weight</u>
Passing 1/2" sieve	100
Passing 3/8" sieve	95 to 100
Passing 3/8" sieve, retained on No. 4 sieve	20 to 50
Passing No. 4 sieve, retained on No. 10 sieve	10 to 30
Total retained on No. 10 sieve	60 to 75
Passing No. 10 sieve, retained on No. 40 sieve	0 to 30
Passing No. 40 sieve, retained on No. 80 sieve	4 to 25
Passing No. 80 sieve, retained on No. 200 sieve	3 to 25
Passing No. 200 sieve	0 to 8

(2) Proportions for Asphaltic Material. Five to seven percent of mixture by weight is required.

2.2 EQUIPMENT

2.2.1 Type of Plant: Mixing plants must have capacity of continuously producing mixtures meeting specifications and must be approved by the Engineer. Either weight-batching type or continuous mixing type are acceptable. Regardless of the type, the plant must have satisfactory conveyors, power units, aggregate handling equipment, hot aggregate screens and bins, and dust collectors. Provide equipment to adequately supply materials in accordance with rated capacity of the plant and produce finished material within specified tolerances. The following equipment is considered essential:

- (1) Cold aggregate bins and proportioning device.
- (2) Dryer.
- (3) Screens.
- (4) Aggregate weight box and batching scales.
- (5) Mixer.
- (6) Asphalt storage and heating devices.
- (7) Asphalt measuring devices.
- (8) Truck scales (if used).

2.2.2 Bins: Separate aggregate into at least four bins so that uniform grading and asphalt content are consistently produced in the completed mix.

PART THREE - EXECUTION

3.1 PRIME COAT

Apply with an approved sprayer. Thoroughly clean stabilized subgrade and apply prime coat of MC-30 or MC-70 at uniform rate, as shown.

3.2 TACK COATS

Apply with an approved sprayer. Thoroughly clean asphaltic base course or concrete surface and apply tack coat of RC-250 at a uniform rate, as shown.

3.3 LAYING

3.3.1 Placement: Haul the asphaltic concrete mixture, which has been heated and prepared as specified, to the project in tight vehicles previously cleaned of foreign material. The mixture must be at a temperature between 200 F and 350 F when laid. The Engineer will determine the lowest acceptable temperature; a variance of 30 degrees F upward will be allowed. Spread the material into place with approved mechanical finishing machine of screening or tamping type.

3.2.2 Surface Course Material: A surface course 2 inches in thickness may be spread in one lift. Spread all lifts in such a manner that when compacted, the finished course will be smooth, of uniform density, and will be to section, line and grade as shown.

3.4 LAYING IN RESTRICTED AREAS

If use of paver is impractical, the surface course may be spread and finished by hand. Use wood or steel forms, rigidly supported to assure correct grade and cross section. Carefully place materials to avoid segregation of the mix. Broadcasting of the material will not be permitted. Any lumps that do not break down readily must be removed. Put down asphalt course in the same sequence as if placed by machine.

3.5 ROLLING

3.5.1 Begin rolling while pavement is still hot and as soon as it will bear the roller without undue displacement or hair cracking. To prevent adhesion of surface mixture to the roller, keep wheels properly moistened with water. Excessive use of water will not be permitted.

3.5.2 Compress the surface thoroughly and uniformly, first with power-driven, three-wheel, or tandem rollers weighing from 8 to 10 tons. Obtain subsequent compression by strating at the side and rolling longitudinally toward the center of the pavement, overlapping on successive trips by at least one-half width of the rear wheels. Make alternate trips slightly different in length. Continue rolling until no further compression can be obtained and all rolling marks are eliminated.

3.5.3 Use a tandem roller for the final rolling. Double coverage with an approved pneumatic roller on asphaltic concrete surface is acceptable after flat wheel and tandem rolling has been completed.

3.6 HAND TAMPING

Along walls, curbs, headers and similar structures, and in all locations not accessible to rollers, compact the mixture thoroughly with a vibrating plat compactor.

3.7 DENSITY

Compact the surface course to a density not less than 95 percent of the maximum possible density of a voidless mixture composed of the same materials in like proportions. If, during the construction, the results of density tests show that the surface course has a density less than 95 percent, an additional rolling with a three-wheel or pneumatic roller will be required. Such a rolling must be done before the mix cools if it is to be successful.

3.8 SURFACE TESTS

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

3.9 CONSTRUCTION JOINTS

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

3.10 DEFECTIVE PAVEMENT

Recompact pavement sections not meeting specified densities or replace them with new asphaltic concrete material. Replace with new material sections of surface course pavement not meeting surface test requirements or having an unacceptable surfact texture. Patch asphalt pavement sections in accordance with procedures established by the Asphalt Institute. Replace asphalt pavement sections which did not meet the specifications at no additional cost to owner.

3.11 ACCEPTANCE

Cores may be taken from finished hot-mix asphaltic concrete. Acceptance of pavement section will be governed by quality and thickness of cores. It will be the contractor's responsibility to correct any unsatisfactory grading, "Ponding" before acceptances, at no additional cost to owner.

PART FOUR - MEASUREMENT AND PAYMENT

4.1 ASPHALT CONCRETE SURFACING

Measure by the square yard of the type constructed to the thickness shown on the drawings. The owner will not pay extra for pavement exceeding the required design thickness and will be reimbursed in a proportional amount for the surface course not satisfying design thickness. Payment will be included in the lump sum bid. This price will include quarrying and furnishing all materials; heating, mixing, hauling and placing the asphaltic mixture; rolling and finishing; and all labor, tools, equipment and incidentals necessary to complete the work, except work and materials for the application of prime and tack coats.

4.2 PRIME COAT AND TACK COAT

Cut-back asphalt used in the prime coat and tack coat will be measured by the square yard of material used for this purpose and will be based on measurements taken at the point of delivery. Payment will be included in the lump sum bid, which will be full compensation for furnishing of material; hauling, heating and manipulation; and for all labor, tools, equipment, and incidentals necessary to satisfactorily apply the prime coat or tack coat.

END OF SECTION

PART ONE - GENERAL

1.1 DESCRIPTION

1.1.1. Work included: This section specifies the furnishing and installing of a compacted base course of iron ore. The base will be constructed in one course in conformity with typical sections and to lines, grades and thicknesses, as shown in the construction plans.

1.1.2 Related work:

- (1) Earthwork for Paving (Section 02200)
- (2) Hot Sand Asphalt Base (Section 02610)
- (3) Asphaltic Concrete Paving (Section 02612)

PART TWO - PRODUCTS

2.1 MATERIAL

2.1.1 The material shall consist of hematite, hydrated hematite or limonite ore, occurring with or without sand, as found at or near the surface, which, when loaded from the material pit, shall not contain an excess of free clay. Material shall be approved by the Engineer at the source.

2.1.2 Material containing gravel or hard pieces of ore over 2-1/2 inches in their largest dimension shall be broken up and uniformly mixed with the remainder of the material.

2.2 SOURCE

2.2.1 Material shall be approved by the Engineer at the source.

2.2.2 Should the Contractor elect to produce the specified material from local pits, the material shall be secured from the sources shown on plans or approved by the Engineer.

2.3 PREPARATION

2.3.1 The Contractor shall remove grass, weeds, rubbish or other objectionable materials, break up by crushing, slogging or other approved methods, material over 2-1/2 inches in its largest dimensions, and thoroughly mix the base

course material in the pit before loading same, in order that a uniform material may be delivered to the site. This mixing process may be done by blading the material into windows or by other approved methods.

2.3.2 When approved by the Engineer, the material may be delivered to the site and all oversize material broken and thoroughly mixed to provide the gradation specified.

2.4 GRADATION

2.4.1 Furnish processed material which, when properly slaked and tested by standard laboratory methods, meets the following requirements:

<u>Sieve</u>	<u>Percent Retained</u>
2-inch	00
No. 40	35 to 70

2.5 BINDER

2.5.1 Materials passing Sieve No. 4 will be known as "binder". That portion of binder material passing No. 40 sieve will be known as "soil binder" and must meet the following requirements:

- (1) Liquid limit will not exceed 35.
- (2) Plasticity index will not exceed 10.
- (3) Linear shrinkage will not exceed 7 (when calculated from volumetric shrinkage at liquid limit).

PART THREE - EXECUTION

3.1 SUBGRADE

Shape and compact subgrade to lines and grades shown. Repair all soft areas before base material is placed upon subgrade.

3.2 PLACEMENT

3.2.1 First lift. Place base material only on properly prepared subgrade and in one lift.

- (1) Spread and shape so that base material will have a finished thickness of 5 inches when compacted.

- (2) Complete all required manipulation the same day material is deposited.
- (3) Compact base material to 95 percent Modified Proctor Density as determined by procedures described in ASTM D 1577.
- (4) Maintain moisture between optimum and 2 percent above optimum moisture.

3.3 FINISH GRADE

3.3.1 Throughout this operation, maintain the shape of the course by grading.

3.3.2 Achieve a smooth surface upon completion in conformity with the typical section shown and established lines and grades.

- (1) Any deviation in excess of 1/2-inch in cross section or in a length of 16 feet can be corrected by loosening, adding or removing material, reshaping and recompacting, and then by sprinkling and rolling.
- (2) Should the base course lose the required stability, density or finish before surfacing is complete, recompact and refinish the base.
- (3) Prevent excessive loss of moisture in the completed base by sprinkling.

3.4 PROTECTION

Permit no traffic on the iron ore base other than equipment required to complete the work.

PART FOUR - MEASUREMENT AND PAYMENT

Measurement and payment will be included in the lump sum bid. Measurement and payment for additions and deletions of iron ore base will be by the square yards of material completely placed according to the line and grade shown and the contract unit price on the bid form.

END OF SECTION

PART ONE - GENERAL

1.1 DESCRIPTION

This item shall consist of a bituminous surface treatment as a wearing course composed of single or multiple applications of bituminous material and aggregate cover placed on the prepared primed base or properly cured wearing surface, in accordance with these specifications, and shall conform to the dimensions and typical cross section shown on the plans, and with lines and grades established by the Engineer.

Surface treatments shall not be applied when the air temperature is below 60° F and is falling, but may be applied when the air temperature is above 50° F and is rising, the air temperature being taken in the shade and away from artificial heat. Surface treatments shall not be applied when the temperature of the roadway surface is below 60° F. Asphaltic material shall not be placed when general weather conditions, in the opinion of the Engineer, are not suitable.

PART TWO - PRODUCTS

2.1 ASPHALTIC MATERIALS

2.1.1 General: Type and grade of asphalt will be designated by the Engineer after design parameters have been established and tests have been made.

2.1.2 Contractor shall provide for the first course one of the following:

- (1) RC-250 which conforms to AASHTO M 81
- (2) CRS-2 which conforms to AASHTO M 208
- (3) AC-5 or AC-10 which conforms to AASHTO M 226

2.1.3 Contractor shall provide for the second and all subsequent courses: either AC-5 or AC-10 which conforms to AASHTO M 226.

2.1.4 Aggregate Material:

- (1) General - Aggregates shall be composed of clean, tough and durable particles of gravel, crushed gravel, crushed stone, crushed slag or natural limestone rock asphalt. These materials shall not contain more than 5 percent by weight of soft particles and other deleterious material. The natural limestone rock asphalt aggregate, when furnished, shall have an average bitumen content from 4 to 8 percent by weight of naturally impregnated asphalt, and shall contain not more than 2 percent by weight of any one of or combination of iron pyrites, or other objectionable matter. No aggregate shall contain as a total of more than 5 percent by weight of impurities or objectionable matter listed above.

The percent of wear for each of the materials shall not exceed 35 percent by weight when subjected to Los Angeles Abrasion Test, ASTM C 131. The percent of wear on natural limestone rock asphalt aggregate shall be made on that portion of the material retained on the No. 4 sieve, having a naturally impregnated asphalt content of less than 1 percent.

Crushed gravel shall have a minimum of 85 percent of the particles retained on the No. 4 sieve with more than one crushed face.

The aggregate shall not contain more than 1.0 percent by weight of fine dust, clay-like particles and/or silt present.

- (2) Types - The various types of aggregates are identified as follows:

Type A. Type A aggregate shall consist of gravel, crushed slag, crushed stone or natural limestone rock asphalt.

Type B. Type B aggregate shall consist of crushed gravel, crushed slag, crushed stone or natural limestone rock asphalt.

Type C. Type C aggregate shall consist of gravel, crushed slag or crushed stone.

Type D. Type D aggregate shall consist of crushed gravel, crushed slag or crushed stone.

Type E. Type F aggregate shall consist of natural limestone rock asphalt.

Type F. Type F aggregate shall be as shown on the plans.

(3) Grades. The gradation requirements shall be as follows:

		<u>Percent by Weight</u>
Grade 1:	Retained on 1" sieve.....	0
	Retained on 7/8" sieve.....	0- 2
	Retained on 3/4" sieve.....	20- 35
	Retained on 5/8" sieve.....	85-100
	Retained on 3/8" sieve.....	95-100
Grade 2:	Retained on No. 10 sieve.....	99-100
	Retained on 7/8" sieve.....	0
	Retained on 3/4" sieve.....	0- 2
	Retained on 5/8" sieve.....	20- 35
	Retained on 1/2" sieve.....	85-100
Grade 3:	Retained on 3/8" sieve.....	95-100
	Retained on 1/4" sieve.....	99-100
	Retained on 3/4" sieve.....	0
	Retained on 5/8" sieve.....	0- 2
	Retained on 1/2" sieve.....	20- 35
Grade 4:	Retained on 3/8" sieve.....	85-100
	Retained on 1/4" sieve.....	95-100
	Retained on No. 10 sieve.....	99-100
	Retained on 5/8" sieve.....	0
	Retained on 1/2" sieve.....	0- 2
Grade 5:	Retained on 3/8" sieve.....	20- 35
	Retained on No. 4 sieve.....	95-100
	Retained on No. 10 sieve.....	99-100
	Retained on 1/2" sieve.....	0
	Retained on 3/8" sieve.....	0- 5
	Retained on No. 4 sieve.....	40- 85
	Retained on No. 10 sieve.....	98-100
	Retained on No. 20 sieve.....	99-100

PART THREE - EXECUTION

3.1 CONSTRUCTION METHODS

The area to be treated shall be cleaned of dirt, dust, or other deleterious matter by sweeping or other approved methods. If it is found necessary by the Engineer the surface shall be lightly sprinkled just prior to the application of the asphaltic material.

Asphaltic material shall be applied on the clean surface by an approved type of self-propelled pressure distributor so operated as to distribute the material in the quantity specified, evenly and smoothly, under a pressure necessary for proper distribution. The Contractor shall provide all necessary facilities for determining the temperature of asphaltic material in all of the heating equipment and in the distributor, for determining the rate at which it is applied, and for securing uniformity at the junction of two distributor loads. The distributor shall have been recently calibrated and the Engineer shall be furnished an accurate and satisfactory record of such calibration. After beginning the work, should the yield on the asphaltic material appear to be in error, the distributor shall be calibrated in a manner satisfactory to the Engineer before proceeding with the work.

Asphaltic material may be applied for the full width of the surface treatment in one application, unless the width exceeds 26 feet. No traffic or hauling will be permitted over the freshly applied asphaltic material. Asphaltic material shall not be applied until immediate covering is assured.

Aggregate shall be immediately and uniformly applied and spread by an approved self-propelled continuous feed aggregate spreader unless otherwise shown on the plans or authorized by the Engineer in writing. The aggregate shall be applied at the approximate rates indicated on the plans and as directed by the Engineer.

The Contractor shall be responsible for the maintenance of the surface until the work is accepted by the Engineer.

The entire surface shall be broomed, bladed or raked as required by the Engineer and shall be thoroughly rolled.

Temporary stockpiling of the aggregate on the roadway will be permitted provided the stockpiles are spaced not less than 1,000 feet apart and are so placed that they neither obstruct traffic nor interfere with roadway drainage. The Contractor shall be responsible for the proper preparation of all stockpile areas before aggregates are placed thereon, including leveling and cleaning of debris necessary for protection of the aggregate to prevent any contamination thereof.

All storage tanks, piping, retorts, booster tanks and distributors used in storing or handling asphaltic materials shall be kept clean and in good operating condition at all times, and they shall be operated in such manner that there will be no contamination of the asphaltic materials with foreign material. It shall be the responsibility of the Contractor to provide and maintain in good working order a recording thermometer at the storage heating unit at all times.

3.2 APPLICATION RATES

3.2.1 Asphaltic Materials:

- (1) First Course: 0.25 gal./s.y.; AC-5 or AC-10
- (2) Second Course: 0.30 gal./s.y.; AC-5 or AC-10

3.2.2 Aggregate:

- (1) First Course: Grade #5 at 1 c.y./140 c.y.
- (2) Second Course: Grade #4 at 1 c.y./100 s.y.

PART FOUR - MEASUREMENT AND PAYMENT

4.1 MEASUREMENT

Aggregate and asphaltic material, to include prime coat and course material, will be measured at point of application on the road in square yards at the applied temperature and rate. The quantity to be paid for shall be the number of square yards applied, as directed, in the accepted surface treatment.

4.2 PAYMENT

Payment will be included in the lump sum bid. This price will include quarrying and furnishing all materials; heating, mixing, hauling and placing the asphaltic mixture; rolling and finishing; and all labor, tools, equipment and incidentals necessary to complete the work, except work and materials for the application of prime coat. Payment for prime coat will be included in the lump sum bid, which will be full compensation for the furnishing of material; hauling, heating and manipulation; and for all labor, tools, equipment, and incidentals necessary to satisfactorily apply the prime coat.

4.3 ADDITIONS AND DELETIONS

Measurement and payment for additions and deletions of surface treatments will be by the square yard at the contract unit price on the bid schedule.

END OF SECTION

TYLER COUNTY, TEXAS
STREET AND BRIDGE IMPROVEMENTS
Section 02730
DELINEATORS AND OBJECT MARKERS

PART ONE - GENERAL

1.1 DESCRIPTION

Work under this section shall consist of furnishing and mounting delineators and object markers. Reference is made to Item 658 ("Delineators and Object Markers") of the Texas State Department of Highways and Public Transportation (SDHPT) 1982 Standard Specifications.

PART TWO - PRODUCTS

2.1 GENERAL

All reflector units supplied to the project shall be of the same type and manufacture and shall meet the requirements stipulated in the aforementioned Item 658.

2.2 DELINEATORS

Delineators shall consist of one or two reflector units of the color specified for the various types as defined by SDHPT or the Manual on Uniform Traffic Control Devices.

2.3 OBJECT MARKERS

Object markers shall consist of reflector units of the color specified for the various types as defined by SDHPT or the Manual on Uniform Traffic Control Devices.

PART THREE - EXECUTION

Delineators and object markers shall be mounted on galvanized steel supports and positioned at all roadway crossing culverts and affixed to bridge structures as noted in the construction drawings.

PART FOUR - MEASUREMENT AND PAYMENT

4.1 MEASUREMENT

Delineators and Object Markers will be measured as completely assembled and mounted on the support.

4.2 PAYMENT

Work performed and materials furnished as prescribed by this specification shall be paid for at the unit price bid, which price shall be full compensation for furnishing, fabricating, and installing on the support the delineators and/or object markers as shown on the plans and as specified herein, including housing, back plates, frames, reflector units, fastening plates or brackets where required and all bolts, nuts and washers.

END OF SECTION

TYLER COUNTY, TEXAS
 STREET AND BRIDGE IMPROVEMENTS
 Section 02821
 SEEDING FOR EROSION CONTROL

PART ONE - GENERAL

1.1 DESCRIPTION

"Seeding for Erosion Control" shall consist of preparing ground, providing and planting seed or a mixture of seeds, of the kind specified along and across such areas as are designated on the plans and in accordance with these specifications.

PART TWO - PRODUCTS

2.1 SEED

All seed used must carry a Texas Testing Seed Label showing purity and germination, name and type of seed and that it meets all requirements of the Texas Seed Law. Seed furnished shall be of the previous season's crop and the date of analysis shown on each tag shall be within 9 months of the time of delivery to the project. Each variety of seed shall be furnished and delivered in separate bags or containers. A sample of each variety of seed shall be furnished for analysis and testing when directed by the Engineer.

The specified seed shall equal or exceed the following percentages for purity and germination:

<u>Common Name</u>	<u>Scientific Name</u>	<u>Purity</u>	<u>Germination</u>
Bermuda Grass	Cynodon dactylon	95%	90%
Rye Grass	Lolium Multiflorum	95%	85%
Buffalo Grass	Buchloe Dactyloides	40%	40%
Blue Grama Grass	Bouteloua gracilis	30%	75%
Side-Oats Grama Grass	Bouteloua curtipendula	20%	50%
Little Bluestem Grass	Andropogon scoparius	20%	50%
Big Bluestem Grass	Andropogon furcatus	20%	50%
K-R Bluestem Grass	Andropogon species	20%	50%
Buffel Grass	Pennisetum ciliare	90%	75%
Sudan Grass	Sorghum vulgare var. Sudanese	80%	80%
Dropseed Grass	Sporobolus Texanus	90%	60%
Western Wheat Grass	Agropyron Smithii	65%	65%
Yellow Clover	Melilotus officinalis	90%	90%
Oats	Avena sativa	85%	85%

2.2 FERTILIZER

2.2.1 General:

"Fertilizer" shall consist of providing and distributing fertilizer over such areas as are designated on the plans and in accordance with these specifications.

2.2.2 Materials:

All fertilizer used shall be delivered in bags or containers clearly labeled showing the analysis. The fertilizer is subject to testing by the State Chemist in accordance with the Texas Fertilizer Law. A pelleted or granulated fertilizer shall be used with an analysis of 16-20-0 or 16-8-8. The figures in the analysis represent the percent of nitrogen, phosphoric acid, and potash nutrients respectively as determined by the methods of the Association of Official Agricultural Chemists.

In the event it is necessary to substitute a fertilizer of a different analysis, it shall be a pelleted or granulated fertilizer with a lower concentration. The total amount of nutrients furnished and applied per acre shall equal or exceed that specified for each nutrient.

PART THREE - EXECUTION

3.1 PLANTING

All planting shall be done between the dates specified for each type except as specifically authorized in writing.

The seeds planted per acre shall be of the specified with the mixture, rate and planting dates as follows:

Type 1

Bermuda Grass - hulled	8 lb.	April through September
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Type 2

Buffel Grass	10 lb.	March through May
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Type 3

Bermuda Grass - unhulled	12 lb.	
Rye Grass	30 lb.	September through January 15

Type 4

Bermuda Grass - hulled	8 lb.	
Sudan Grass	10 lb.	February through May

Type 5

Blue Grama	15 lb.	
Side-oats Grama	4 lb.	
Western Wheat	5 lb.	
Yellow Clover	4 lb.	
Dropseed Grass	4 lb.	
Sudan Grass	8 lb.	March through May

3.2 CONSTRUCTION METHODS

3.2.1 After the designed areas have been completed to the lines, grades and cross sections shown on the plans and as provided for in other items of this contract, seeding of the type specified shall be performed in accordance with the requirements hereinafter described.

3.2.2 When an item for fertilizer is included in the plans and proposal, pelleted or granulated fertilizer shall be applied uniformly over the area specified to be fertilized and in the manner directed for the particular item of work. The fertilizer shall be dry and in good physical condition. Fertilizer that is powdered or caked will be rejected. Distribution of fertilizer for the particular item of work shall meet the approval of the Engineer.

3.3 WATERING

The seeded areas shall be watered as directed by the Engineer so as to prevent washing of slopes or dislodgement of the seed.

3.4 FINISHING

Where applicable, the shoulders, slopes and ditches shall be smoothed after seed bed preparation has been completed and shaped to conform to the cross sections previously provided and existing at the time planting operations were begun.

3.5 BROADCAST SEEDING

The seed or seed mixture in the quantity specified shall be uniformly distributed over the areas shown on plans or where directed. If the sowing of seed is by hand, rather than by mechanical methods, the seed shall be sown in two directions at right angles to each other. Seed and fertilizer may be distributed at the same time provided the specified uniform rate of application for both is obtained.

PART FOUR - PAYMENT

Payment for the work covered by this section of the specifications will be made at the contract unit price bid.

END OF SECTION

SEEDING FOR EROSION CONTROL
02821-3

DIVISION 3
CONCRETE

PART ONE - GENERAL

1.1 DESCRIPTION

1.1.1 Provide formwork in accordance with the provisions of this Section for all cast-in-place concrete shown on the Drawings or required by other Sections of these Specifications.

1.1.2 Related work described elsewhere:

Section 02222 - Structural Excavation and Backfill.
Section 03200 - Concrete Reinforcement
Section 03320 - Concrete

1.2 QUALITY ASSURANCE

1.2.1 Design of formwork is Contractor's responsibility.

1.2.2 Standards: Comply with provisions of the ACI 347 "Recommended Practice for Concrete Formwork" and ACI 318 "Building Code Requirements for Reinforced Concrete" as listed in Section 01085, "Reference Standards".

1.3 SUBMITTALS

1.3.1 General: Comply with provisions of Section 01300, "Submittals".

1.3.2 Manufacturers' data: Submit manufacturers' data and installation instructions for proprietary materials including form coatings, ties and accessories.

PART TWO - PRODUCTS

2.1 FORM MATERIALS

2.1.1 Forms:

- (1) Construct formwork for exposed concrete surfaces with smooth faced undamaged plywood or other panel type materials acceptable to the Engineer, to provide continuous, straight, smooth as-cast surfaces. Furnish in largest practicable sizes to minimize number of construction joints.

- (2) Construct formwork for concrete concealed from view with mortar-tight timber, metal or other materials as approved by the engineer.
- (3) Construct formwork for concrete to be covered with plaster cement with rough sawn timber or plywood forms with mortar tight joints.
- (4) Provide form material with sufficient thickness to withstand pressure of newly placed concrete to prevent bulging or sagging.

2.1.2 Form ties:

- (1) Provide factory-fabricated, adjustable-length, removable or snap-off metal form ties, designed to resist forces due to concrete pressure and other construction practices and designed to prevent form deflection and spalling of concrete surfaces upon removal.
- (2) Remove wire ties back at least one (1) inch from face of concrete.
- (3) Provide form ties which will not leave a hole larger than 1" diameter in the concrete surface.

2.1.3 Forms coatings: Provide commercial formulation form-coating compounds that will not bond with, stain, nor adversely affect concrete surfaces requiring bond or adhesion, nor impede the wetting of surfaces to be cured with water or curing compounds.

2.2 DESIGN OF FORMWORK

2.2.1 General:

- (1) Design, erect, support, brace, and maintain formwork so that it will safely support vertical and lateral loads that might be applied, until such loads can be supported by the concrete structure.
- (2) Carry vertical and lateral loads to ground by formwork system and in-place construction that has attained adequate strength for that purpose.
- (3) Construct formwork so that concrete members and structures are of correct size, shape, alignment, elevation, and position.
- (4) Design forms and falsework to include live load, dead load, weight of moving equipment. Impact loads and other factors pertinent to safety of structure during construction. Consider rate and method of placing concrete.

- (5) Provide shore and struts with positive means of adjustment capable of taking up formwork settlement during concrete placing operations, using wedges or jacks or a combination thereof.
- (6) Provide trussed supports when adequate foundations for shores and struts cannot be secured.
- (7) Support form facing materials by structural members spaced sufficiently close to prevent bulging.
- (8) Fit forms placed in successive units for continuous surfaces to accurate alignment, free from irregularities, and within allowable tolerances.
- (9) Provide camber in formwork as required for anticipated deflections due to weight and pressures of fresh concrete and construction loads.
- (10) Provide formwork sufficiently tight to prevent leakage during concrete placement. Solidly butt joints and provide backup material at joints as required to prevent leakage and fins.

2.2.2 Earth forms: Side forms of footings may be omitted and concrete placed directly against excavation only when requested by the Contractor and accepted by the Engineer. When omission of forms is accepted, provide one-inch additional concrete on each side to dimensions shown.

PART THREE - EXECUTION

3.1 SURFACE CONDITIONS

Examine the substrate and conditions under which work of this Section is to be performed, and correct unsatisfactory conditions which would prevent proper and timely completion of the Work. Do not proceed until unsatisfactory conditions have been corrected.

3.2 FORM CONSTRUCTION

3.2.1 General

- (1) Construct forms to the exact sizes, shapes, lines, and dimensions shown, and as required to obtain accurate alignment, location, grades, level, and plumb work in finished structures.
- (2) Provide for openings, offsets, sinkages, keyways, recesses, moldings, reglets, chamfers, blocking, screeds, bullheads, anchorages, inserts, and other features required. Use selected materials to obtain required finishes.

- (3) Form openings, to accommodate installation by other trades of materials to be installed after concrete placement. Verify opening dimensions to conform to sizes required for materials and equipment. In the event a deviation from Drawing dimensions results in problems, Contractor to resolve conditions as approved by the Engineer, without additional expense to the Owner.

3.2.2 Fabrication:

- (1) Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush plates or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces where the slope is too steep to place concrete with bottom forms only. Kerf wood inserts for forming keyways, reglets, recesses, and the like, to prevent swelling and assure ease of removal.
- (2) Provide temporary openings where interior area of formwork is inaccessible for cleanout, for inspection before concrete placement, and for placement of concrete. Brace temporary closures and set tightly to temporary openings on forms in inconspicuous locations, consistent with design requirements. Form intersecting planes to provide true, clean cut corners.

3.2.3 Falsework:

- (1) Erect falsework and support, brace and maintain it to safely support vertical, lateral, and asymmetrical loads applied until such loads can be supported by in-place construction. Construct falsework so that adjustments can be made for take-up and settlement.
- (2) Provide wedges, jacks, or camber strips to facilitate vertical adjustments. Carefully inspect falsework and formwork during and after concrete placement operations to determine abnormal deflection or signs of failure; make necessary adjustments to produce Work of required dimensions.

3.2.4 Forms for exposed concrete:

- (1) Drill forms to suit ties used and to prevent leakage of concrete mortar around tie holes. Do not splinter forms by driving ties through improperly prepared holes.
- (2) Provide sharp, clean corners at intersecting planes, without visible edges or offsets. Back joints with extra studs or girts to maintain true, square intersection.

- (3) Use extra studs, walers, and bracing to prevent objectionable bowing of forms between studs and to avoid bulge concrete. Do not use narrow strips of form material which will produce bow.
- (4) Assemble forms so they may be readily removed without damage to exposed concrete surfaces.

3.2.5 Corner treatment: Unless shown otherwise, form chamfers with 3/4" x 3/4" strips, accurately formed and surfaced to produce uniformly straight lines and tight edge joints on exposed concrete. Extend terminal edges to required limit and miter chamfer strips at changes in direction.

3.2.6 Control joints: Locate as indicated.

3.2.7 Cleaning and tightening: Thoroughly clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, and other debris just before concrete is placed. Retighten forms immediately after concrete placement as required to eliminate mortar leaks.

3.3 FORM COATINGS

Coat form contact surfaces with form-release compound before reinforcement is placed. Do not allow excess form-release material to accumulate in the forms or to come into contact with surfaces which will be bonded to fresh concrete such as reinforced bars. Apply in compliance with manufacturer's instructions.

3.4 INSTALLATION OF EMBEDDED ITEMS

3.4.1 General: Set and build into the work anchorage devices and other embedded items required for other work that is attached to, or supported by, cast-in-place concrete. Use setting drawings, diagrams, instructions and directions provided by suppliers of the items to be attached thereto.

3.4.2 Edge forms and screeds strips for slabs: Set edge forms or bulkheads and intermediate screed strips for slabs to obtain required elevations and contours in the finished slab surface. Provide and secure units to support types of screeds required.

3.5 SHORES AND SUPPORTS

Comply with ACI 347 for shoring and reshoring in multistory construction, and as herein specified. Submit a shore removal and reshoring schedule and drawings for the Engineer's review before proceeding with this work. Do not proceed until schedule and drawings have been reviewed.

3.6 REMOVAL OF FORMS

3.6.1 General: Formwork not supporting concrete, such as sides of beams, walls, columns, and similar parts of the Work, may be removed after cumulatively curing at not less than 50 degrees F for 24 hours after placing concrete, provided concrete is sufficiently hard to not be damaged by form removal operation, and provided that curing and protection operations are maintained.

3.6.2 Formwork supporting weight of concrete, such as beam soffits, joists, slabs and other structural elements may not be removed in less than 14 days, and not until concrete has attained design minimum 28 day compressive strength. Determine potential compressive strength of in-place concrete by testing field-cured specimens representative of the concrete location or members, as specified in other Sections.

3.6.3 Form facing material may be removed four days after placement, only if shores and other vertical supports have been arranged to permit removal of form facing material without loosening or disturbing shores and supports.

3.7 RE-USE OF FORMS

Clean and repair surfaces of forms to be re-used in the Work. Split, frayed, delaminated or otherwise damaged formfacing material will not be acceptable. Apply new form-release compound material to concrete contact surfaces as specified for new formwork. When forms are reused for successive concrete placement, thoroughly clean surfaces, remove fins and laitance, and tighten forms to close all joints. Align and secure joints to avoid offsets.

PART FOUR - MEASUREMENT AND PAYMENT

4.1 PAYMENT

The Concrete Formwork shall not be paid for direct, but the material, equipment, labor, etc. to be furnished under this item shall be considered subsidiary to and included in the Unit Bid Price for other items in this contract and shall constitute full compensation for all concrete formwork complete as specified herein and as shown on the drawings.

END OF SECTION

TYLER COUNTY, TEXAS
STREET AND BRIDGE IMPROVEMENTS
Section 03200
CONCRETE REINFORCEMENT

PART ONE - GENERAL

1.1 DESCRIPTION

1.1.1 Work included: Provide complete, in place, steel required for reinforcement of cast-in-place concrete as shown on the Drawings.

1.1.2 Related work described elsewhere:

Section 03100 - Concrete Formwork
Section 03320 - Concrete

1.2 QUALITY ASSURANCE

Comply with provisions of standards listed in Section 01085 and this section:

- (1) CRSI "Manual of Standard Practice";
- (2) ACI 315.
- (3) ACI 318.

1.3 SUBMITTALS

1.3.1 General: Comply with provisions of Section 01300.

1.3.2 Shop Drawings: Complete Shop Drawings of material proposed to be furnished and installed under this Section as follows:

- (1) Shop drawings indicating location, placement, sizes and bending.
- (2) Shop drawings in accordance with ACI 315.
- (3) Mechanical splicing devices or complers.

1.3.3 Mill certificates: Certified copy of mill certificates of compliance with requirements specified herein.

1.4 PRODUCT HANDLING

1.4.1 Delivery: Deliver reinforcement to the job site bundled, tagged, and marked. Use metal tags indicating bar size, lengths, and other information corresponding to markings shown on placement diagrams.

1.4.2 Storage: Store reinforcement at the job site in a manner to prevent damage and accumulation of dirt and excessive rust. Store above ground on skids or supports.

1.4.3 Handling: Handle material so as to prevent its damage or injury.

PART TWO - PRODUCTS

2.1 MATERIALS

2.1.1 Deformed Reinforcing bars shall conform to ASTM A 615, Grade 60.

2.1.2 Cold Drawn Steel wire shall conform to ASTM A 82.

2.1.3 Welded wire fabric shall conform to ASTM A 185.

2.1.4 Smooth Dowel Bars shall conform to ASTM A 615, Grade 40 or 60.

2.1.5 Supports for reinforcement: Contractor shall furnish bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcement in place:

- (1) Use wire bar type supports complying with CRSI recommendations, unless otherwise indicated. Do not use wood, brick, and other unacceptable materials.
- (2) For slabs on grade, use supports with sand plates or horizontal runners where base material will not support chair legs.
- (3) For exposed-to-view concrete surfaces, where legs of supports are in contact with forms, provide supports with either hot-dip galvanized or plastic protected legs.

2.1.6 Mechanical Splicing Devices: They shall be as approved in writing by the Engineer.

2.2 FABRICATION

2.2.1 Bending: Reinforcing steel shall be bent in shop, cold, true to shapes indicated on plans. Inside diameter of bends in accordance with ACI 315.

2.2.2 Tolerances: Conform to ACI 315.

2.2.3 Splices: Permitted only where shown on plans unless prior written approval is received. Lap bars so that both bars will be in the same plane parallel with the nearest concrete surface. All splices, whether lap, weld, mechanical, or coupler, to develop full strength of bar.

2.2.4 Welded Splices:

- (1) Procedures and electrodes as specified in AWS D12.1-75.
- (2) For bars No. 6 and smaller, use lap weld splices with fillet weld equal to one-half bar diameter on each side for four inches in length.
- (3) For bars No. 7 and larger, use butt weld splices in accordance with Figure 3.5, AWS D12.1-75.
- (4) Prepare ends for butt welding in the field, and deliver bars of sufficient length to permit this practice.

2.2.5 Unacceptable materials: Reinforcement with any of the following defects will not be permitted.

- (1) Bar lengths, depths, and bends exceeding specified fabrication tolerances.
- (2) Bend or kinks not indicated on Drawings or final Shop Drawings.
- (3) Bars with reduced cross-section due to excessive rusting or other cause.
- (4) Breaks or splits occurring at bends.

2.2.6 Welded Wire Fabric Splices: Shall conform to ACI 318.

PART THREE - EXECUTION

3.1 INSPECTION

Examine the substrate, formwork, and the conditions under which concrete reinforcement is to be placed, and correct conditions which would prevent proper and timely completion of the Work. Do not proceed with the Work until unsatisfactory conditions have been corrected.

3.2 INSTALLATION

3.2.1 General:

- (1) Comply with the specified standards for details and methods of reinforcement placement and supports, and as herein specified.
- (2) Clean reinforcement to remove loose rust and mill scale, earth, and other materials which reduce or destroy bond with concrete.

- (3) Position, support, and secure reinforcement against displacement by formwork, construction, or concrete placement operations. Locate and support reinforcing by metal chairs, runners, bolsters, spacers, and hangers, as required.
- (4) Place reinforcement to obtain the minimum coverages for concrete protection. Arrange, space, and securely tie bars and bar supports together with 16 gage wire to hold reinforcement accurately in position during concrete placement operations. Set wire ties so that twisted ends are directed away from exposed concrete surfaces.
- (5) Install welded wire fabric in as long of lengths as practicable. Lap adjoining pieces as required by ACI 318.
- (6) Provide sufficient numbers of supports of strength to carry reinforcement. Do not place reinforcing bars more than 2-inches beyond the last leg of any continuous bar support. Do not use supports as bases for runways for concrete conveying equipment and similar construction loads.

3.2.2 Splices: Provide standard reinforcement splices by lapping ends, placing bars in contact, and tightly wire tying.

PART FOUR - MEASUREMENT AND PAYMENT

4.1 MEASUREMENT

Measurement of items covered by this specification will be on a unit basis in accordance with the Bid Form.

4.2 PAYMENT

Payment shall be made at the contract Unit Price Bid for the appropriate Bid Item and shall constitute full compensation for all labor, equipment, machinery, materials, and other incidentals necessary to complete the work of all improvements included in this Section.

END OF SECTION

TYLER COUNTY, TEXAS
STREET AND BRIDGE IMPROVEMENTS
Section 03320
CONCRETE (SHORT FORM)

PART ONE - GENERAL

1.1 DESCRIPTION

The work required under this section includes the furnishing of all labor, tools, equipment, services and all materials necessary for and incidental to the completion of all concrete work, both plain and reinforced, as shown on the plans and/or described herein.

1.2 QUALITY ASSURANCE

1.2.1 Submittals: Submit mix designs for strength.

1.2.2 Tests: Make test specimens to maintain check on concrete strength throughout job.

1.3 REFERENCE STANDARDS

1.3.1 ACI 301 - Specifications for Structural Concrete for Buildings.

1.3.2 ACI 315 - Detailing Reinforced Concrete Structures.

1.3.3 ACI 318 - Building Code Requirements for Reinforced Concrete.

1.3.4 ASTM A185 - Welded Wire Fabric.

1.3.5 ASTM A615 - Deformed Reinforcing Steel.

PART TWO - PRODUCTS

2.1 CONCRETE

Ready mixed conforming to ASTM-C94 or site mixed.

2.1.1 Cement: ASTM-C150, Type 1; no caked cement; one brand for one structure; deliver in bags for site mixing.

2.1.2 Water: Free from oils, acids, alkalis, organic matter, salts, or other deleterious substances.

- 2.1.3 Coarse Aggregate: ASTM-C33; Maximum size 1-1/2 inch.
- 2.1.4 Fine Aggregate: Natural sand meeting requirements of ASTM-C33.
- 2.1.5 Admixture: Air-entraining conforming to requirements of ASTM-C260.
- 2.1.6 Classification:

Class	Type	Min. 28-day Compressive Strength (Lbs. per Square In.)	Max. Water Content per Bag of Cement (Gal.)	Min. Cement (Bags per Cu. Yd.)	Consistency Range in Slump (In.)	Air Content (%)
A	Structural	3,000	6.25	5.25	2-1/2 to 4-1/2	2-1/2 to 4-1/2
B	Slope Paving, Fill, or Pipe Blocking	2,000	8.5	4.25	2-1/2 to 4	2-1/2
C	Seal Slab	---	---	4.0	6 to 8	as needed

Include in maximum water, free water in aggregate minus absorption of aggregate based on a thirty-minute absorption period.

2.2 REINFORCING STEEL

Reinforcing steel shall conform to Section 03200 "Concrete Reinforcement".

2.3 EXPANSION JOINT

Unless otherwise shown expansion joint material to be asphalt or asphalt impregnated fiber joint in accordance with ASTM-D994 or ASTM-D1751 respectively.

2.4 CURING MATERIAL

2.4.1 Water: Free from oils, acids, alkalis, salts, or other deleterious materials.

2.4.2 Cotton Mats: Filling material of cotton "bat" (min. 12 oz. per sq. yd.) with unsized cloth covering (min. 6 oz. per sq. yd.)

2.4.3 Liquid curing and scaling compounds shall conform to ASTM C 309, Type 1.

2.5 LUMBER

Seasoned, of good quality, and free from loose or unsound knots, knot holes, twists, shakes or decay.

2.6 GROUT

2.6.1 Grout: One part Portland Cement to two parts sand.

2.6.2 Non-Shrinking Grout: Pre-mixed grout which is non-metallic, non-corrosive, and non-staining; containing specially selected silica sands, cement, shrinkage compensating agents, plasticizing and water reducing agents.

- (1) Conform to requirements of Corps of Engineers CRD-C588. Test method CRD-C589.
- (2) Yield of 0.9 cubic foot to 1.0 cubic foot per 100 pounds.
- (3) Mixing water per 100 pounds:
 - Stiff - 2 gallons
 - Plastic - 2-1/4 gallons
 - Flowable - 2-1/2 gallons
- (4) Minimum 28 day compressive strength of 8,000 psi.
- (5) Maintain grout temperature during placement between 50° F and 90° F.

2.7 Polyethylene Film for Permanent Moisture Barrier: Minimum thickness .006 inch (six mils) and high impact-strength rating.

2.8 Concrete Bonding Agent: "Daraweld-C" as manufactured by W.R. Grace and Company, or "Bond Crete-S" as manufactured by Burke Concrete Accessories, Inc.

PART THREE - EXECUTION

3.1 FORMS

3.1.1 Lumber: Mortar tight; smooth surface; true to line and grade, and adequately braced.

3.1.2 Provide plywood or masonite surfaces for concrete faces to be rub finished.

3.2 MIXING CONCRETE

3.2.1 Mix and deliver in accordance with ASTM-C94.

3.2.2 Clean and maintain equipment for good operation.

3.2.3 Job mix concrete in approved type mixer for minimum of one and one-half minutes for one cubic yard batch. Add 15 seconds for each half yard increase over one yard batch.

3.3 PLACING CONCRETE

3.3.1 General Requirements

- (1) Give notice before placement.
- (2) Place in daylight hours.
- (3) Discharge within one hour after start of mixing.

3.3.2 Handling and Transporting

- (1) Use method to prevent segregation.
- (2) Use buckets, chutes, buggies, pipes, or troughs.
- (3) Protect against sun and wind, to prevent loss of slump and workability.
- (4) Use of aluminum equipment not permitted.

3.3.3 Depositing

- (1) Continuous horizontal layers twelve inches thick.
- (2) Limit free fall to five feet.
- (3) Use tremies for free fall over five feet.
- (4) Maintain temperature above 50° F.
- (5) Use retarding agent for air temperatures above 85° F.
- (6) Provide thermometer for temperature verification.

3.4 CURING CONCRETE

3.4.1 Cure for six consecutive curing days.

3.4.2 Cure high-early-strength concrete for three consecutive curing days.

3.4.3 "Curing Day" is a calendar day whose temperature is above 50° F for at least 19 hours.

3.5 FORM REMOVAL

3.5.1 Remove forms under slabs, beams, or girders after seven days.

3.5.2 Remove all other forms after two days.

3.6 PATCHING CONCRETE

Patch honeycomb and tie holes.

3.7 DEFECTIVE WORK

Repair or replace immediately after form removal at Contractor's expense.

3.8 SLAB FINISH

Wood float, or steel trowel if designated on Plans.

3.9 RUB-FINISHED SURFACES

3.9.1 Rub-finish exposed vertical and battered surface from six inches below final ground line or low water to top.

3.9.2 No rubbing required for structures extending twelve inches or less above ground or water.

3.9.3 Prove two rubbings.

(1) First with No. 16 carborundum stone.

(2) Second with No. 30 carborundum stone.

3.9.4 Finish to provide clean, smooth, uniform surface.

3.10 CONSTRUCTION JOINTS

As shown or as approved.

3.11 CLEAN-UP

Clean area from time to time during construction, and clean area completely after completion of work.

PART FOUR - MEASUREMENT AND PAYMENT

No separate measurement and payment for work performed under this item. Include cost of same in contract price bid for items of which this work is a component part.

END OF SECTION

LEASE AGREEMENT

VOL 009 PAGE 78

THE STATE OF TEXAS §

COUNTY OF TYLER §

THIS AGREEMENT, made and entered into this 30th day of March, 19 84, by and between the COUNTY OF TYLER, STATE OF TEXAS, a political subdivision of the State of Texas, hereinafter called "Lessor", and CHEM-AIR SOUTH, INC., a Louisiana Corporation, P.O. Box 7241 Shreveport, Louisiana, 71103, hereinafter called "Lessee".

WITNESSETH:

That the Lessor does hereby lease, demise and let unto the Lessee the following described premises:

(See Exhibit "A" Attached)

which premises are located in Tyler County, Texas, and are a portion of the property owned by Lessor described on Exhibit "A" attached hereto and hereby incorporated by this reference.

The term of this lease is for five months and nineteen (19) days, running from and including the 12th day of December, 19 83, up to and including the 30th day of June 1984, unless sooner terminated as herein provided.

The Lessee to have the exclusive right to the possession of the leased premises during the term hereof and may make such excavations and lay such foundations as may be necessary for buildings, trailers, fuel tanks, machinery and fixtures, and roads or roadways when and if necessary.

During the initial lease period of this lease, Lessee shall pay as base rent to Lessor the sum of THREE HUNDRED AND NO/100 (\$300.00) DOLLARS, payable in advance on the execution of this agreement.

It is understood and agreed by the parties herein that the land herein involved is to be used as a materials storage site, to include storage of trucks, trailers, parts, spray materials, and

the location of offices for Lessee in Tyler County, Texas, Lessee agrees to construct adequate fences surrounding the portion of the leased premises to be used for the storage of chemical spray materials so as to prevent access to such area by the general public.

Lessee may not assign this lease or any part thereof without the prior written permission of Lessor. Lessee may sublet the premises, or any part thereof, provided that Lessee shall, at all times, remain primarily responsible to Lessor for the payment of rentals due hereunder and the performance of all the terms and conditions hereof. No subletting shall, in any manner, be for any term greater than that granted Lessee herein.

Lessee accepts the premises in its present condition and subject to any and all defects, whether patent or latent, known or unknown. Lessee agrees to keep, defend and hold Lessor harmless from any liability or claim for damages or loss to persons or property both real or asserted, accruing from any cause or causes in, on or connected with or about the leased premises, or arising out of Lessee's occupancy of said premises, including, but not limited to, claims by Lessee, its customers, its employees or other.

Lessee agrees to procure and maintain a policy or policies of insurance at its own cost and expense, insuring Lessor and Lessee from all claims, demands or action for injury to or death of any one person in an amount of not less than \$100,000.00, and for injury to or death of more than one person in any one accident to the limit of \$300,000.00, and for damage to property in an amount of not less than \$50,000.00 made by or on behalf of any person or persons, firm or corporation arising from, related to or connected with the conduct and operation of Lessee's business on the leased premises. Lessor shall pay at its expense all ad valorem taxes, if any, on the leased premises. Lessee shall pay at its expense all personal property tax levied upon the personal property on the demised premises during the term of this lease, or any extension thereof.

It is understood and agreed that the leased premises, during the term hereof and any extensions thereof, may be used and occupied by Lessee as a material storage site and for all other legal, commercial business operations conducted in connection therewith. Lessee agrees that in the conduct of its business it will abide by all state and federal laws.

Lessee agrees to be responsible, at Lessee's cost and expense, during the term of this lease and any extensions thereof, for keeping the leased premises free of all weeds to the extent necessary or required to comply with all health and environmental requirements, and shall keep the leased premises mowed at all times. In the event Lessee fails to properly keep the leased premises in a condition meeting all health and environmental requirements, Lessor may do so at Lessee's expense, and Lessee shall reimburse Lessor for the cost thereof. Lessee will surrender the leased premises at the expiration or termination of this lease free and clear of litter and trash, and further agrees to remove all buildings, trailers, tanks, and other materials used by Lessee in the operation of its business.

Lessee shall provide and pay for all utilities to the leased premises, including, but not limited to, gas, water and electricity, if any be necessary.

Lessee may place or install on the leased premises such trade fixtures and equipment as Lessee shall deem desirable for the conduct of business therein. Upon the expiration of this lease, Lessee may remove from the leased premises all such equipment, fixtures and merchandise, provided Lessee is not then in default with respect to any of Lessee's rental obligations or other obligations hereunder, and provided further that such removal shall be performed in a workmanlike manner, leaving the premises in good condition.

All rent, reports and notices shall be given wither to Lessor or to Lessee in writing delivered by mail or in person. Notices, if given by mail, shall be sent by Registered or Certified Mail, postage prepaid. If to Lessor, they shall be addressed to Lessor,

Honorable Allen Sturrock, Tyler County Courthouse, Woodville, Texas 75979, or such other address as Lessor may, from time to time, designate by written notice to Lessee. If to Lessee, they shall be addressed to lessee at P.O. Box 7241, Shreveport, Louisiana, 71107, or such other address as Lessee may, from time to time, designate by written notice to Lessor.

It is expressly agreed and understood that in the event Lessee (1) shall fail to pay any annual rent herein provided for when it shall mature and become due and payable, or (2) shall fail for thirty (30) days to do and perform any other act, obligation or thing herein agreed by Lessee to be done and performed by Lessee, then Lessor may, at Lessors' option, declare this lease terminated, and upon giving written notice to Lessee of such election, as herein provided, this lease shall thereupon cease and terminate as fully, finally and completely as if it had expired by lapse of time, and Lessee shall thereupon surrender and deliver said premises to Lessor, paying Lessor any accrued rentals, damages or amounts otherwise then due. Thereafter, all rights and claims of Lessee in and to the use and enjoyment of such premises shall cease.

If the Lessee is adjudicated as bankrupt, or if a permanent receiver is appointed for any of Lessee's property, including any of Lessee's interest in the premises, and such receiver is not removed within sixty (60) days after written notice from the Lessor to the Lessee to obtain such removal; or if, whether voluntary or involuntary, Lessee takes advantage of any debtor or relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred or if the premises of Lessees' effects or interest therein shall be levied upon or attached under any process against Lessee, and not satisfied or dissolved within thirty (30) days after notice from the Lessor to the Lessee to obtain satisfaction thereof; then, in any of such events, the Lessor, at Lessors' option, may at once, during continuance of such default or condition, terminate this lease by written notice

to the Lessee, whereupon, this lease shall end and be terminated. Should this lease be terminated by reason of the foregoing, the premises will be surrendered immediately by the Lessee, and upon failure to surrender the premises to Lessor, Lessor shall have the accumulative privilege of pursuing any remedy provided by law for obtaining possession of the premises as if the terminated Lessee were holding over beyond the term and/or for failure to pay rent, and the Lessor shall be entitled to recover any reasonable attorney's fees and costs incurred in connection therewith. The foregoing shall be without prejudice to any remedies which might otherwise be used for the collection of arrearages in rent or curing breaches or covenants contained herein.

It is specifically understood and agreed by the parties this lease will terminate on the last day of the term hereinbefore set forth without notice from either party to the other. Accordingly, in the event the Lessee remains in possession of the premises after the expiration of this lease or any extensions thereof, the Lessee shall be in wrongful possession of the premises and a trespasser and the Lessor shall have the right any time thereafter to evict the Lessee from the premises and remove Lessee and Lessee's property from the premises, and take any other action available to Lessor at law or equity to regain possession of the premises, and Lessee shall be obligated to pay to Lessor all expenses incurred by Lessor in connection with any such eviction or other action, including reasonable attorney's fees. Further, Lessee will be liable for any other damages which Lessor may sustain resulting from Lessee's wrongful possession, including reasonable attorney's fees Lessor may sustain in connection with any suit brought by Lessor against Lessee resulting from any other such damages. However, Lessor grants Lessee an option to renew this lease for a period of one (1) year after the expiration of its original terms, on the same terms as this lease, except that the extension will be subject to increase in additional rent. Lessee shall give Lessor written notice of its intention to

renew at least sixty (60) days prior to the expiration of this lease.

MISCELLANEOUS PROVISIONS

A. WAIVER: Waiver or failure on the part of the Lessor to complain of any action or inaction on the part of the Lessee, no matter how long the same may continue, shall never be deemed to be a waiver by the Lessor of any of Lessors' rights hereunder. Further, it is covenanted and agreed that no waiver at any time of the provisions hereof by the Lessor shall be construed as a waiver of any of the other provisions hereunder, and that a waiver at any time of any of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions. The consent of approval by the Lessor to or for any action by the Lessee requiring Lessors' consent of approval shall not be presumed as approval or consent for any subsequent similar act by the Lessee.

B. GOVERNING LAW: This lease shall be governed exclusively by the provisions hereof and by the laws of the State of Texas, as the same may, from time to time, exist. Moreover, this lease is to be performed at, and all rentals due and payable in Tyler County, Texas, where exclusive venue shall lie for all purposes.

The terms and conditions of this lease shall be binding upon and inure to the benefit of the parties hereto and their heirs, devisees, legal representatives, successors and assigns.

In witness whereof, the parties hereto have hereunto set their hands on this the 30th day of March, 1984.

CHEM-AIR SOUTH, INC.

COUNTY OF TYLER, STATE OF TEXAS

BY: David Sermons
DAVID SERMONS
Vice-President

BY: Allen Sturrock
HONORABLE ALLEN STURROCK,
County Judge

Maxie Riley
MAXIE RILEY, Commissioner

Jerry Mahan
JERRY MAHAN, Commissioner

Kenneth Lowe
KENNETH LOWE, Commissioner

James R. Jordan
JAMES R. JORDAN, Commissioner

THE STATE OF TEXAS §
COUNTY OF TYLER §

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BEFORE ME, the undersigned authority, on this day personally appeared DAVID SERMONS, vice-President of CHEM-AIR SOUTH, INC. a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this the 6th day of April, A.D. 19 84.

June Maxey
NOTARY PUBLIC IN AND FOR
TYLER COUNTY, TEXAS

My Commission Expires: 5/12/85

Name: JUNE MAXEY
(Typed or printed)

THE STATE OF TEXAS §
COUNTY OF TYLER §

BEFORE ME, the undersigned authority, on this day personally appeared HONORABLE ALLEN STURROCK, County Judge, known to me to be the person whose name is subscribed in the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office on this the 6th day of April, A.D. 19 84.

June Maxey
NOTARY PUBLIC IN AND FOR
TYLER COUNTY, TEXAS

My Commission Expires: 5/12/85

Name: JUNE MAXEY
(Typed or printed)

JUNE MAXEY,
Notary Public in and for
Tyler County, Texas

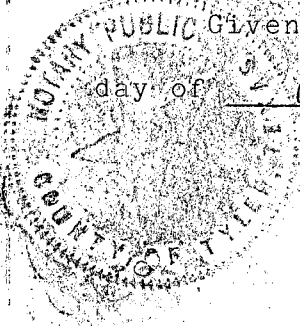
My commission expires 5/12/85

THE STATE OF TEXAS §

COUNTY OF TYLER §

BEFORE ME, the undersigned authority, on this day personally appeared MAXIE RILEY, Commissioner, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office on this the 6th day of April, A.D. 19 84.



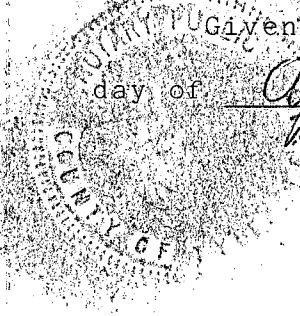
June Masey
NOTARY PUBLIC IN AND FOR
TYLER COUNTY, TEXAS
My Commission Expires: 5/12/85
Name: JUNE MASEY
(Typed or printed)

THE STATE OF TEXAS §

COUNTY OF TYLER §

BEFORE ME, the undersigned authority, on this day personally appeared JERRY MAHAN, Commissioner, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office on this the 6th day of April, A.D. 19 84.

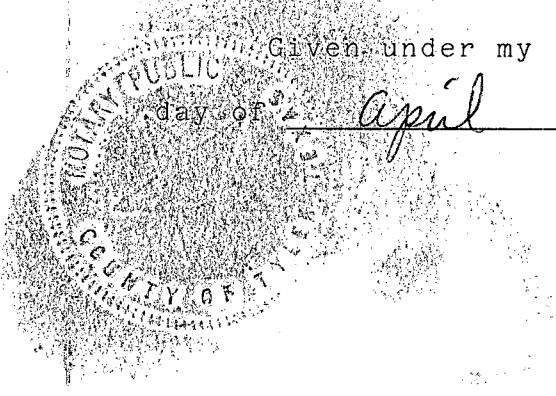


June Masey
NOTARY PUBLIC IN AND FOR
TYLER COUNTY, TEXAS
My Commission Expires: 5/12/85
Name: JUNE MASEY
(Typed or printed)

THE STATE OF TEXAS §
COUNTY OF TYLER §

BEFORE ME, the undersigned authority, on this day personally appeared KENNETH LOWE, commissioner, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office on this the 6th day of April, A.D. 19 84.

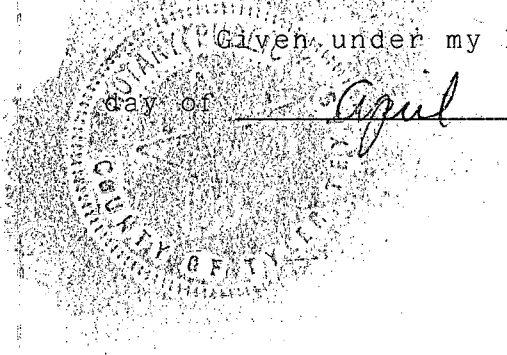


June Maxey
NOTARY PUBLIC IN AND FOR
TYLER COUNTY, TEXAS
My Commission Expires: 5/12/85
Name: LUNE MAXEY
(Typed or printed)

THE STATE OF TEXAS §
COUNTY OF TYLER §

BEFORE ME, the undersigned authority, on this day personally appeared JAMES R. JORDAN, commissioner, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office on this the 6th day of April, A.D. 19 84.



June Maxey
NOTARY PUBLIC IN AND FOR
TYLER COUNTY, TEXAS
My Commission Expires: 5/12/85
Name: LUNE MAXEY
(Typed or printed)

EXHIBIT "A"
PAGE ONE OF TWO PAGES

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BEING out of the James Blunt Survey, Abstract No. 7, Tyler County, Texas, and a portion of said tract of land described in Deed from International Paper Company to County of Tyler, State of Texas, dated April 5, 1960, recorded in Volume 177, Page 408, et seq., and a Correction Deed dated August 2, 1960, recorded in Volume 179, Page 541, et seq., Deed Records of Tyler County, Texas, reference being here made for a more particular description, said leased premeise being more fully described on the attached plat.



CAS Portable Bldg.
Office Site

