

FILED FOR RECORD: 3-31- 1986 at 11:45 o'clock A M.  
 DULY RECORDED: 4-3- 1986 at 9:00 o'clock A M.  
 INSTRUMENT NO. \_\_\_\_\_ GRACE BOSTICK, TYLER COUNTY CLERK  
 Donece Gregory BY: Donece Gregory Deputy

TYLER COUNTY COMMISSIONERS COURT  
 SPECIAL MEETING  
 March 14, 1986 --- 10:00 A.M.

VOL **011** PAGE **707**

A Special Meeting of the Commissioner's Court was held on Friday, March 14, 1986 at 10:00 A.M. All members being present. The meeting was opened with prayer by Commissioner Jordan.

Commissioner Riley made a motion to approve paying bills as submitted by the Auditor's office. Commissioner Graham seconded this motion. All voted yes and none no. SEE ATTACHED.

A motion was made by Commissioner Riley to approve the County Treasurer's monthly report. This motion was seconded by Commissioner Lowe. All voted yes and none no. SEE ATTACHED.

A motion was made by Commissioner Lowe and seconded by Commissioner Jordan to approve the Auditor's Monthly report as submitted by the County Auditor, Ann Strickland. 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  
*Willis Graham* Willis Graham, Comm. Pct. #3  
*James R. Jordan* James R. Jordan, Comm. Pct. #4  
 ATTEST: *Grace Bostick* Grace Bostick, County Clerk



\*\*----- G.L. ACCT. # / DESCRIPTION -----\*\* REF. # TOTAL POSTED

## GENERAL FUND

## COMM. COURT APPROPRIATIONS

VOL 011 PAGE 708

1040109	PROBATION TELEPHONE		
	AT&T INFORMATION SYSTEMS	24501	57.46
	SOUTHWESTERN BELL TELE CO	24502	49.08
1040113	ADVERTISING		
	WOODSMAN PUBLISHING CO.	24503	14.88
1040115	SERVICE CONTRACTS		
	INTERNATION BUS. MACHINES	24504	213.00
	IBM CORPORATION 195-T	24505	138.00
	MONROE	24506	301.00
	COUNTY CLERK:		
1040207	OFFICE SUPPLIES		
	HART-GRAPHICS	24507	61.29
	HART-GRAPHICS	24508	23.48
	ROGERS OFFICE SUPPLY	24509	78.32
	STAFFORD-LOWDON CO.	24510	390.25
	STAFFORD-LOWDON CO.	24511	84.50
	TEXAS STATE DIRECTORY	24512	23.20
	THE DALLAS MORNING NEWS	24513	16.70
	WALRAVEN	24514	68.99
1040209	TELEPHONE		
	AT&T INFORMATION SYSTEMS	24515	62.97
	SOUTHWESTERN BELL TELE CO	24516	72.63
1040218	LEASE EQUIPMENT		
	HARRIS/3M DOCUMENT PROD	24517	425.00
	XEROX CORPORATION	24518	219.00
	VETERANS SERVICE		
1040509	TELEPHONE		
	SOUTHWESTERN BELL TELE CO	24519	30.71
	DISTRICT CLERK		
1040707	OFFICE SUPPLIES		
	HART-GRAPHICS	24520	18.69
	ROGERS OFFICE SUPPLY	24521	5.08
	STAFFORD-LOWDON CO.	24522	320.39
	WALRAVEN	24523	374.40
1040709	TELEPHONE		
	AT&T INFORMATION SYSTEMS	24524	51.00
	SOUTHWESTERN BELL TELE CO	24525	75.00
1040714	BONDS, INSURANCE		
	CLEMMONS INSURANCE AGENCY	24526	50.00

\*\*----- G.L. ACCT. # / DESCRIPTION -----\*\* REF. # TOTAL POSTED

## GENERAL FUND

## JURY ACCOUNT

VOL 011 PAGE 709

1040863	COURT BAILIFF RICHARD IVA HART 88TH JUDICIAL DISTRICT	24527	40.00
1040909	TELEPHONE AT&T INFORMATION SYSTEMS SOUTHWESTERN BELL TELE CO JUSTICE-OF-PEACE, PCT. I	24528 24529	43.02 41.89
1041107	OFFICE SUPPLIES MONROE OFFICE SUPPLY CENTER ROGERS OFFICE SUPPLY WALRAVEN	24530 24531 24532 24533	26.50 4.98 136.89 64.05
1041109	TELEPHONE AT&T INFORMATION SYSTEMS SOUTHWESTERN BELL TELE CO	24534 24535	18.81 118.15
1041161	PETIT JURORS B. R. JEFFERSON DAVID ENLOE GENE RIGGLE CALVIN LEE ESSIE MAE LEE ELISHA DILL JOHN ED HANKS HELEN RILEY JACKIE HINSON JUNE MAXEY JAMES E GRIMES PERCY LEWIS MELISA CARSON SHERYL DEROUEN JUSTICE-OF-PEACE, PCT. II	24536 24537 24538 24539 24540 24541 24542 24543 24544 24545 24546 24547 24548 24549	6.00 6.00 6.00 6.00 6.00 6.00 6.00 6.00 6.00 6.00 6.00 6.00 6.00 6.00
1041209	TELEPHONE AT&T INFORMATION SYSTEMS SOUTHWESTERN BELL TELE CO JUSTICE-OF-PEACE PCT. III	24550 24551	4.64 26.16
1041307	OFFICE SUPPLIES WEST PUBLISHING CO.	24552	14.72
1041309	TELEPHONE COLMESNEIL TELEPHONE CO, JUSTICE-OF-PEACE, PCT. IV	24553	22.31
1041409	TELEPHONE SOUTHWESTERN BELL TELE CO	24554	51.03

\*\*----- G.L. ACCT. # / DESCRIPTION -----\*\*      REF. #      TOTAL POSTED

## GENERAL FUND

## COUNTY COURT

VOL 011 PAGE 710

1041544	COMMITMENTS DEEP EAST TEX. MH-MR CRIMINAL DISTRICT ATTORNEY	24555	75.00
1041907	OFFICE SUPPLIES BOBS PRESCRIPTION SHOP ROGERS OFFICE SUPPLY TEX. DIST. & CO. ATTYS. WILLIAMS & WILKINS	24556 24557 24558 24559	19.14 8.05 62.19 31.41
1041909	TELEPHONE AT&T INFORMATION SYSTEMS SOUTHWESTERN BELL TELE CO	24560 24561	62.00 375.78
1041912	TRAINING & EDUCATION SMU SCHOOL OF LAW	24562	210.00
1041933	RADIO REPAIR BIG THICKET COMMUNICAT. TAX OFFICE	24563	56.75
1042007	SUPPLIES THE DALLAS MORNING NEWS HART-GRAPHICS OFFICE SUPPLY CENTER ROGERS OFFICE SUPPLY	24564 24565 24566 24567	16.70 23.48 24.39 453.36
1042009	TELEPHONE AT&T INFORMATION SYSTEMS SOUTHWESTERN BELL TELE CO	24568 24569	76.98 114.74
1042018	LEASE EQUIPMENT WESTERN DATA SERVICES, INC COUNTY JUDGE	24570	1400.00
1042107	OFFICE SUPPLIES HART-GRAPHICS TEXAS STATE DIRECTORY	24571 24572	23.48 23.20
1042109	TELEPHONE AT&T INFORMATION SYSTEMS SOUTHWESTERN BELL TELE CO COUNTY AUDITOR	24573 24574	19.12 144.18
1042207	OFFICE SUPPLIES ROGERS OFFICE SUPPLY	24575	6.30
1042209	TELEPHONE AT&T INFORMATION SYSTEMS	24576	4.50

\*\*----- G.L. ACCT. # / DESCRIPTION -----\*\* REF. # TOTAL POSTED

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## GENERAL FUND

ACCOUNT #	DESCRIPTION	REF. #	TOTAL POSTED
	COUNTY AUDITOR		
	SOUTHWESTERN BELL TELE CO	24577	66.36
	COUNTY TREASURER		
1042307	OFFICE SUPPLIES		
	PRECISION PRINTING	24578	63.45
	ROGERS OFFICE SUPPLY	24579	3.55
1042309	TELEPHONE		
	AT&T INFORMATION SYSTEMS	24580	3.65
	SOUTHWESTERN BELL TELE CO	24581	57.03
	SHERIFF DEPARTMENT		
1042607	OFFICE SUPPLIES		
	MONROE	24582	26.50
	ROGERS OFFICE SUPPLY	24583	14.67
1042609	TELEPHONE		
	AT&T INFORMATION SYSTEMS	24584	151.02
	SOUTHWESTERN BELL TELE CO	24585	483.10
1042630	REPAIRS TO VEHICLES		
	A-Z DISCOUNT AUTO PARTS	24586	8.67
	R JESSE FORT	24587	300.00
	KNAPP FORD SALES, INC.	24588	20.21
	WAL-MART STORE #283	24589	58.88
	WOODVILLE AUTO PARTS	24590	115.31
1042631	TIRES, TUBES		
	COXS EXXON	24591	4.00
	MANUEL TIRE CO	24592	239.12
1042632	GAS, OIL, GREASE		
	CHEVRON U.S.A. INC.	24593	30.71
	DIAMOND SHAMROCK	24594	26.93
	GARDNER OIL CO., J.E.	24595	1321.45
	HILLTOP GROCERY	24596	17.92
	MOBIL OIL CREDIT CORP.	24597	8.75
	TEXACO, INC.	24598	95.95
	EXXON CO. CREDIT CARD CEN	24599	18.86
1042633	RADIO MAINTENANCE		
	BIG THICKET COMMUNICAT.	24600	95.00
1042634	LEASE EQUIPMENT/TELETYPE		
	RACAL-MILGO	24601	182.00
1042637	CAMERAS, FILM		
	WAL-MART STORE #283	24602	33.48
1042641	UNIFORMS		
	JEFFERSON CLEANERS	24603	174.00

\*\*----- G.L. ACCT. # / DESCRIPTION -----\*\*      REF. #      TOTAL POSTED

## GENERAL FUND

## SHERIFF DEPARTMENT

VOL 011 PAGE 712

	SARGENT-SOWELL, INC.	24604	59.20
	TYLER COUNTY JAIL		
1042707	JAIL SUPPLIER		
	DURHAM SAW COMPANY	24605	42.22
	WAL-MART STORE #283	24606	141.85
1042736	PRISONERS MEALS		
	FAIRWAY FOODS	24607	518.50
1042798	MEDICAL & MISC. JAIL EXPENSE		
	JARROTTS PHARMACY	24608	36.78
	DEPT. OF PUBLIC SAFETY		
1043009	TELEPHONE, DPS & P&W		
	SOUTHWESTERN BELL TELE CO	24609	21.16
1043013	RADAR REPAIR		
	BIG THICKET COMMUNICAT.	24610	147.50
	CURRY, JOE & SON	24611	234.90
	HEALTH & SANITATION		
1043649	AID TO INDIGENTS		
	FRANKS CONOCO STATION	24612	27.60
	JONES-GRIFFIN-KENT ASSOC.	24613	25.00
	PAR-GAS	24614	24.00
	TRI-COUNTY COMMUNITY ACT	24615	200.00
	SENIOR CITIZENS OFFICE		
1043707	OFFICE SUPPLIES		
	OFFICE SUPPLY CENTER	24616	3.56
	WAL-MART STORE #283	24617	10.90
1043730	REPAIRS TO VEHICLES		
	HENSARLINGS AUTO SERVICE	24618	13.00
	MODICA BROS.	24619	99.30
1043732	GAS & OIL		
	JACKSONS PETROLEUM PRODS.	24620	200.35
	WAL-MART STORE #283	24621	10.70
1043738	UTILITIES		
	SOUTHWESTERN BELL TELE CO	24622	38.94
	COUNTY EXTENSION OFFICE		
1043907	OFFICE SUPPLIES		
	ROGERS OFFICE SUPPLY	24623	28.55

\*\*----- G.L. ACCT. # / DESCRIPTION -----\*\*      REF. #      TOTAL POSTED

## GENERAL FUND

## COUNTY EXTENSION OFFICE

VOL 011 PAGE 713

1043909	TELEPHONE		
	AT&T INFORMATION SYSTEMS	24624	10.95
	SOUTHWESTERN BELL TELE CO	24625	145.48
	TYLER COUNTY AIRPORT		
1044130	REPAIRS, MOWING		
	NATIONAL AIRPORT EQUIP	24626	85.70
1044138	UTILITIES		
	SOUTHWESTERN BELL TELE CO	24627	16.54
	BUILDING MAINTENANCE		
1044207	JANITORS SUPPLIES		
	BANCROFT, INC.	24628	78.57
	TYLER COUNTY TRACTOR	24629	22.05
	TYCO FEED	24630	12.50
	WAL-MART STORE #283	24631	9.57
	WOODVILLE FEED	24632	64.50
1044238	COURTHOUSE UTILITIES		
	CITY OF WOODVILLE	24633	941.54
	GULF STATES UTILITIES	24634	56.11

TOTAL CREDIT TO A/P      14,101.01-      REF. # 24635

\*\*----- G.L. ACCT. # / DESCRIPTION -----\*\*      REF. #      TOTAL POSTED

## ROAD &amp; BRIDGE I

## OPERATING EXPENSES

VOL 011 PAGE 714

2145128	MACHINERY MAINTENANCE		
	A-Z DISCOUNT AUTO PARTS	24636	62.05
	BRANCH MACHINE SHOP	24637	332.77
	GEORGE P. BANE, INC.	24638	1281.79
	C&M REPAIR SERVICE	24639	336.00
	WOODVILLE AUTO PARTS	24640	120.73
	WILLS, JAMES W..	24641	246.00
2145129	GAS, OIL, GREASE		
	JACKSONS PETROLEUM PRODS.	24642	824.00
2145131	CULVERTS		
	FREEMANS HARDWARE	24643	310.80
2145135	UTILITIES		
	GULF STATES UTILITIES	24644	40.73
	SENACA WATER SUPPLY CORP.	24645	9.00
2145138	CONTRACT LABOR/LANDFILL		
	BOB RAWALS	24646	787.50
2145140	MISCELLANEOUS SUPPLIES		
	A-Z DISCOUNT AUTO PARTS	24647	68.00
	DURHAM SAW COMPANY	24648	4.50
	DAVIS FOOD MARKET	24649	7.40

TOTAL CREDIT TO A/P

4,431.27-

REF. # 24650



\*\*----- G.L. ACCT. # / DESCRIPTION -----\*\* REF. # TOTAL POSTED

## ROAD &amp; BRIDGE II

## OPERATING EXPENSES

VOL 011 PAGE 715

2245128	MACHINERY MAINTENANCE		
	BRANCH MACHINE SHOP	24651	100.00
	C&M REPAIR SERVICE	24652	168.00
	HICKMAN'S SALES & SERVICE	24653	97.93
	MUSTANG TRACTOR	24654	363.90
	WOODVILLE AUTO PARTS	24655	485.17
2245129	GAS, OIL, GREASE		
	GARDNER OIL CO., J.E.	24656	1001.05
2245130	TIRES, TUBES		
	HENSARLINGS AUTO SERVICE	24657	33.00
	HICKMAN'S SALES & SERVICE	24658	26.00
2245132	ROAD MATERIAL		
	TRIPLE S. CRUSHED STONE	24659	136.01
2245135	UTILITIES		
	CHESTER WATER SUPPLY COR.	24660	9.00
2245140	MISCELLANEOUS SUPPLIES		
	GULF WELDING	24661	8.00
	THORNTON HARDWARE	24662	20.98

TOTAL CREDIT TO A/P

2,449.04 REF. # 24663

\*\*----- G.L. ACCT. # / DESCRIPTION -----\*\* REF. # TOTAL POSTED

## ROAD &amp; BRIDGE III

## OPERATING EXPENSES

VOL 011 PAGE 716

2345128	MACHINERY MAINTENANCE		
	A-Z DISCOUNT AUTO PARTS	24664	109.79
	CLEVELAND MACK SALES INC	24665	1017.58
	ETOX, INC.	24666	87.80
	JIMMYS AUTO PARTS	24667	286.50
	SERVICE FUEL INJECTION	24668	896.35
	THE TORQUE SHOP	24669	50.00
	WOODVILLE AUTO PARTS	24670	9.94
2345129	GAS, OIL, GREASE		
	GARDNER OIL CO., J.E.	24671	1733.66
2345130	TIRES, TUBES		
	BILL'S TIRE SERVICE	24672	22.50
	COLLINS TIRE	24673	224.40
	HARRELL MACHINERY, INC.	24674	250.00
	JASPER TIRE & DIST CO	24675	1393.30
	MANUEL TIRE CO	24676	481.65
	OWENS EXXON	24677	46.50
2345131	CULVERTS		
	FREEMANS HARDWARE	24678	323.69
2345133	LUMBER & HARDWARE		
	MARTINS TRU-VALUE HDWE.	24679	3.87
2345135	UTILITIES		
	COLMESNEIL TELEPHONE CO.	24680	63.07
	GULF STATES UTILITIES	24681	120.49
2345140	MISCELLANEOUS SUPPLIES		
	DAVIS GROCERY	24682	42.48
	CAPITAL OUTLAY		
2345345	PURCHASE OF EQUIPMENT		
	WILMA J. SKINNER	24683	350.00

TOTAL CREDIT TO A/P

7,513.57-

REF. # 24684

\*\*----- G.L. ACCT. # / DESCRIPTION -----\*\*      REF. #      TOTAL POSTED

## ROAD &amp; BRIDGE IV

## OPERATING EXPENSES

2445128	MACHINERY MAINTENANCE		
	MUSTANG TRACTOR	24685	1681.08
	GEORGE P. BANE, INC.	24686	1464.71
	WOODVILLE AUTO PARTS	24687	50.69
	GULF WELDING	24688	12.00
	KNAPP FORD SALES, INC.	24689	97.89
	BRANCH MACHINE SHOP	24690	41.24
	A-Z DISCOUNT AUTO PARTS	24691	25.81
2445129	GAS, OIL, GREASE		
	GARDNER OIL CO., J.E.	24692	695.25
2445131	CULVERTS		
	FREEMANS HARDWARE	24693	7.50
2445132	ASPHALT & ROAD OIL		
	CONSTRUCTION MATERIALS	24694	621.92
2445135	UTILITIES		
	SOUTHWESTERN BELL TELE CO	24695	20.03
	TYLER COUNTY WATER SUPPLY	24696	16.50
	GULF STATES UTILITIES	24697	47.04
2445140	MISCELLANEOUS SUPPLIES		
	MCINNIS HARDWARE	24698	22.44
	SPURGER GULF STATION	24699	135.81
	SPURGER MERCANTILE	24700	28.44
	CAPITAL OUTLAY		
2445345	PURCHASE OF EQUIPMENT		
	REPUBLIC BANK TYLER	24701	1042.65

TOTAL CREDIT TO A/P      6,011.00-      REF. # 24702

3/14/86

GENERAL LEDGER DISTRIBUTION REGISTER

PAGE 11

\*\*----- G.L. ACCT. # / DESCRIPTION -----\*\*

REF. # TOTAL POSTED

LIBRARY FUND

MISCELLANEOUS:

VOL 011 PAGE 717

3649250	LIBRARY BOOKS & SUPPLIES		
	SOUTHWESTERN BELL TELE CO	24703	21.16

TOTAL CREDIT TO A/P	21.16-	REF. # 24704	
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GENERAL LEDGER DISTRIBUTION REGISTER

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\*\*----- G.L. ACCT. # / DESCRIPTION -----\*\*      REF. #      TOTAL POSTED

JAIL CONSTRUCTION FUND

CAPITAL OUTLAY

VOL 011 PAGE 718

4445840 MISCELLANEOUS SUPPLIES  
          WOODSMAN PUBLISHING CO.                      24705              38.68

TOTAL CREDIT TO A/P                      38.68-              REF. # 24706

\*\*----- G.L. ACCT. # / DESCRIPTION -----\*\* REF. # TOTAL POSTED

## DATA PROCESSING FUND

## OPERATING EXPENSES

4545107	SUPPLIES		
	BEARD'S OFFICE EQUIP	24707	35.00
	IBM CORPORATION	24708	298.80
4545145	COUNTY AUDITORS LEASE		
	INTERNATION BUS. MACHINES	24709	59.71
4545146	ADULT PROBATION LEASE		
	INTERNATION BUS. MACHINES	24710	500.00

TOTAL CREDIT TO A/P	893.51-	REF. # 24711	
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\*\*----- G.L. ACCT. # / DESCRIPTION -----\*\*      REF. #      TOTAL POSTED

## CAPITOL IMPROVEMENT FUND

## BUILDING MAINTENANCE

VOL 011 PAGE 720

4644232	BOILER REPAIRS BAYOU GASKET & HOSE CO CAPITAL OUTLAY	24712	44.00
4645830	REPAIRS TO BUILDING BOYKIN LUMBER & SUPPLY COLLINS PAINT & DECOR. HOLDERMANS BUILDING CENT. SULLIVANS HARDWARE	24713 24714 24715 24716	48.30 256.76 33.65 259.25
4645831	AIR CONDITIONERS & REPAIRS DONS HEATING & AIR COND.	24717	27.50

TOTAL CREDIT TO A/P      669.46-      REF. # 24718

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GENERAL LEDGER DISTRIBUTION REGISTER

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CRIMINAL DIST. ATTY FEE FU

MISCELLANEOUS:

VOL 011 PAGE 721

5049205 MISCELLANEOUS  
          THE FLOWER SHOP, INC                      24719              42.05

TOTAL CREDIT TO A/P                      42.05-              REF. # 24720



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GENERAL LEDGER DISTRIBUTION REGISTER

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\*\*----- G.L. ACCT. # / DESCRIPTION -----\*\*      REF. #      TOTAL POSTED

ADULT PROBATION FUND

OPERATING EXPENSES

VOL 011 PAGE 722

5345107	SUPPLIES & OTHER OPERATING EXP		
	ROGERS OFFICE SUPPLY	24721	13.00
	SOUTHWESTERN BELL TELE CO	24722	87.51

TOTAL CREDIT TO A/P      100.51-      REF. # 24723

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GENERAL LEDGER DISTRIBUTION REGISTER

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\*\*----- G.L. ACCT. # / DESCRIPTION -----\*\*

REF. # TOTAL POSTED

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JUVENILE PROBATION FUND

OPERATING EXPENSES

5445107	SUPPLIES & OTHER OPERATING EXP SOUTHWESTERN BELL TELE CO	24724	32.58
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TOTAL CREDIT TO A/P 32.58- REF. # 24725

COUNTY TREASURER'S REPORT  
FOR THE PERIOD ENDING  
FEBRUARY 28, 1986

ON

RECEIPTS, DISBURSEMENTS AND CASH BALANCES  
AUSTIN C. FULLER, COUNTY TREASURER

COUNTY TREASURER'S MONTHLY REPORT

MONTH February, 1986

VOL 011 PAGE 725

FUND	CASH ON HAND 1/31/86	RECEIPTS PRESENT MON.	TRANSFERS- IN (OUT)	DISBURSE- MENTS	CASH ON HAND 2/28/86	CD'S	AVAILABLE RESOURCES
GENERAL FUND	50585.18	171170.26	.00	235937.87	(14182.43)	125000.00	110817.57
GENERAL R&B FUND	.00	151162.75	(151162.75)	.00	.00	.00	.00
R&B I	11208.72	15115.93	36823.40	50454.95	12693.10	30000.00	42693.10
R&B II	20860.72	60360.96	31215.10	86305.05	26131.73	75000.00	101131.73
R&B III	12129.18	.00	43609.70	44160.48	11578.40	25000.00	36578.40
R&B IV	25070.73	60360.96	39514.55	92263.88	32682.36	75000.00	107682.36
REVENUE SHARING	91048.33	480.92	.00	11104.88	80424.37	.00	80424.37
LIBRARY FUND	16449.07	170.00	.00	32.54	16586.53	.00	16586.53
SANITARY LANDFILL	4152.14	290.00	.00	.00	4442.14	.00	4442.14
TYLER COUNTY TCDBG	100.00	.00	.00	.00	100.00	.00	100.00
JAIL CONSTRUCTION	1175.00	.00	.00	70.00	1105.00	.00	1105.00
DATA PROCESSING FUND	272.53	.00	500.00	1119.42	(346.89)	.00	(346.89)
CAPITAL IMPROVEMENT	(1165.73)	.00	.00	2299.83	(3465.56)	.00	(3465.56)
CO. WIDE RIGHT OF WAY	76.60	.00	.00	.00	76.60	.00	76.60
CRIMINAL DIST. ATTY	2738.36	464.37	.00	814.50	2388.23	.00	2388.23
ADULT PROBATION	4111.81	35005.54	(500.00)	26925.01	11692.34	20000.00	31692.34
JUVENILE PROBATION	(442.33)	1729.00	.00	2686.95	(1400.28)	.00	(1400.28)
STATE COST	8918.60	2719.00	.00	.00	11637.60	.00	11637.60
JUDICIAL EDUCATION	9.00	344.00	.00	.00	353.00	.00	353.00
STATE CVC	341.50	1480.00	.00	.00	1821.50	.00	1821.50



	BALANCE 10-1-86	RECEIPTS YEAR TO DATE	TRANSFERS YEAR TO DATE	DISBURSEMENTS YEAR TO DATE	BALANCE 2/28/86
GENERAL FUND	64,739.10	518,010.60	66,128.50	538,060.63	110,817.57
GENERAL ROAD & BRIDGE	.00	284,357.66	284,357.66-	.00	.00
ROAD & BRIDGE I	47,025.95	6,620.74	69,269.81	80,223.40	42,693.10
ROAD & BRIDGE II	101,182.68	4,301.78	55,719.85	60,072.58	101,131.73
ROAD & BRIDGE III	40,495.50	1,505.63	81,935.76	87,358.49	36,578.40
ROAD & BRIDGE IV	137,843.10	4,484.81	74,332.24	108,977.79	107,682.36
GENERAL REVENUE SHARING	41,439.86	93,133.04	24,483.01-	52,044.68	58,045.21
REVENUE SHARING, FCT. I	2,495.70-	.00	2,495.70	.00	.00
REVENUE SHARING, FCT. II	9,991.15	.00	.00	2,612.19	7,378.96
REVENUE SHARING, FCT. III	1,215.81-	.00	1,215.81	.00	.00
REVENUE SHARING, FCT. IV	7,256.96	.00	.00	3,746.00	3,510.96
REV. SHARING, SOLID WASTE	5,868.48	.00	20,771.50	15,150.74	11,489.24
LIBRARY FUND	15,648.26	1,052.04	.00	113.77	16,586.53
SANITARY LANDFILL	14,277.32	5,123.62	14,958.80-	.00	4,442.14
1985 TYLER COUNTY TCDBG	.00	.00	100.00	.00	100.00
JAIL CONSTRUCTION FUND	.00	1,175.00	.00	70.00	1,105.00
DATA PROCESSING FUND	183.55-	.00	3,050.00	3,213.34	346.89-
CAPITOL IMPROVEMENT FUND	33,870.64	635.68	33,500.00-	4,471.88	3,465.56-
COUNTY-WIDE RIGHT-OF-WAY	12,961.89	279.51	13,164.80-	.00	76.60
SENIOR CITIZENS FUND	.00	111.08	.00	.00	111.08
CRIMINAL DIST. ATTY FEE F	4,443.08	2,658.22	.00	4,713.07	2,388.23
ADULT PROBATION FUND	49,594.54	41,188.22	3,456.47-	55,633.95	31,692.34
JUVENILE PROBATION FUND	3,596.82	11,317.00	.00	16,314.10	1,400.28-
STATE COST	13,667.60	11,503.00	1,353.30-	12,179.70	11,637.60
JUDICIAL EDUCATION FUND	.00	1,482.00	112.90-	1,016.10	353.00
STATE CVC	341.50	6,367.00	488.70-	4,398.30	1,821.50
DPS ARREST FUND	.00	1,450.00	.00	1,540.00	90.00-
<b>TOTAL COUNTY</b>	<b>600,349.37</b>	<b>996,756.63</b>	<b>856.47-</b>	<b>1,051,910.71</b>	<b>544,338.82</b>

BUDGET COMPARISON  
GENERAL FUND

MONTHLY REPORT FEBRUARY ,1986

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	BUDGET 1986	PREVIOUS MONTHS	THIS MONTH	YEAR TO DATE	OVER/UNDER BUDGET	PERCENT USED
RECEIPTS						
BEGINNING BALANCE 10-1-85	65,000.00	64,739.10	.00	64,739.10	260.90	99.60
GENERAL PROPERTY TAXES						
CURRENT AD VALOREM	834,279.00	233,753.58	100,000.00	333,753.58	500,525.42	40.01
DELINQUENT AD VALOREM	.00	.00	.00	.00	.00	.00
PENALTY & INTEREST	.00	.00	.00	.00	.00	.00
INTER-GOVERNMENTAL REVENU						
DECOG/OJT REIMBURSEMENTS	.00	152.00	.00	152.00	152.00-	.00
ILLEGAL ALLIEN REIMBURSEMENT	.00	20.00	.00	20.00	20.00-	.00
STATE DEPT HI-WAYS/GRANT	.00	1,997.60	.00	1,997.60	1,997.60-	.00
PAYMENT IN LIEU OF TAXES	14,000.00	12,616.04	.00	12,616.04	1,383.96	90.11
VOTER REGISTRATION	6,900.00	.00	.00	.00	6,900.00	.00
DEPT. OF HUMAN RESOURCES	12,000.00	4,734.00	36.00	4,770.00	7,230.00	39.75
AGEING GRANT	15,603.00	6,190.15	.00	6,190.15	9,412.85	39.67
ALCOHOLIC BEVERAGE TAX	1,000.00	191.63	241.19	432.82	567.18	43.28
STATE REIMB/MISCELLANEOUS	2,000.00	352.90	.00	352.90	1,647.10	17.65
PRISONER REFUND/CITY OF WDV.	300.00	68.00	.00	68.00	232.00	22.67
SALE OF EQUIPMENT	.00	.00	.00	.00	.00	.00
FEES/CHARGES FOR SERVICES						
JUSTICE-OF-PEACE I FEES	115,000.00	38,708.76	11,538.75	50,247.51	64,752.49	43.69
JUSTICE-OF-PEACE II FEES	7,000.00	888.50	262.00	1,150.50	5,849.50	16.44
JUSTICE-OF-PEACE III FEES	20,000.00	4,916.40	2,142.25	7,058.65	12,941.35	35.29
JUSTICE-OF-PEACE IV FEES	9,000.00	3,253.05	868.20	4,121.25	4,878.75	45.79
JUDICIAL TRAINING	.00	69.00	.00	69.00	69.00-	.00
CONSTABLE FEES	120.00	52.00	.00	52.00	68.00	43.33
COUNTY CLERK FEES	100,000.00	30,635.65	7,086.50	37,722.15	62,277.85	37.72
AD VALOREM FEES	45,000.00	912.06	.00	912.06	44,087.94	2.03
SALES TAX FEES	27,000.00	10,553.79	2,279.23	12,833.02	14,166.98	47.53
TITLES	15,000.00	5,090.00	1,650.00	6,740.00	8,260.00	44.93
DISTRICT CLERK FEES	30,000.00	11,850.88	3,009.00	14,859.88	15,140.12	49.53
SHERIFF FEES	6,000.00	2,995.00	275.00	3,270.00	2,730.00	54.50
AUTO REGISTRATION FEES	25,000.00	7,790.75	2,142.50	9,933.25	15,066.75	39.73
MOBIL HOME TRANS. PERMITS	.00	.00	.00	.00	.00	.00
AIRPORT LEASE	.00	.00	.00	.00	.00	.00
MISCELLANEOUS:						
INTEREST ON INVESTMENTS	30,000.00	4,067.82	662.69	4,730.51	25,269.49	15.77
WORKER'S COMP. REIMBURSEMENT	.00	261.00	.00	261.00	261.00-	.00
DISCONTINUED FUNDS	.00	.12	.00	.12	.12-	.00
SALE OF ANT POISON	.00	1.32	.00	1.32	1.32-	.00
RESTITUTION	.00	.00	.00	.00	.00	.00
SALE OF EQUIPMENT	.00	750.00	2,900.95	3,650.95	3,650.95-	.00
REFUNDS	14,000.00	44.34	.00	44.34	13,955.66	.32
TRANSFERS FROM:						
TRANSF. FROM JUDICIAL EDUCATION	.00	112.90	.00	112.90	112.90-	.00
TRANSFERS FROM R&B II	3,000.00	3,000.00	.00	3,000.00	.00	100.00
TRANSFER FROM SANITARY LANDFIL	.00	14,958.80	.00	14,958.80	14,958.80-	.00
TRANSFER FROM CAPITAL IMPROVEM	.00	33,500.00	.00	33,500.00	33,500.00-	.00
TRANSFER FROM CO-WIDE ROW	.00	13,164.80	.00	13,164.80	13,164.80-	.00
TRANSFERS FROM ADULT PROBATION	1,000.00	100.00	.00	100.00	900.00	10.00
TRANSFERS FROM JUVENILE PROB.	200.00	.00	.00	.00	200.00	.00
TRANSFERS FROM STATE COST	3,000.00	1,353.30	.00	1,353.30	1,646.70	45.11
TRANSFERS FROM STATE CVC	2,000.00	488.70	.00	488.70	1,511.30	24.44
TOTAL RECEIPTS	1,403,402.00	514,333.94	135,094.26	649,428.20	753,973.80	46.28

BUDGET COMPARISON  
GENERAL FUND

MONTHLY REPORT FEBRUARY ,1986

	BUDGET 1986	PREVIOUS MONTHS	THIS MONTH	YEAR TO DATE	OVER/UNDER BUDGET	PERCENT USED
<b>DISBURSEMENTS</b>						
<b>COMM. COURT APPROPRIATION</b>						
PAYROLL ADVANCE	.00	.04-	.00	.04-	.04	.00
SOCIAL SECURITY ADMIN. FEE	.00	53.50	.00	53.50	53.50-	.00
WORKERS COMPENSATION	11,744.00	3,510.67	.00	3,510.67	8,233.33	29.89
UNEMPLOYMENT INSURANCE	5,000.00	1,713.23	.00	1,713.23	3,286.77	34.26
POSTAGE FOR POSTAGE METER	18,000.00	8,556.25	3,906.75	12,463.00	5,537.00	69.24
PROBATION TELEPHONE	1,000.00	300.01	106.28	406.29	593.71	40.63
ADVERTISING	500.00	285.08	.00	285.08	214.92	57.02
SERVICE CONTRACTS	10,000.00	4,855.25	213.00	5,068.25	4,931.75	50.68
ASSOCIATION DUES	2,000.00	1,100.00	1,061.15	2,161.15	161.15-	108.06
DETCOG TRAVEL	750.00	144.86	54.50	199.36	550.64	26.58
COMPUTER EQUIPMENT	.00	.00	.00	.00	.00	.00
ELECTION EXPENSE	10,000.00	6,120.14	263.56	6,383.70	3,616.30	63.84
RURAL FIRE PROTECTION	.00	.00	.00	.00	.00	.00
ADDING MACH & MIMD PAPER	1,000.00	.00	.00	.00	1,000.00	.00
APPRAISEL DISTRICT SHARE	.00	.00	.00	.00	.00	.00
BIRTH & DEATH REGISTRAR	.00	150.00	.00	150.00	150.00-	.00
PMTS TO LOCAL GOVERNMENTS	.00	843.94	.00	843.94	843.94-	.00
MISCELLANEOUS EXPENSE	.00	.00	.00	.00	.00	.00
HALLMARK VS TYLER COUNTY	.00	2,000.00	.00	2,000.00	2,000.00-	.00
TOTAL DEPARTMENT	59,994.00	29,632.89	5,605.24	35,238.13	24,755.87	58.74
<b>COUNTY CLERK:</b>						
SALARIES	74,317.00	24,665.00	6,193.00	30,858.00	43,459.00	41.52
SOCIAL SECURITY	5,239.00	1,745.08	442.82	2,187.90	3,051.10	41.76
RETIREMENT	5,203.00	1,726.74	433.56	2,160.30	3,042.70	41.52
HOSPITALIZATION	7,744.00	2,058.56	514.64	2,573.20	5,170.80	33.23
OFFICE SUPPLIES	6,000.00	1,479.84	318.19	1,798.03	4,201.97	29.97
TELEPHONE	1,500.00	361.40	128.18	489.58	1,010.42	32.64
TRAINING & EDUCATION	1,500.00	312.92	.00	312.92	1,187.08	20.86
BONDS, INSURANCE	1,000.00	119.00	.00	119.00	881.00	11.90
LEASE EQUIPMENT	6,000.00	2,778.92	808.34	3,587.26	2,412.74	59.79
TOTAL DEPARTMENT	108,503.00	35,247.46	8,838.73	44,086.19	64,416.81	40.63
<b>CIVIL DEFENSE</b>						
SUPPLIES, PURCHASES	375.00	.00	.00	.00	375.00	.00
OUT-OF-COUNTY TRAVEL	500.00	.00	.00	.00	500.00	.00
TOTAL DEPARTMENT	875.00	.00	.00	.00	875.00	.00
<b>VETERANS SERVICE</b>						
SALARY	5,568.00	1,856.00	464.00	2,320.00	3,248.00	41.67
SOCIAL SECURITY	393.00	131.34	33.18	164.52	228.48	41.86
RETIREMENT	390.00	129.92	32.48	162.40	227.60	41.64
HOSPITALIZATION	1,274.00	194.96	48.74	243.70	1,030.30	19.13
OFFICE SUPPLIES	100.00	29.97	.00	29.97	70.03	29.97
TELEPHONE	400.00	115.32	31.48	146.80	253.20	36.70
TRAINING & TRAVEL REIMB.	450.00	.00	.00	.00	450.00	.00
TOTAL DEPARTMENT	8,575.00	2,457.51	609.88	3,067.39	5,507.61	35.77
<b>DISTRICT CLERK</b>						
SALARIES	53,751.00	17,916.00	4,227.25	22,143.25	31,607.75	41.20
SOCIAL SECURITY	3,789.00	1,267.58	302.28	1,569.86	2,219.14	41.43
RETIREMENT	3,763.00	1,254.20	295.92	1,550.12	2,212.88	41.19



BUDGET COMPARISON  
GENERAL FUND

MONTHLY REPORT FEBRUARY ,1986

	BUDGET 1986	PREVIOUS MONTHS	THIS MONTH	YEAR TO DATE	OVER/UNDER BUDGET	PERCENT USED
<b>DISBURSEMENTS</b>						
HOSPITALIZATION	5,156.00	615.12	225.92	841.04	4,314.96	16.31
OFFICE SUPPLIES	2,500.00	1,545.01	214.15	1,759.16	740.84	70.37
TELEPHONE	1,500.00	395.93	119.78	515.71	984.29	34.38
TRAINING & EDUCATION	1,600.00	389.50	.00	389.50	1,210.50	24.34
BONDS, INSURANCE	1,000.00	569.10	.00	569.10	430.90	56.91
BINDING BOOKS	1,000.00	.00	.00	.00	1,000.00	.00
LEASE EQUIPMENT	.00	.00	.00	.00	.00	.00
ASSOCIATION DUES	110.00	.00	.00	.00	110.00	.00
TOTAL DEPARTMENT	74,169.00	23,952.44	5,385.30	29,337.74	44,831.26	39.56
<b>JURY ACCOUNT</b>						
COURT APPOINTED ATTORNEYS	20,000.00	6,625.28	1,350.00	7,975.28	12,024.72	39.88
GRAND JURY COMMISSION	.00	50.00	.00	50.00	50.00	.00
PETIT JURORS	9,000.00	4,096.00	1,484.00	5,580.00	3,420.00	62.00
GRAND JURORS	1,800.00	900.00	.00	900.00	900.00	50.00
COURT BAILIFF	1,600.00	490.00	.00	490.00	1,110.00	30.63
TRANSCRIPTS	.00	.00	.00	.00	.00	.00
FOOD/LODGING FOR JURORS	2,000.00	.00	.00	.00	2,000.00	.00
MISC. JURY EXPENSE	300.00	32.12	.00	32.12	267.88	10.71
TOTAL DEPARTMENT	34,700.00	12,193.40	2,834.00	15,027.40	19,672.60	43.31
<b>88TH JUDICIAL DISTRICT</b>						
SALARIES	13,513.00	4,504.00	1,126.00	5,630.00	7,883.00	41.66
SOCIAL SECURITY	960.00	318.90	80.52	399.42	560.58	41.61
RETIREMENT	946.00	315.28	78.82	394.10	551.90	41.66
OFFICE SUPPLIES	200.00	46.00	.00	46.00	154.00	23.00
TELEPHONE	720.00	243.77	74.18	317.95	402.05	44.16
CONTINUING EDUCATION	200.00	.00	.00	.00	200.00	.00
PROFESSIONAL SERVICES	.00	.00	.00	.00	.00	.00
COURT REPORTER TRAVEL/SUPPLIES	500.00	.00	.00	.00	500.00	.00
JURY COMMISSION	100.00	.00	.00	.00	100.00	.00
JUDICIAL DISTRICT EXPENSES	575.00	614.00	.00	614.00	39.00	106.78
TRANSCRIPTS	500.00	397.00	.00	397.00	103.00	79.40
TOTAL DEPARTMENT	18,214.00	6,438.95	1,359.52	7,798.47	10,415.53	42.82
<b>1-A JUDICIAL DISTRICT</b>						
SALARIES	10,041.00	3,348.00	837.00	4,185.00	5,856.00	41.68
SOCIAL SECURITY	704.00	237.01	59.85	296.86	407.14	42.17
RETIREMENT	713.00	234.36	58.59	292.95	420.05	41.09
OFFICE SUPPLIES	200.00	.00	.00	.00	200.00	.00
CONTINUING EDUCATION	.00	.00	.00	.00	.00	.00
COURT REPORTER TRAVEL/SUPPLIES	1,000.00	.00	473.47	473.47	526.53	47.35
TOTAL DEPARTMENT	12,658.00	3,819.37	1,428.91	5,248.28	7,409.72	41.46
<b>JUSTICE-OF-PEACE, PCT. I</b>						
SALARIES	42,612.00	14,204.00	3,551.00	17,755.00	24,857.00	41.67
SOCIAL SECURITY	3,005.00	1,004.92	253.90	1,258.82	1,746.18	41.89
RETIREMENT	2,983.00	994.40	248.60	1,243.00	1,740.00	41.67
HOSPITALIZATION	3,862.00	849.44	212.36	1,061.80	2,800.20	27.49
OFFICE SUPPLIES	3,500.00	478.85	831.01	1,309.86	2,190.14	37.42
TELEPHONE	1,800.00	474.66	134.00	608.66	1,191.34	33.81
CAR ALLOWANCE	1,890.00	630.00	157.50	787.50	1,102.50	41.67

BUDGET COMPARISON  
GENERAL FUND

MONTHLY REPORT FEBRUARY, 1986

	BUDGET 1986	PREVIOUS MONTHS	THIS MONTH	YEAR TO DATE	OVER/UNDER BUDGET	PERCENT USED
<b>DISBURSEMENTS</b>						
TRAINING & EDUCATION	500.00	21.00	.00	21.00	479.00	44.00
BONDS	60.00	64.50	.00	64.50	4.50-	107.50
PETIT JURORS	360.00	198.00	.00	198.00	162.00	55.00
TOTAL DEPARTMENT	60,572.00	18,919.77	5,388.37	24,308.14	36,263.86	40.13
<b>JUSTICE-OF-PEACE, PCT. II</b>						
SALARIES	8,184.00	2,728.00	682.00	3,410.00	4,774.00	41.67
SOCIAL SECURITY	577.00	193.00	48.76	241.76	335.24	41.90
RETIREMENT	.00	.00	.00	.00	.00	.00
HOSPITALIZATION	1,274.00	424.72	106.18	530.90	743.10	41.67
OFFICE SUPPLIES	300.00	.00	.00	.00	300.00	.00
POSTAGE	90.00	.00	.00	.00	90.00	.00
TELEPHONE	225.00	214.56	25.28	239.84	14.84-	106.60
OFFICE & CAR ALLOWANCE	1,890.00	630.00	157.50	787.50	1,102.50	41.67
TRAINING & EDUCATION	500.00	.00	.00	.00	500.00	.00
BOND PREMIUM	106.00	.00	.00	.00	106.00	.00
RADIO REPAIRS	.00	.00	.00	.00	.00	.00
TOTAL DEPARTMENT	13,146.00	4,190.28	1,019.72	5,210.00	7,936.00	39.63
<b>JUSTICE-OF-PEACE PCT. III</b>						
SALARIES	8,184.00	2,728.00	682.00	3,410.00	4,774.00	41.67
SOCIAL SECURITY	577.00	193.00	48.76	241.76	335.24	41.90
RETIREMENT	573.00	190.96	47.74	238.70	334.30	41.66
HOSPITALIZATION	1,274.00	424.72	106.18	530.90	743.10	41.67
OFFICE SUPPLIES	900.00	27.51	.00	27.51	872.49	3.06
POSTAGE	90.00	.00	.00	.00	90.00	.00
TELEPHONE	275.00	76.41	21.93	98.34	176.66	35.76
OFFICE & CAR ALLOWANCE	1,890.00	630.00	157.50	787.50	1,102.50	41.67
TRAINING & EDUCATION	500.00	.00	.00	.00	500.00	.00
BOND PREMIUM	106.00	.00	.00	.00	106.00	.00
RADIO REPAIRS	200.00	.00	.00	.00	200.00	.00
PETIT JURORS	.00	.00	.00	.00	.00	.00
TOTAL DEPARTMENT	14,569.00	4,270.60	1,064.11	5,334.71	9,234.29	36.62
<b>JUSTICE-OF-PEACE, PCT. IV</b>						
SALARIES	8,184.00	2,728.00	682.00	3,410.00	4,774.00	41.67
SOCIAL SECURITY	577.00	193.00	48.76	241.76	335.24	41.90
RETIREMENT	573.00	190.96	47.74	238.70	334.30	41.66
HOSPITALIZATION	1,274.00	424.72	106.18	530.90	743.10	41.67
OFFICE SUPPLIES	400.00	.00	.00	.00	400.00	.00
POSTAGE	150.00	.00	.00	.00	150.00	.00
TELEPHONE	500.00	166.60	62.23	228.83	271.17	45.77
OFFICE & CAR ALLOWANCE	1,890.00	630.00	157.50	787.50	1,102.50	41.67
TRAINING & EDUCATION	300.00	.00	.00	.00	300.00	.00
BONDS	.00	.00	.00	.00	.00	.00
TOTAL DEPARTMENT	13,848.00	4,333.28	1,104.41	5,437.69	8,410.31	39.27
<b>COUNTY COURT</b>						
SALARY, JUVENILE JUDGE	1,632.00	544.00	136.00	680.00	952.00	41.67
SOCIAL SECURITY	116.00	38.49	9.72	48.21	67.79	41.56
RETIREMENT	115.00	38.08	9.52	47.60	67.40	41.39
COURT REPORTER	.00	.00	.00	.00	.00	.00

BUDGET COMPARISON  
GENERAL FUND

MONTHLY REPORT FEBRUARY ,1986

	BUDGET 1986	PREVIOUS MONTHS	THIS MONTH	YEAR TO DATE	OVER/UNDER BUDGET	PERCENT USED
<b>DISBURSEMENTS</b>						
AUTOPSIES	1,500.00	65.50	.00	65.50	1,434.50	4.37
COMMITMENTS	3,000.00	1,422.00	346.00	1,768.00	1,232.00	58.93
COURT APPOINTED ATTORNEYS	2,000.00	.00	.00	.00	2,000.00	.00
COURT SETTLEMENTS	.00	310.79	.00	310.79	310.79-	.00
PETIT JURORS	500.00	.00	.00	.00	500.00	.00
TOTAL DEPARTMENT	8,863.00	2,418.86	501.24	2,920.10	5,942.90	32.95
<b>CRIMINAL DISTRICT ATTORNE</b>						
SALARIES	43,008.00	14,336.00	3,584.00	17,920.00	25,088.00	41.67
SOCIAL SECURITY	3,033.00	1,014.31	256.27	1,270.58	1,762.42	41.89
RETIREMENT	3,011.00	1,003.60	250.90	1,254.50	1,756.50	41.66
HOSPITALIZATION	3,882.00	292.56	97.52	390.08	3,491.92	10.05
OFFICE SUPPLIES	3,000.00	1,848.28	90.93	1,939.21	1,060.79	64.64
TELEPHONE	5,000.00	1,654.97	278.19	1,933.16	3,066.84	38.66
TRAINING & EDUCATION	1,000.00	.00	.00	.00	1,000.00	.00
RADIO REPAIR	.00	.00	.00	.00	.00	.00
BONDS	500.00	100.00	.00	100.00	400.00	20.00
MILEAGE REIMBURSEMENT	500.00	.00	.00	.00	500.00	.00
TRANSCRIPTS	1,000.00	712.00	.00	712.00	288.00	71.20
RADIO REPAIR	250.00	.00	.00	.00	250.00	.00
PSYCHIATRIC & MEDICAL EXPENSE	1,500.00	.00	.00	.00	1,500.00	.00
TOTAL DEPARTMENT	65,684.00	20,961.72	4,557.81	25,519.53	40,164.47	38.85
<b>TAX OFFICE</b>						
SALARIES	74,317.00	24,241.96	6,686.00	30,927.96	43,389.04	41.62
SOCIAL SECURITY	5,240.00	1,715.37	478.06	2,193.43	3,046.57	41.86
RETIREMENT	5,203.00	1,682.38	426.06	2,108.44	3,094.56	40.52
HOSPITALIZATION-	7,744.00	2,561.60	640.40	3,202.00	4,542.00	41.35
SUPPLIES	2,000.00	296.45	241.94	538.39	1,461.61	26.92
TELEPHONE	1,500.00	739.38	172.86	912.24	587.76	60.82
TRAINING & EDUCATION	1,500.00	151.87	500.00	651.87	848.13	43.46
BONDS	800.00	493.50	.00	493.50	306.50	61.69
LEASE EQUIPMENT	22,000.00	2,754.00	77.00	2,831.00	19,169.00	12.87
ASSOCIATION DUES	400.00	150.00	.00	150.00	250.00	37.50
DELINQUENT TAX FEE	.00	.00	.00	.00	.00	.00
TOTAL DEPARTMENT	120,704.00	34,786.51	9,222.32	44,008.83	76,695.17	36.46
<b>COUNTY JUDGE</b>						
SALARIES	32,327.00	10,776.00	2,694.00	13,470.00	18,857.00	41.67
SOCIAL SECURITY	2,280.00	762.38	192.62	955.00	1,325.00	41.89
RETIREMENT	2,263.00	754.40	188.60	943.00	1,320.00	41.67
HOSPITALIZATION	2,568.00	619.76	154.94	774.70	1,793.30	30.17
OFFICE SUPPLIES	300.00	231.56	54.00	285.56	14.44	95.19
TELEPHONE	1,850.00	285.80	123.79	409.59	1,440.41	22.14
CAR ALLOWANCE	4,200.00	1,400.00	350.00	1,750.00	2,450.00	41.67
TRAINING & EDUCATION, MILEAGE	1,000.00	414.77	.00	414.77	585.23	41.48
BONDS	.00	.00	.00	.00	.00	.00
ASSOCIATION DUES	.00	125.00	.00	125.00	125.00-	.00
TOTAL DEPARTMENT	46,788.00	15,369.67	3,757.95	19,127.62	27,660.38	40.88
<b>COUNTY AUDITOR</b>						
SALARIES	42,612.00	14,204.00	3,551.00	17,755.00	24,857.00	41.67

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BUDGET COMPARISON  
GENERAL FUND

MONTHLY REPORT FEBRUARY ,1986

	BUDGET 1986	PREVIOUS MONTHS	THIS MONTH	YEAR TO DATE	OVER/UNDER BUDGET	PERCENT USED
<b>DISBURSEMENTS</b>						
SOCIAL SECURITY	3,004.00	1,004.92	253.90	1,258.82	1,745.18	41.90
RETIREMENT	2,983.00	994.40	248.60	1,243.00	1,740.00	41.67
HOSPITALIZATION	3,862.00	1,287.44	321.86	1,609.30	2,252.70	41.67
OFFICE SUPPLIES	1,000.00	276.14	142.91	419.05	580.95	41.91
TELEPHONE	1,200.00	144.31	80.17	224.48	975.52	18.71
TRAINING & EDUCATION	800.00	4.31	42.32	46.63	753.37	5.83
BONDS	.00	50.00	.00	50.00	50.00-	.00
ASSOCIATION DUES	125.00	.00	.00	.00	125.00	.00
TOTAL DEPARTMENT	55,586.00	17,965.52	4,640.76	22,606.28	32,979.72	40.67
<b>COUNTY TREASURER</b>						
SALARIES	32,327.00	10,776.00	2,694.00	13,470.00	18,857.00	41.67
SOCIAL SECURITY	2,280.00	762.38	192.62	955.00	1,325.00	41.89
RETIREMENT	2,263.00	754.40	188.60	943.00	1,320.00	41.67
HOSPITALIZATION	2,568.00	615.12	153.78	768.90	1,799.10	29.94
OFFICE SUPPLIES	500.00	29.28	47.73	77.01	422.99	15.40
TELEPHONE	750.00	247.05	50.98	298.03	451.97	39.74
TRAINING & EDUCATION	800.00	37.27	.00	37.27	762.73	4.66
BONDS	.00	.00	.00	.00	.00	.00
TOTAL DEPARTMENT	41,488.00	13,221.50	3,327.71	16,549.21	24,938.79	39.89
<b>SHERIFF DEPARTMENT</b>						
SALARIES	222,914.00	70,778.09	18,017.09	88,795.18	134,118.82	39.83
SOCIAL SECURITY	15,938.00	5,008.23	1,288.20	6,296.43	9,641.57	39.51
RETIREMENT	15,603.00	4,620.94	1,194.94	5,815.88	9,787.12	37.27
HOSPITALIZATION	16,562.00	3,207.39	817.72	4,025.11	12,536.89	24.30
VACATION PAY/SICK PAY RELIEF	10,000.00	.00	.00	.00	10,000.00	.00
OVER-TIME	4,000.00	.00	.00	.00	4,000.00	.00
OFFICE SUPPLIES	3,000.00	376.57	233.05	609.62	2,390.38	20.32
DEPUTIES SUPPLIES	1,000.00	679.82	.00	679.82	320.18	67.98
TELEPHONE	7,000.00	1,780.62	514.71	2,295.33	4,704.67	32.79
CAR ALLOWANCE & EXPENSE	4,800.00	1,600.00	400.00	2,000.00	2,800.00	41.67
BONDS & LAW ENF. LIABILITY	6,400.00	358.34	.00	358.34	6,041.66	5.60
PURCHASE OF NEW VEHICLES	.00	1,011.11-	.00	1,011.11-	1,011.11	.00
NEW EQUIPMENT	.00	.00	.00	.00	.00	.00
ANIMAL CONTROL	.00	95.00	.00	95.00	95.00-	.00
TRAVEL & EDUCATION	2,500.00	161.44	239.88	401.32	2,098.68	16.05
REPAIRS TO VEHICLES	9,000.00	1,162.46	306.49	1,468.95	7,531.05	16.32
TIRES, TUBES	1,500.00	248.36	197.36	445.72	1,054.28	29.71
GAS, OIL, GREASE	30,000.00	5,046.79	2,062.46	7,109.25	22,890.75	23.70
RADIO MAINTENANCE	5,250.00	1,085.50	263.25	1,348.75	3,901.25	25.69
LEASE EQUIPMENT/TELETYPE	2,500.00	10.05	182.00	192.05	2,307.95	7.68
CAMERAS, FILM	1,500.00	322.89	.00	322.89	1,177.11	21.53
LIABILITY INSURANCE	1,500.00	403.00	.00	403.00	1,097.00	26.87
UNIFORMS	6,000.00	1,136.70	.00	1,136.70	4,863.30	18.95
EMPLOYEE PHYSICALS	300.00	60.00	.00	60.00	240.00	20.00
TOTAL DEPARTMENT	367,267.00	97,131.08	25,717.15	122,848.23	244,418.77	33.45
<b>TYLER COUNTY JAIL</b>						
SALARIES	57,696.00	19,354.56	4,878.00	24,232.56	33,463.44	42.00
SOCIAL SECURITY	4,000.00	1,369.28	348.77	1,718.05	2,281.95	42.95
RETIREMENT	3,900.00	1,326.82	341.46	1,668.28	2,231.72	42.78

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BUDGET COMPARISON  
GENERAL FUND

MONTHLY REPORT FEBRUARY ,1986

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	BUDGET 1986	PREVIOUS MONTHS	THIS MONTH	YEAR TO DATE	OVER/UNDER BUDGET	PERCENT USED
<b>DISBURSEMENTS</b>						
HOSPITALIZATION	5,096.00	1,505.38	374.12	1,879.50	3,216.50	36.88
JAIL SUPPLIER	1,000.00	142.61	25.76	168.37	831.63	16.84
PRISONERS MEALS	6,500.00	981.82	367.92	1,349.74	5,150.26	20.77
JAIL LAUNDRY	1,200.00	133.65	50.00	183.65	1,016.35	15.30
SECURITY (SPECIAL)	1,500.00	.00	.00	.00	1,500.00	.00
MEDICAL & MISC. JAIL EXPENSE	2,500.00	352.09	145.82	497.91	2,002.09	19.92
TOTAL DEPARTMENT	83,392.00	25,166.21	6,531.85	31,698.06	51,693.94	38.01
<b>CONSTABLES</b>						
SALARIES	10,608.00	3,536.00	884.00	4,420.00	6,188.00	41.67
SOCIAL SECURITY	748.00	250.16	63.20	313.36	434.64	41.89
RETIREMENT	743.00	247.68	61.92	309.60	433.40	41.67
HOSPITALIZATION	5,096.00	424.72	106.18	530.90	4,565.10	10.42
CAR ALLOWANCE	7,200.00	2,400.00	600.00	3,000.00	4,200.00	41.67
BONDS	.00	50.00	.00	50.00	50.00	.00
UNIFORMS, ETC.	800.00	.00	.00	.00	800.00	.00
EMERGENCY EQUIPMENT	800.00	.00	.00	.00	800.00	.00
TOTAL DEPARTMENT	25,995.00	6,908.56	1,715.30	8,623.86	17,371.14	33.18
<b>DEPT. OF PUBLIC SAFETY</b>						
SALARY, SECRETARY (D.P.S.)	10,283.00	3,428.00	857.00	4,285.00	5,998.00	41.67
SOCIAL SECURITY	726.00	242.54	61.28	303.82	422.18	41.85
RETIREMENT	720.00	240.00	60.00	300.00	420.00	41.67
HOSPITALIZATION	1,294.00	190.40	47.60	238.00	1,056.00	18.39
OFFICE SUPPLIES	400.00	116.90	32.95	149.85	250.15	37.46
TELEPHONE, DPS & P&W	1,500.00	781.44	169.43	950.87	549.13	63.39
DRIVERS LICENCE TELEPHONE	.00	.00	.00	.00	.00	.00
BONDS	.00	.00	.00	.00	.00	.00
UTILITIES	1,500.00	357.70	272.47	630.17	869.83	42.01
TOTAL DEPARTMENT	16,423.00	5,356.98	1,500.73	6,857.71	9,565.29	41.76
<b>COMMUNITY SERVICES</b>						
SUPPLIES & EQUIPMENT	100.00	.00	.00	.00	100.00	.00
FUEL	.00	.00	.00	.00	.00	.00
LIABILITY INSURANCE	150.00	.00	.00	.00	150.00	.00
TOTAL DEPARTMENT	250.00	.00	.00	.00	250.00	.00
<b>FOSTER CHILD CARE</b>						
ATTORNEY ALLOWANCE	600.00	.00	.00	.00	600.00	.00
COURT EXPENSE	300.00	35.00	.00	35.00	265.00	11.67
MEDICAL EXPENSE	525.00	161.32	.00	161.32	363.68	30.73
MISCELLANEOUS	600.00	410.00	.00	410.00	190.00	68.33
ROOM & BOARD	6,000.00	4,779.00	.00	4,779.00	1,221.00	79.65
CLOTHING	1,000.00	50.00	.00	50.00	950.00	5.00
TOTAL DEPARTMENT	9,025.00	5,435.32	.00	5,435.32	3,589.68	60.23
<b>HEALTH &amp; SANITATION</b>						
COUNTY HEALTH OFFICER	2,400.00	800.00	200.00	1,000.00	1,400.00	41.67
AID TO INDIGENTS	2,500.00	878.90	71.00	949.90	1,550.10	38.00
TOTAL DEPARTMENT	4,900.00	1,678.90	271.00	1,949.90	2,950.10	39.79
<b>SENIOR CITIZENS OFFICE</b>						
NEW EQUIPMENT	.00	.00	2,497.00	2,497.00	2,497.00	.00

UNDER  
GET

PERCENT  
USED

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.00 .00  
 61.55 54.53  
 .00 .00  
 57.96- .00  
 90.00 .00  
 77.68 16.44  
 05.24 19.33  
 23.63 26.88  
 78.20 42.22  
 98.34 31.46

36.06 31.46  
 05.76 31.46  
 93.33 31.46  
 13.19 31.46  
 98.34 31.46  
 .00 .00

BUDGET COMPARISON  
GENERAL FUND

MONTHLY REPORT FEBRUARY ,1986

	BUDGET 1986	PREVIOUS MONTHS	THIS MONTH	YEAR TO DATE	OVER/UNDER BUDGET	PERCENT USED
<b>DISBURSEMENTS</b>						
SALARIES	19,252.00	6,473.80	1,612.20	8,086.00	11,166.00	42.00
SOCIAL SECURITY	1,348.00	458.12	115.27	573.39	774.61	42.54
RETIREMENT	165.00	130.55	32.20	162.75	2.25	98.64
HOSPITALIZATION	409.00	272.32	68.08	340.40	68.60	83.23
OFFICE SUPPLIES	300.00	112.89	12.83	125.72	174.28	41.91
RECREATION SUPPLIES	.00	.00	.00	.00	.00	.00
TRAINING & EDUCATION	353.00	73.80	22.14	95.94	257.06	27.18
REPAIRS TO VEHICLES	1,095.00	1,558.02	163.80	1,721.82	626.82-	157.24
HOME REPAIRS	.00	.00	.00	.00	.00	.00
GAS & OIL	1,785.00	1,186.91	265.96	1,452.87	332.13	81.39
MEDICAL EXAMINATIONS	20.00	.00	.00	.00	20.00	.00
UTILITIES	1,592.00	654.63	152.63	807.26	784.74	50.71
LIABILITY INS. ON VEHICLES	342.00	415.00	.00	415.00	73.00-	121.35
TOTAL DEPARTMENT	26,661.00	11,336.04	4,942.11	16,278.15	10,382.85	61.06
<b>COUNTY EXTENSION OFFICE</b>						
SALARIES	18,924.00	6,308.00	1,577.00	7,885.00	11,039.00	41.67
SOCIAL SECURITY	1,335.00	344.42	87.02	431.44	903.56	32.32
RETIREMENT	1,294.00	240.00	60.00	300.00	994.00	23.18
HOSPITALIZATION	.00	.00	.00	.00	.00	.00
OFFICE SUPPLIES	500.00	31.27	51.18	82.45	417.55	16.49
TELEPHONE	1,400.00	517.76	149.91	667.67	732.33	47.69
CAR ALLOWANCE-HOME	1,500.00	500.00	125.00	625.00	875.00	41.67
CAR ALLOWANCE-FARM	1,500.00	500.00	125.00	625.00	875.00	41.67
OUT-OF-COUNTY TRAVEL, HOME	1,000.00	317.14	55.23	372.37	627.63	37.24
OUT-OF-COUNTY TRAVEL, FARM	1,000.00	159.27	.00	159.27	840.73	15.93
DEMONSTRATION SUPPLIES	210.00	80.16	.00	80.16	129.84	38.17
TOTAL DEPARTMENT	28,663.00	8,998.02	2,230.34	11,228.36	17,434.64	39.17
<b>TYLER COUNTY AIRPORT</b>						
OUT-OF-COUNTY TRAVEL	.00	.00	.00	.00	.00	.00
REPAIRS, MOWING	2,400.00	145.90	88.95	234.85	2,165.15	9.79
UTILITIES	3,000.00	604.10	150.65	754.75	2,245.25	25.16
INSURANCE	600.00	.00	650.00	650.00	50.00-	108.33
TOTAL DEPARTMENT	6,000.00	750.00	889.60	1,639.60	4,360.40	27.33
<b>BUILDING MAINTENANCE</b>						
SALARIES	21,912.00	7,304.00	1,826.00	9,130.00	12,782.00	41.67
SOCIAL SECURITY	1,545.00	516.72	130.56	647.28	897.72	41.90
RETIREMENT	1,534.00	511.36	127.84	639.20	894.80	41.67
HOSPITALIZATION	2,588.00	626.40	156.60	783.00	1,805.00	30.26
JANITORS SUPPLIES	5,000.00	704.45	350.31	1,054.76	3,945.24	21.10
COURTHOUSE UTILITIES	25,000.00	5,594.99	2,826.50	8,421.49	16,578.51	33.69
BUILDING INSURANCE	3,800.00	.00	.00	.00	3,800.00	.00
TOTAL DEPARTMENT	61,379.00	15,257.92	5,417.81	20,675.73	40,703.27	33.69
<b>TRANSFERS TO:</b>						
TRANS. TO DATA PROC. FUND	550.00	550.00	.00	550.00	.00	100.00
TRANSFERS TO ADULT PROBATION	.00	.00	.00	.00	.00	.00
TRANS. TO JUV. PROB. (MATCH)	6,500.00	.00	.00	.00	6,500.00	.00
TOTAL DEPARTMENT	7,050.00	550.00	.00	550.00	6,500.00	7.80
TOTAL DISBURSEMENTS	1,395,941.00	428,748.76	109,861.87	538,610.63	857,330.37	38.58
TOTAL FUND	7,461.00-	85,585.18-	25,232.39-	110,817.57-	103,356.57	.00

BUDGET COMPARISON  
GENERAL ROAD & BRIDGE

MONTHLY REPORT FEBRUARY ,1986

	BUDGET 1986	PREVIOUS MONTHS	THIS MONTH	YEAR TO DATE	OVER/UNDER BUDGET	PERCENT USED
<b>RECEIPTS</b>						
BEGINNING BALANCE 10-1-85	.00	.00	.00	.00	.00	.00
GENERAL PROPERTY TAXES						
CO. SPECIAL AD VALOREM TAXES	307,366.00	67,604.45	100,000.00	167,604.45	139,761.55	54.53
DELINQUENT AD VALOREM TAXES	.00	.00	.00	.00	.00	.00
PAYMENT IN LIEU OF TAXES	.00	3,757.96	.00	3,757.96	3,757.96-	.00
LICENSES & FINES:						
LATERAL ROAD	26,390.00	.00	.00	.00	26,390.00	.00
MOTOR VEHICLE REGISTRATION	390,000.00	22,763.27	41,339.05	64,102.32	325,897.68	16.44
FEES/CHARGES FOR SERVICES						
COUNTY CLERK FINES	105,000.00	16,779.76	3,515.00	20,294.76	84,705.24	19.33
DISTRICT CLERK FINES	20,000.00	4,121.37	1,255.00	5,376.37	14,623.63	26.88
TRANSFERS FROM:						
SPECIAL AUTO TAX	55,000.00	18,168.10	5,053.70	23,221.80	31,778.20	42.22
TOTAL RECEIPTS	903,756.00	133,194.91	151,162.75	284,357.66	619,398.34	31.46
<b>DISBURSEMENTS</b>						
TRANSFERS TO:						
TRANSFERS/R&B I=====243601%	220,155.87	32,446.41	36,823.40	69,269.81	150,886.06	31.46
TRANS/R&B II=====206500%	186,625.61	27,504.75	31,215.10	58,719.85	127,905.76	31.46
TRANS/R&B III=====288495%	260,729.09	38,426.06	43,609.70	82,035.76	178,693.33	31.46
TRANS/R&B IV=====261404%	236,245.43	34,817.69	39,514.55	74,332.24	161,913.19	31.46
TOTAL DEPARTMENT	903,756.00	133,194.91	151,162.75	284,357.66	619,398.34	31.46
TOTAL DISBURSEMENTS	903,756.00	133,194.91	151,162.75	284,357.66	619,398.34	31.46
TOTAL FUND	.00	.00	.00	.00	.00	.00

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OVER/UNDER  
BUDGET

PERCENT  
USED

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.68-	100.00
445.05	10.99
2,509.42	54.37
756.25-	251.25
7,905.15	31.46
7,297.00	.00
7,399.69	52.36
5,678.90	43.82
3,165.78	44.38
3,197.72	43.82
2,676.40	44.24
2,459.72	29.72
500.00	.00
7,678.52	43.17
3,467.78	20.05
1,436.10	23.76
2,948.50	1.72
4,359.24	27.35
3,779.90	8.13
631.71-	.00
350.20	41.63
2,800.00	41.67
.00	.00
1,650.00	.00
190.89	68.19
100.00	.00
1,994.50	.28
397.50	20.50
7,842.90	20.05
0,250.00	14.58
.00	.00
0,000.00	.00
0,250.00	2.82
3,457.00	.00
2,237.00	.00
5,694.00	.00
.00	100.00
.00	100.00
1,465.42	24.78
2,065.73	.00

	BUDGET 1986	PREVIOUS MONTHS	THIS MONTH	YEAR TO DATE	OVER/UNDER BUDGET	PERCENT USED
<b>RECEIPTS</b>						
BEGINNING BALANCE 10-1-85	47,000.00	47,025.95	.00	47,025.95	25.95-	100.06
GENERAL PROPERTY TAXES						
DELINQUENT SP. R&B TAX	500.00	54.95	.00	54.95	445.05	10.99
MISCELLANEOUS:						
SALE OF EQUIPMENT	3,700.00	3,700.00	.00	3,700.00	.00	100.00
INTEREST ON INVESTMENTS	5,000.00	791.55	90.24	881.79	4,118.21	17.64
REFUNDS	300.00	1,984.00	.00	1,984.00	1,684.00-	661.33
TRANSFERS FROM:						
TRANSFERS FROM GENERAL R&B	220,155.00	32,446.41	36,823.40	69,269.81	150,885.19	31.46
TRANSFERS FROM JAIL CONST.FU.	19,297.00	.00	.00	.00	19,297.00	.00
TOTAL RECEIPTS	295,952.00	86,002.86	36,913.64	122,916.50	173,035.50	41.53
<b>DISBURSEMENTS</b>						
<b>PERSONAL SERVICES</b>						
SALARIES	100,462.00	32,660.00	8,082.08	40,742.08	59,719.92	40.55
SOCIAL SECURITY	7,033.00	2,311.36	577.88	2,889.24	4,143.76	41.08
RETIREMENT	6,697.00	2,182.40	540.29	2,722.69	3,974.31	40.66
HOSPITALIZATION	6,700.00	2,342.60	638.74	2,981.34	3,718.66	44.50
WORKERS COMPENSATION	4,500.00	1,170.20	.00	1,170.20	3,329.80	26.00
UNEMPLOYMENT INSURANCE	500.00	128.58	.00	128.58	371.42	25.72
TOTAL DEPARTMENT	125,892.00	40,795.14	9,838.99	50,634.13	75,257.87	40.22
<b>OPERATING EXPENSES</b>						
MACHINERY MAINTENANCE	35,000.00	5,191.69	2,781.73	7,973.42	27,026.58	22.78
GAS, OIL, GREASE	16,000.00	4,598.02	1,089.93	5,687.95	10,312.05	35.55
TIRES, TUBES	3,500.00	1,225.44	.00	1,225.44	2,274.56	35.01
CULVERTS	3,000.00	661.52	676.93	1,338.45	1,661.55	44.62
ROAD MATERIAL	40,000.00	3,945.80	901.74	4,847.54	35,152.46	12.12
BRIDGE REPAIR	10,000.00	.00	.00	.00	10,000.00	.00
UTILITIES	800.00	135.27	71.24	206.51	593.49	25.81
TRUCK ALLOWANCE	4,800.00	1,600.00	400.00	2,000.00	2,800.00	41.67
BONDS	.00	.00	.00	.00	.00	.00
CONTRACT LABOR/LANDFILL	6,000.00	1,250.00	.00	1,250.00	4,750.00	20.83
MISCELLANEOUS SUPPLIES	600.00	135.92	2.97	138.89	461.11	23.15
ASSOCIATION DUES	100.00	.00	.00	.00	100.00	.00
LIABILITY INS. ON VEHICLES	1,500.00	170.50	.00	170.50	1,329.50	11.37
OUT-OF-COUNTY TRAVEL	750.00	84.84	22.55	107.39	642.61	14.32
TOTAL DEPARTMENT	122,050.00	18,999.00	5,947.09	24,946.09	97,103.91	20.44
<b>CAPITAL OUTLAY</b>						
JAIL LAND PURCHASE-TO BE REIMB	.00	.00	.00	.00	.00	.00
PURCHASE OF EQUIPMENT	13,700.00	.00	4,643.18	4,643.18	9,056.82	33.89
TOTAL DEPARTMENT	13,700.00	.00	4,643.18	4,643.18	9,056.82	33.89
<b>DEBT SERVICE</b>						
PRINCIPLE ON WARRANTS	20,471.00	.00	.00	.00	20,471.00	.00
INTEREST ON WARRANTS	3,303.00	.00	.00	.00	3,303.00	.00
TOTAL DEPARTMENT	23,774.00	.00	.00	.00	23,774.00	.00
TOTAL DISBURSEMENTS	285,416.00	59,794.14	20,429.26	80,223.40	205,192.60	28.11
TOTAL FUND	10,536.00-	26,208.72-	16,484.38-	42,693.10-	32,157.10	.00

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BUDGET COMPARISON  
ROAD & BRIDGE II

MONTHLY REPORT FEBRUARY, 1986

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	BUDGET 1986	PREVIOUS MONTHS	THIS MONTH	YEAR TO DATE	OVER/UNDER BUDGET	PERCENT USED
<b>RECEIPTS</b>						
BEGINNING BALANCE 10-1-85	101,182.00	101,182.68	.00	101,182.68	.68-	100.00
GENERAL PROPERTY TAXES						
DELINQUENT SP. R&B TAX	500.00	54.95	.00	54.95	445.05	10.99
MISCELLANEOUS:						
INTEREST ON INVESTMENTS	5,500.00	2,629.62	360.96	2,990.58	2,509.42	54.37
REFUNDS	500.00	1,256.25	.00	1,256.25	756.25-	251.25
TRANSFERS FROM:						
TRANSFER FROM GENERAL R&B	186,625.00	27,504.75	31,215.10	58,719.85	127,905.15	31.46
TRANS. FROM JAIL CONST. FUND	19,297.00	.00	.00	.00	19,297.00	.00
TOTAL RECEIPTS	313,604.00	132,628.25	31,576.06	164,204.31	149,399.69	52.36
<b>DISBURSEMENTS</b>						
PERSONAL SERVICES						
SALARIES	81,310.00	28,495.10	7,136.00	35,631.10	45,678.90	43.82
SOCIAL SECURITY	5,692.00	2,015.98	510.24	2,526.22	3,165.78	44.38
RETIREMENT	5,692.00	1,994.74	499.54	2,494.28	3,197.72	43.82
HOSPITALIZATION	4,800.00	1,698.88	424.72	2,123.60	2,676.40	44.24
WORKERS COMPENSATION	3,500.00	1,040.28	.00	1,040.28	2,459.72	29.72
UNEMPLOYMENT INSURANCE	500.00	.00	.00	.00	500.00	.00
TOTAL DEPARTMENT	101,494.00	35,244.98	8,570.50	43,815.48	57,678.52	43.17
OPERATING EXPENSES						
MACHINERY MAINTENANCE	23,100.00	3,942.74	689.48	4,632.22	18,467.78	20.05
GAS, OIL, GREASE	15,000.00	2,211.76	1,352.14	3,563.90	11,436.10	23.76
TIRES, TUBES	3,000.00	51.50	.00	51.50	2,948.50	1.72
CULVERTS	6,000.00	1,483.68	157.08	1,640.76	4,359.24	27.35
ROAD MATERIAL	15,000.00	1,220.10	.00	1,220.10	13,779.90	8.13
BRIDGE REPAIR	.00	631.71	.00	631.71	631.71-	.00
UTILITIES	600.00	175.45	74.35	249.80	350.20	41.63
TRUCK ALLOWANCE	4,800.00	1,600.00	400.00	2,000.00	2,800.00	41.67
BONDS	.00	.00	.00	.00	.00	.00
CONTRACT LABOR	1,650.00	.00	.00	.00	1,650.00	.00
MISCELLANEOUS SUPPLIES	600.00	409.11	.00	409.11	190.89	68.19
ASSOCIATION DUES	100.00	.00	.00	.00	100.00	.00
LIABILITY INSURANCE	2,000.00	5.50	.00	5.50	1,994.50	.28
OUT-OF-COUNTY TRAVEL	500.00	41.00	61.50	102.50	397.50	20.50
TOTAL DEPARTMENT	72,350.00	11,772.55	2,734.55	14,507.10	57,842.90	20.05
CAPITAL OUTLAY						
BRIDGE REPAIR	12,000.00	1,750.00	.00	1,750.00	10,250.00	14.58
JAIL LAND PURCHASE-TO BE REIMB	.00	.00	.00	.00	.00	.00
PURCHASE OF EQUIPMENT	50,000.00	.00	.00	.00	50,000.00	.00
TOTAL DEPARTMENT	62,000.00	1,750.00	.00	1,750.00	60,250.00	2.82
DEBT SERVICE						
PRINCIPLE ON WARRANTS	13,457.00	.00	.00	.00	13,457.00	.00
INTEREST ON MACHINE WARRANTS	2,237.00	.00	.00	.00	2,237.00	.00
TOTAL DEPARTMENT	15,694.00	.00	.00	.00	15,694.00	.00
TRANSFERS TO:						
TRANSFERS TO GENERAL FUND	3,000.00	3,000.00	.00	3,000.00	.00	100.00
TOTAL DEPARTMENT	3,000.00	3,000.00	.00	3,000.00	.00	100.00
TOTAL DISBURSEMENTS	254,538.00	51,767.53	11,305.05	63,072.58	191,465.42	24.78
TOTAL FUND	59,066.00-	80,860.72-	20,271.01-	101,131.73-	42,065.73	.00

BUDGET COMPARISON  
ROAD & BRIDGE III

MONTHLY REPORT FEBRUARY ,1986

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	BUDGET 1986	PREVIOUS MONTHS	THIS MONTH	YEAR TO DATE	OVER/UNDER BUDGET	PERCENT USED
<b>RECEIPTS</b>						
BEGINNING BALANCE 10-1-85	40,495.00	40,495.50	.00	40,495.50	.50-	100.00
GENERAL PROPERTY TAXES						
DELINQUENT SPECIAL R&B TAX	500.00	54.94	.00	54.94	445.06	10.99
MISCELLANEOUS:						
INTEREST ON INVESTMENTS	5,000.00	717.06	.00	717.06	4,282.94	14.34
REFUNDS	1,000.00	733.63	.00	733.63	266.37	73.36
TRANSFERS FROM:						
TRANSFERS FROM GENERAL R&B	260,729.00	38,426.06	43,609.70	82,035.76	178,693.24	31.46
TRANS. FROM JAIL CONST. FUND	19,297.00	.00	.00	.00	19,297.00	.00
TOTAL RECEIPTS	327,021.00	80,427.19	43,609.70	124,036.89	202,984.11	37.93
<b>DISBURSEMENTS</b>						
PERSONAL SERVICES						
SALARIES	114,366.00	39,667.00	10,188.00	49,855.00	64,511.00	43.59
SOCIAL SECURITY	8,700.00	2,806.76	728.48	3,535.24	5,164.76	40.63
RETIREMENT	8,700.00	2,290.69	591.66	2,882.35	5,817.65	33.13
HOSPITALIZATION	6,300.00	2,136.88	534.22	2,671.10	3,628.90	42.40
WORKERS COMPENSATION	6,000.00	952.52	.00	952.52	5,047.48	15.88
UNEMPLOYMENT INSURANCE	550.00	98.24	.00	98.24	451.76	17.86
TOTAL DEPARTMENT	144,616.00	47,952.09	12,042.36	59,994.45	84,621.55	41.49
OPERATING EXPENSES						
MACHINERY MAINTENANCE	30,000.00	3,482.83	963.89	4,446.72	25,553.28	14.82
GAS, OIL, GREASE	28,000.00	7,248.18	2,177.45	9,425.63	18,574.37	33.66
TIRES, TUBES	4,000.00	515.87	66.00	581.87	3,418.13	14.55
CULVERTS	7,500.00	123.19	524.77	647.96	6,852.04	8.64
ROAD MATERIAL	4,000.00	591.08	1,335.00	1,926.08	2,073.92	48.15
LUMBER & HARDWARE	3,500.00	150.96	28.79	179.75	3,320.25	5.14
UTILITIES	1,700.00	591.47	208.45	799.92	900.08	47.05
TRUCK ALLOWANCE	4,800.00	1,600.00	400.00	2,000.00	2,800.00	41.67
BONDS	.00	.00	.00	.00	.00	.00
CONTRACT LABOR	3,000.00	.00	.00	.00	3,000.00	.00
MISCELLANEOUS SUPPLIES	1,200.00	478.32	68.89	547.21	652.79	45.60
ASSOCIATION DUES	.00	.00	.00	.00	.00	.00
LIABILITY INSURANCE	3,500.00	84.50	.00	84.50	3,415.50	2.41
OUT-OF-COUNTY TRAVEL	1,500.00	.00	.00	.00	1,500.00	.00
TOTAL DEPARTMENT	92,700.00	14,866.40	5,773.24	20,639.64	72,060.36	22.26
CAPITAL OUTLAY						
JAIL LAND PURCHASE-TO BE REIMB	.00	.00	.00	.00	.00	.00
PURCHASE OF EQUIPMENT	10,000.00	5,379.52	1,344.88	6,724.40	3,275.60	67.24
TOTAL DEPARTMENT	10,000.00	5,379.52	1,344.88	6,724.40	3,275.60	67.24
DEBT SERVICE						
PRINCIPLE ON WARRANTS	20,282.00	.00	.00	.00	20,282.00	.00
INTEREST ON WARRANTS	3,380.00	.00	.00	.00	3,380.00	.00
TOTAL DEPARTMENT	23,662.00	.00	.00	.00	23,662.00	.00
TRANSFERS TO:						
TRANSFER TO HUD	.00	100.00	.00	100.00	100.00-	.00
TOTAL DEPARTMENT	.00	100.00	.00	100.00	100.00-	.00
TOTAL DISBURSEMENTS	270,978.00	68,298.01	19,160.48	87,458.49	183,519.51	32.28
TOTAL FUND	56,043.00-	12,129.18-	24,449.22-	36,578.40-	19,464.60-	.00

BUDGET COMPARISON  
ROAD & BRIDGE IV

MONTHLY REPORT FEBRUARY ,1986

	BUDGET 1986	PREVIOUS MONTHS	THIS MONTH	YEAR TO DATE	OVER/UNDER BUDGET	PERCENT USED
<b>RECEIPTS</b>						
BEGINNING BALANCE 10-1-85	137,843.00	137,843.10	.00	137,843.10	.10-	100.00
GENERAL PROPERTY TAXES						
DELINQUENT SPECIAL R&B TAX	500.00	54.94	.00	54.94	445.06	10.99
MISCELLANEOUS:						
INTEREST ON INVESTMENTS	5,000.00	4,068.91	360.96	4,429.87	570.13	88.60
REFUNDS	1,000.00	.00	.00	.00	1,000.00	.00
TRANSFERS FROM:						
TRANSFERS FROM GENERAL R&B	236,245.00	34,817.69	39,514.55	74,332.24	161,912.76	31.46
TRANS. FROM JAIL CONST. FUND	19,297.00	.00	.00	.00	19,297.00	.00
TOTAL RECEIPTS	399,885.00	176,784.64	39,875.51	216,660.15	183,224.85	54.18
<b>DISBURSEMENTS</b>						
<b>PERSONAL SERVICES</b>						
SALARIES	124,366.00	39,072.00	9,768.00	48,840.00	75,526.00	39.27
SOCIAL SECURITY	8,706.00	2,764.36	698.44	3,462.80	5,243.20	39.77
RETIREMENT	8,706.00	2,735.12	683.78	3,418.90	5,287.10	39.27
HOSPITALIZATION	7,700.00	2,574.88	643.72	3,218.60	4,481.40	41.80
WORKERS COMPENSATION	6,500.00	1,279.48	.00	1,279.48	5,220.52	19.68
UNEMPLOYMENT INSURANCE	550.00	.00	.00	.00	550.00	.00
TOTAL DEPARTMENT	156,528.00	48,425.84	11,793.94	60,219.78	96,308.22	38.47
<b>OPERATING EXPENSES</b>						
UTILITIES	1,000.00	304.50	94.24	398.74	601.26	39.87
TRUCK ALLOWANCE	4,800.00	1,600.00	400.00	2,000.00	2,800.00	41.67
BONDS	.00	.00	.00	.00	.00	.00
CONTRACT LABOR	2,000.00	200.00	.00	200.00	1,800.00	10.00
MISCELLANEOUS SUPPLIES	.00	319.64	477.20	796.84	796.84-	.00
ASSOCIATION DUES	.00	.00	.00	.00	.00	.00
LIABILITY INSURANCE	2,000.00	26.50-	.00	26.50-	2,026.50	1.33-
OUT-OF-COUNTY TRAVEL	1,500.00	15.83	65.20	81.03	1,418.97	5.40
MACHINERY MAINTENANCE	15,000.00	1,934.43	978.68	2,913.11	12,086.89	19.42
GAS, OIL, GREASE	15,000.00	4,327.93	2,411.97	6,739.90	8,260.10	44.93
TIRES, TUBES	1,500.00	.00	.00	.00	1,500.00	.00
CULVERTS	3,000.00	1,051.20	.00	1,051.20	1,948.80	35.04
ASPHALT & ROAD OIL	50,000.00	8,756.59	.00	8,756.59	41,243.41	17.51
BRIDGE REPAIR	25,000.00	.00	.00	.00	25,000.00	.00
TOTAL DEPARTMENT	120,800.00	18,483.62	4,427.29	22,910.91	97,889.09	18.97
<b>CAPITAL OUTLAY</b>						
BRIDGE REPAIR	.00	375.00	.00	375.00	375.00-	.00
JAIL LAND PURCHASE-TO BE REIMB	.00	.00	.00	.00	.00	.00
PURCHASE OF EQUIPMENT	50,000.00	24,429.45	1,042.65	25,472.10	24,527.90	50.94
TOTAL DEPARTMENT	50,000.00	24,804.45	1,042.65	25,847.10	24,152.90	51.69
<b>DEBT SERVICE</b>						
INTEREST ON WARRANTS	.00	.00	.00	.00	.00	.00
TOTAL DEPARTMENT	.00	.00	.00	.00	.00	.00
TOTAL DISBURSEMENTS	327,328.00	91,713.91	17,263.88	108,977.79	218,350.21	33.29
TOTAL FUND	72,557.00-	85,070.73-	22,611.63-	107,682.36-	35,125.36	.00

BUDGET COMPARISON  
GENERAL REVENUE SHARING

MONTHLY REPORT FEBRUARY ,1986

	BUDGET 1986	PREVIOUS MONTHS	THIS MONTH	YEAR TO DATE	OVER/UNDER BUDGET	PERCENT USED
<b>RECEIPTS</b>						
BEGINNING BALANCE 10-1-85	41,439.00	41,439.86	.00	41,439.86	.86-	100.00
INTER-GOVERNMENTAL REVENUE						
ENTITLEMENTS	165,492.00	91,108.00	.00	91,108.00	74,384.00	55.05
MISCELLANEOUS:						
INTEREST ON INVESTMENTS	3,000.00	1,544.12	480.92	2,025.04	974.96	67.50
TOTAL RECEIPTS	209,931.00	134,091.98	480.92	134,572.90	75,358.10	64.10
<b>DISBURSEMENTS</b>						
<b>CAPITAL OUTLAY</b>						
LAW ENFORCEMENT VEHICLES	18,000.00	.00	.00	.00	18,000.00	.00
TOTAL DEPARTMENT	18,000.00	.00	.00	.00	18,000.00	.00
<b>CAPITAL OUTLAY</b>						
COUNTY CLERK COPY MACHINE	8,149.00	8,056.00	.00	8,056.00	93.00	98.86
DIST. CLERK COPY MACHINE	8,349.00	8,349.00	.00	8,349.00	.00	100.00
2 TYPEWRITERS/TAX OFFICE	1,900.00	.00	.00	.00	1,900.00	.00
NEW EQUIPMENT	2,000.00	.00	.00	.00	2,000.00	.00
TOTAL DEPARTMENT	20,398.00	16,405.00	.00	16,405.00	3,993.00	80.42
<b>FINANCIAL ADMINISTRATION:</b>						
TRAINING & EDUCATION (R.S.)	.00	.00	.00	.00	.00	.00
LEASE EQUIPMENT/AUDITOR	.00	.00	.00	.00	.00	.00
INDEPENDENT AUDIT	10,500.00	10,700.00	.00	10,700.00	200.00-	101.90
TYLER COUNTY APPRAISEL DIST.	60,375.00	14,491.19	.00	14,491.19	45,883.81	24.00
DEL TAXES & ON-LINE	16,000.00	.00	.00	.00	16,000.00	.00
TOTAL DEPARTMENT	86,875.00	25,191.19	.00	25,191.19	61,683.81	29.00
<b>CONSERVATION:</b>						
LONG LEAF SOIL & WATER CONSER.	750.00	.00	750.00	750.00	.00	100.00
RURAL FIRE PROTECTION	13,500.00	4,500.00	1,125.00	5,625.00	7,875.00	41.67
TOTAL DEPARTMENT	14,250.00	4,500.00	1,875.00	6,375.00	7,875.00	44.74
<b>CULTURE &amp; RECREATION:</b>						
ALLEN SHIVERS LIBRARY	16,000.00	4,000.00	.00	4,000.00	12,000.00	25.00
NUTRITION CENTER	.00	.00	.00	.00	.00	.00
KIRBY MUSEUM MAINTENANCE	1,000.00	65.99	7.50	73.49	926.51	7.35
HISTORICAL SOCIETY	400.00	.00	.00	.00	400.00	.00
TOTAL DEPARTMENT	17,400.00	4,065.99	7.50	4,073.49	13,326.51	23.41
<b>MISCELLANEOUS:</b>						
MH-MR CONTRIBUTION	7,609.00	.00	.00	.00	7,609.00	.00
ADVERTISING	392.00	.00	.00	.00	392.00	.00
CONTINGENCY ACCOUNT	41,439.00	.00	.00	.00	41,439.00	.00
TOTAL DEPARTMENT	49,440.00	.00	.00	.00	49,440.00	.00
<b>TRANSFERS TO:</b>						
TRANSFERS TO REV. SHARING I	2,495.00	2,495.70	.00	2,495.70	.70-	100.03
TRANSFERS TO REV. SHARING III	1,215.00	1,215.81	.00	1,215.81	.81-	100.07
TRANS. TO REV. SHARING S. W.	41,297.00	20,771.50	.00	20,771.50	20,525.50	50.30
TOTAL DEPARTMENT	45,007.00	24,483.01	.00	24,483.01	20,523.99	54.40
TOTAL DISBURSEMENTS	251,370.00	74,645.19	1,882.50	76,527.69	174,842.31	30.44
TOTAL FUND	41,439.00	59,446.79-	1,401.58	58,045.21-	99,484.21	140.07-

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BUDGET COMPARISON  
REVENUE SHARING, PCT. I

MONTHLY REPORT FEBRUARY ,1986

	BUDGET 1986	PREVIOUS MONTHS	THIS MONTH	YEAR TO DATE	OVER/UNDER BUDGET	PERCENT USED
<b>RECEIPTS</b>						
BEGINNING BALANCE 10-1-85	2,495.70-	2,495.70-	.00	2,495.70-	.00	.00
INTER-GOVERNMENTAL REVENUE						
ENTITLEMENTS	.00	.00	.00	.00	.00	.00
MISCELLANEOUS:						
INTEREST ON INVESTMENTS	.00	.00	.00	.00	.00	.00
TRANSFERS FROM:						
TRANSFER FROM GEN REV SHAR	2,495.00	2,495.70	.00	2,495.70	.70-	100.03
TOTAL RECEIPTS	.70-	.00	.00	.00	.70-	.00
<b>DISBURSEMENTS</b>						
DEBT SERVICE:						
PRINCIPLE ON WARRANTS	.00	.00	.00	.00	.00	.00
TOTAL DEPARTMENT	.00	.00	.00	.00	.00	.00
TOTAL DISBURSEMENTS	.00	.00	.00	.00	.00	.00
TOTAL FUND	.70	.00	.00	.00	.70	.00

BUDGET COMPARISON  
REVENUE SHARING, FCT. II

MONTHLY REPORT FEBRUARY, 1986

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	BUDGET 1986	PREVIOUS MONTHS	THIS MONTH	YEAR TO DATE	OVER/UNDER BUDGET	PERCENT USED
<b>RECEIPTS</b>						
BEGINNING BALANCE 10-1-85	9,991.00	9,991.15	.00	9,991.15	.15-	100.00
INTER-GOVERNMENTAL REVENUE						
ENTITLEMENTS	.00	.00	.00	.00	.00	.00
MISCELLANEOUS:						
INTEREST ON INVESTMENTS	.00	.00	.00	.00	.00	.00
TOTAL RECEIPTS	9,991.00	9,991.15	.00	9,991.15	.15-	100.00
<b>DISBURSEMENTS</b>						
CAPITAL OUTLAY						
PURCHASE OF EQUIPMENT	.00	.00	.00	.00	.00	.00
ROAD MATERIAL	.00	.00	2,612.19	2,612.19	2,612.19-	.00
BRIDGE MATERIAL	.00	.00	.00	.00	.00	.00
TOTAL DEPARTMENT	.00	.00	2,612.19	2,612.19	2,612.19-	.00
TOTAL DISBURSEMENTS	.00	.00	2,612.19	2,612.19	2,612.19-	.00
TOTAL FUND	9,991.00-	9,991.15-	2,612.19	7,378.96-	2,612.04-	.00

BUDGET COMPARISON  
REVENUE SHARING, PCT. III

MONTHLY REPORT FEBRUARY, 1986

	BUDGET 1986	PREVIOUS MONTHS	THIS MONTH	YEAR TO DATE	OVER/UNDER BUDGET	PERCENT USED
<b>RECEIPTS</b>						
BEGINNING BALANCE 10-1-85	1,215.81-	1,215.81-	.00	1,215.81-	.00	.00
INTER-GOVERNMENTAL REVENU						
ENTITLEMENTS	.00	.00	.00	.00	.00	.00
MISCELLANEOUS:						
INTEREST ON INVESTMENTS	.00	.00	.00	.00	.00	.00
TRANSFERS FROM:						
TRANSFER FROM GEN REV SHAR	1,215.00	1,215.81	.00	1,215.81	.81-	100.07
TOTAL RECEIPTS	.81-	.00	.00	.00	.81-	.00
<b>DISBURSEMENTS</b>						
DEBT SERVICE:						
PRINCIPLE ON WARRANTS	.00	.00	.00	.00	.00	.00
TOTAL DEPARTMENT	.00	.00	.00	.00	.00	.00
TOTAL DISBURSEMENTS	.00	.00	.00	.00	.00	.00
TOTAL FUND	.81	.00	.00	.00	.81	.00

BUDGET COMPARISON  
REVENUE SHARING, PCT. IV

MONTHLY REPORT FEBRUARY, 1986

	BUDGET 1986	PREVIOUS MONTHS	THIS MONTH	YEAR TO DATE	OVER/UNDER BUDGET	PERCENT USED
<b>RECEIPTS</b>						
BEGINNING BALANCE 10-1-85	7,256.00	7,256.96	.00	7,256.96	.96-	100.01
INTER-GOVERNMENTAL REVENUE						
ENTITLEMENTS	.00	.00	.00	.00	.00	.00
MISCELLANEOUS:						
INTEREST ON INVESTMENTS	.00	.00	.00	.00	.00	.00
TOTAL RECEIPTS	7,256.00	7,256.96	.00	7,256.96	.96-	100.01
<b>DISBURSEMENTS</b>						
CAPITAL OUTLAY						
PURCHASE OF EQUIPMENT	.00	.00	3,746.00	3,746.00	3,746.00-	.00
TOTAL DEPARTMENT	.00	.00	3,746.00	3,746.00	3,746.00-	.00
<b>DEBT SERVICE:</b>						
PRINCIPLE ON WARRANTS	.00	.00	.00	.00	.00	.00
TOTAL DEPARTMENT	.00	.00	.00	.00	.00	.00
TOTAL DISBURSEMENTS	.00	.00	3,746.00	3,746.00	3,746.00-	.00
TOTAL FUND	7,256.00-	7,256.96-	3,746.00	3,510.96-	3,745.04-	.00

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BUDGET COMPARISON  
REV. SHARING, SOLID WASTE

MONTHLY REPORT FEBRUARY ,1986

	BUDGET 1986	PREVIOUS MONTHS	THIS MONTH	YEAR TO DATE	OVER/UNDER BUDGET	PERCENT USED
<b>RECEIPTS</b>						
BEGINNING BALANCE 10-1-85	5,868.00	5,868.48	.00	5,868.48	.48-	100.01
INTER-GOVERNMENTAL REVENUE ENTITLEMENTS	.00	.00	.00	.00	.00	.00
MISCELLANEOUS: INTEREST ON INVESTMENTS	.00	.00	.00	.00	.00	.00
TRANSFERS FROM: TRANSFER FROM GEN REV SHAR	41,297.00	20,771.50	.00	20,771.50	20,525.50	50.30
TOTAL RECEIPTS	47,165.00	26,639.98	.00	26,639.98	20,525.02	56.48
<b>DISBURSEMENTS</b>						
<b>OPERATING EXPENSES</b>						
SALARIES	26,400.00	9,505.60	2,376.40	11,882.00	14,518.00	45.01
SOCIAL SECURITY	1,848.00	672.48	169.92	842.40	1,005.60	45.58
RETIREMENT	1,848.00	378.32	94.58	472.90	1,375.10	25.59
HOSPITALIZATION	2,433.00	621.76	155.44	777.20	1,655.80	31.94
WORKERS COMPENSATION	2,160.00	615.25	.00	615.25	1,544.75	28.48
UNEMPLOYMENT INSURANCE	900.00	86.14	.00	86.14	813.86	9.57
REPAIRS TO EQUIPMENT	3,500.00	.00	45.77	45.77	3,454.23	1.31
GAS, OIL, GREASE	2,400.00	407.00	22.08	429.08	1,970.92	17.88
MISCELLANEOUS	300.00	.00	.00	.00	300.00	.00
TOTAL DEPARTMENT	41,789.00	12,286.55	2,864.19	15,150.74	26,638.26	36.26
<b>CAPITAL OUTLAY</b>						
PURCHASE OF NEW EQUIPMENT	.00	.00	.00	.00	.00	.00
TOTAL DEPARTMENT	.00	.00	.00	.00	.00	.00
TOTAL DISBURSEMENTS	41,789.00	12,286.55	2,864.19	15,150.74	26,638.26	36.26
TOTAL FUND	5,376.00-	14,353.43-	2,864.19	11,489.24-	6,113.24	.00

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BUDGET COMPARISON  
LIBRARY FUND

MONTHLY REPORT FEBRUARY ,1986

	BUDGET 1986	PREVIOUS MONTHS	THIS MONTH	YEAR TO DATE	OVER/UNDER BUDGET	PERCENT USED
<b>RECEIPTS</b>						
BEGINNING BALANCE 10-1-85	.00	15,648.26	.00	15,648.26	15,648.26-	.00
FEE/CHARGES FOR SERVICES						
COUNTY CLERK FINES	.00	160.00	25.00	185.00	185.00-	.00
DISTRICT CLERK FINES	.00	480.00	145.00	625.00	625.00-	.00
MISCELLANEOUS:						
INTEREST ON INVESTMENTS	.00	242.04	.00	242.04	242.04-	.00
TOTAL RECEIPTS	.00	16,530.30	170.00	16,700.30	16,700.30-	.00
<b>DISBURSEMENTS</b>						
MISCELLANEOUS:						
LIBRARY BOOKS & SUPPLIES	.00	81.23	32.54	113.77	113.77-	.00
TOTAL DEPARTMENT	.00	81.23	32.54	113.77	113.77-	.00
TOTAL DISBURSEMENTS	.00	81.23	32.54	113.77	113.77-	.00
TOTAL FUND	.00	16,449.07-	137.46-	16,586.53-	16,586.53	.00

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BUDGET COMPARISON  
SANITARY LANDFILL

MONTHLY REPORT FEBRUARY, 1986

	BUDGET 1986	PREVIOUS MONTHS	THIS MONTH	YEAR TO DATE	OVER/UNDER BUDGET	PERCENT USED
<b>RECEIPTS</b>						
BEGINNING BALANCE 10-1-85	.00	14,277.32	.00	14,277.32	14,277.32-	.00
FEE'S/CHARGES FOR SERVICES						
FEE'S COLLECTED	.00	4,440.00	290.00	4,730.00	4,730.00-	.00
MISCELLANEOUS:						
INTEREST ON INVESTMENT	.00	393.62	.00	393.62	393.62-	.00
TOTAL RECEIPTS	.00	19,110.94	290.00	19,400.94	19,400.94-	.00
<b>DISBURSEMENTS</b>						
CAPITAL OUTLAY						
PURCHASE OF EQUIPMENT	.00	.00	.00	.00	.00	.00
TOTAL DEPARTMENT	.00	.00	.00	.00	.00	.00
<b>TRANSFERS TO:</b>						
TRANSFER TO GENERAL FUND	.00	14,958.80	.00	14,958.80	14,958.80-	.00
TOTAL DEPARTMENT	.00	14,958.80	.00	14,958.80	14,958.80-	.00
TOTAL DISBURSEMENTS	.00	14,958.80	.00	14,958.80	14,958.80-	.00
TOTAL FUND	.00	4,152.14-	290.00-	4,442.14-	4,442.14	.00

BUDGET COMPARISON  
1985 TYLER COUNTY TCDBG

MONTHLY REPORT FEBRUARY ,1986

	BUDGET 1986	PREVIOUS MONTHS	THIS MONTH	YEAR TO DATE	OVER/UNDER BUDGET	PERCENT USED
<b>RECEIPTS</b>						
BALANCE 10-1-85	.00	.00	.00	.00	.00	.00
INTER-GOVERNMENTAL REVENU						
GRANT REVENUE	390,000.00	.00	.00	.00	390,000.00	.00
TRANSFERS FROM:						
TRANSFER FROM R & B III	.00	100.00	.00	100.00	100.00-	.00
TOTAL RECEIPTS	390,000.00	100.00	.00	100.00	389,900.00	.03
<b>DISBURSEMENTS</b>						
<b>ADMINISTRATION</b>						
GENERAL ADMINISTRATION	19,840.00	.00	.00	.00	19,840.00	.00
STREET IMPROVEMENTS	165,420.00	.00	.00	.00	165,420.00	.00
ENGINEERING/ARCHITECTURAL SERV	43,882.00	.00	.00	.00	43,882.00	.00
FLOOD & DRAINAGE IMPROVEMENTS	160,858.00	.00	.00	.00	160,858.00	.00
TOTAL DEPARTMENT	390,000.00	.00	.00	.00	390,000.00	.00
TOTAL DISBURSEMENTS	390,000.00	.00	.00	.00	390,000.00	.00
TOTAL FUND	.00	100.00-	.00	100.00-	100.00	.00

BUDGET COMPARISON  
JAIL CONSTRUCTION FUND

MONTHLY REPORT FEBRUARY ,1986

	BUDGET 1986	PREVIOUS MONTHS	THIS MONTH	YEAR TO DATE	OVER/UNDER BUDGET	PERCENT USED
RECEIPTS						
BEGINNING BALANCE OCT. 1, 1985	.00	.00	.00	.00	.00	.00
MISCELLANEOUS:						
SALE OF BUILDINGS	.00	1,175.00	.00	1,175.00	1,175.00-	.00
TOTAL RECEIPTS	.00	1,175.00	.00	1,175.00	1,175.00-	.00
DISBURSEMENTS						
CAPITAL OUTLAY						
MISCELLANEOUS SUPPLIES	.00	.00	70.00	70.00	70.00-	.00
REPAIRS TO JAIL	.00	.00	.00	.00	.00	.00
TOTAL DEPARTMENT	.00	.00	70.00	70.00	70.00-	.00
TOTAL DISBURSEMENTS	.00	.00	70.00	70.00	70.00-	.00
TOTAL FUND	.00	1,175.00-	70.00	1,105.00-	1,105.00	.00

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BUDGET COMPARISON  
DATA PROCESSING FUND

MONTHLY REPORT FEBRUARY ,1986

	BUDGET 1986	PREVIOUS MONTHS	THIS MONTH	YEAR TO DATE	OVER/UNDER BUDGET	PERCENT USED
<b>RECEIPTS</b>						
BEGINNING BALANCE 10-1-85	183.55-	183.55-	.00	183.55-	.00	.00
TRANSFERS FROM:						
TRANSFERS FROM GENERAL FUND	550.00	550.00	.00	550.00	.00	100.00
TRANSFERS FROM ADULT PROBATION	6,000.00	2,000.00	500.00	2,500.00	3,500.00	41.67
TOTAL RECEIPTS	6,366.45	2,366.45	500.00	2,866.45	3,500.00	45.02
<b>DISBURSEMENTS</b>						
OPERATING EXPENSES						
SUPPLIES	.00	.00	.00	.00	.00	.00
PROFESSIONAL SERVICES	.00	122.50	.00	122.50	122.50-	.00
COUNTY AUDITORS LEASE	717.00	545.42	619.42	1,164.84	447.84-	162.46
ADULT PROBATION LEASE	6,000.00	1,426.00	500.00	1,926.00	4,074.00	32.10
TOTAL DEPARTMENT	6,717.00	2,093.92	1,119.42	3,213.34	3,503.66	47.84
CAPITAL OUTLAY						
NEW EQUIPMENT	.00	.00	.00	.00	.00	.00
TOTAL DEPARTMENT	.00	.00	.00	.00	.00	.00
TOTAL DISBURSEMENTS	6,717.00	2,093.92	1,119.42	3,213.34	3,503.66	47.84
TOTAL FUND	350.55	272.53-	619.42	346.89	3.66	98.96

BUDGET COMPARISON  
CAPITOL IMPROVEMENT FUND

MONTHLY REPORT FEBRUARY, 1986

	BUDGET 1986	PREVIOUS MONTHS	THIS MONTH	YEAR TO DATE	OVER/UNDER BUDGET	PERCENT USED
<b>RECEIPTS</b>						
BEGINNING BALANCE 10-1-85	33,870.00	33,870.64	.00	33,870.64	.64-	100.00
MISCELLANEOUS:						
INTEREST ON INVESTMENTS	.00	635.68	.00	635.68	635.68-	.00
TRANSFERS FROM:						
TRANSFERS FROM GENERAL FUND	.00	.00	.00	.00	.00	.00
TOTAL RECEIPTS	33,870.00	34,506.32	.00	34,506.32	636.32-	101.88
<b>DISBURSEMENTS</b>						
COUNTY CLERK:						
COPY MACHINE	.00	.00	.00	.00	.00	.00
TOTAL DEPARTMENT	.00	.00	.00	.00	.00	.00
DISTRICT CLERK:						
COPY MACHINE	.00	.00	.00	.00	.00	.00
TOTAL DEPARTMENT	.00	.00	.00	.00	.00	.00
TAX OFFICE:						
TYFEWRITERS (2)	.00	.00	.00	.00	.00	.00
TOTAL DEPARTMENT	.00	.00	.00	.00	.00	.00
SHERIFF DEPARTMENT:						
RADIO TOWER	2,500.00	.00	.00	.00	2,500.00	.00
TOTAL DEPARTMENT	2,500.00	.00	.00	.00	2,500.00	.00
TYLER COUNTY JAIL:						
JAIL REPAIRS	1,000.00	31.50	65.00	96.50	903.50	9.65
TOTAL DEPARTMENT	1,000.00	31.50	65.00	96.50	903.50	9.65
BUILDING MAINTENANCE:						
REPAIRS TO BUILDING	3,000.00	1,378.00	15.10	1,393.10	1,606.90	46.44
AIR CONDITIONERS	2,000.00	.00	.00	.00	2,000.00	.00
BOILER REPAIRS	3,000.00	10.00	40.63	50.63	2,949.37	1.69
ELEVATOR REPAIRS	2,000.00	.00	.00	.00	2,000.00	.00
TOTAL DEPARTMENT	10,000.00	1,388.00	55.73	1,443.73	8,556.27	14.44
CAPITAL OUTLAY:						
OFFICE EQUIPMENT	10,000.00	.00	1,766.20	1,766.20	8,233.80	17.66
TOTAL DEPARTMENT	10,000.00	.00	1,766.20	1,766.20	8,233.80	17.66
CAPITAL OUTLAY:						
REPAIRS TO BUILDING	.00	651.20	412.90	1,064.10	1,064.10-	.00
AIR CONDITIONERS & REPAIRS	.00	90.75	.00	90.75	90.75-	.00
REPAIRS TO ELEVATOR	.00	10.60	.00	10.60	10.60-	.00
TOTAL DEPARTMENT	.00	752.55	412.90	1,165.45	1,165.45-	.00
TRANSFERS TO:						
TRANS TO GENERAL FUND	.00	33,500.00	.00	33,500.00	33,500.00-	.00
TOTAL DEPARTMENT	.00	33,500.00	.00	33,500.00	33,500.00-	.00
TOTAL DISBURSEMENTS	23,500.00	35,672.05	2,299.83	37,971.88	14,471.88-	161.58
TOTAL FUND	10,370.00-	1,165.73	2,299.83	3,465.56	13,835.56-	.00

BUDGET COMPARISON  
COUNTY-WIDE RIGHT-OF-WAY

MONTHLY REPORT FEBRUARY ,1986

	BUDGET 1986	PREVIOUS MONTHS	THIS MONTH	YEAR TO DATE	OVER/UNDER BUDGET	PERCENT USED
<b>RECEIPTS</b>						
BEGINNING BALANCE 10-1-85	.00	12,961.89	.00	12,961.89	12,961.89-	.00
GENERAL PROPERTY TAXES						
DELINQUENT TAXES	.00	37.46	.00	37.46	37.46-	.00
INTER-GOVERNMENTAL REVENUE						
STATE REIMBURSEMENTS	.00	.00	.00	.00	.00	.00
MISCELLANEOUS:						
INTEREST ON INVESTMENTS	.00	242.05	.00	242.05	242.05-	.00
TOTAL RECEIPTS	.00	13,241.40	.00	13,241.40	13,241.40-	.00
<b>DISBURSEMENTS</b>						
CAPITAL OUTLAY						
RIGHT-OF-WAY PURCHASES	.00	.00	.00	.00	.00	.00
TOTAL DEPARTMENT	.00	.00	.00	.00	.00	.00
MISCELLANEOUS:						
PROFESSIONAL SERVICES	.00	.00	.00	.00	.00	.00
TOTAL DEPARTMENT	.00	.00	.00	.00	.00	.00
<b>TRANSFERS TO:</b>						
TRANSFER TO GENERAL FUND	.00	13,164.80	.00	13,164.80	13,164.80-	.00
TOTAL DEPARTMENT	.00	13,164.80	.00	13,164.80	13,164.80-	.00
TOTAL DISBURSEMENTS	.00	13,164.80	.00	13,164.80	13,164.80-	.00
TOTAL FUND	.00	76.60-	.00	76.60-	76.60	.00



BUDGET COMPARISON  
 SENIOR CITIZENS FUND

MONTHLY REPORT FEBRUARY ,1986

	BUDGET 1986	PREVIOUS MONTHS	THIS MONTH	YEAR TO DATE	OVER/UNDER BUDGET	PERCENT USED
<b>RECEIPTS</b>						
BEGINNING BALANCE 10-1-85	.00	.00	.00	.00	.00	.00
MISCELLANEOUS:						
TRANSPORTATION DONATIONS	.00	16.57	62.51	79.08	79.08-	.00
OTHER REVENUE	.00	.00	32.00	32.00	32.00-	.00
TOTAL RECEIPTS	.00	16.57	94.51	111.08	111.08-	.00
<b>DISBURSEMENTS</b>						
MISCELLANEOUS:						
PAYMENTS TO DETCOG	.00	.00	.00	.00	.00	.00
TOTAL DEPARTMENT	.00	.00	.00	.00	.00	.00
TOTAL DISBURSEMENTS	.00	.00	.00	.00	.00	.00
TOTAL FUND	.00	16.57-	94.51-	111.08-	111.08	.00

BUDGET COMPARISON  
CRIMINAL DIST. ATTY FEE F

MONTHLY REPORT FEBRUARY ,1986

	BUDGET 1986	PREVIOUS MONTHS	THIS MONTH	YEAR TO DATE	OVER/UNDER BUDGET	PERCENT USED
<b>RECEIPTS</b>						
BEGINNING BALANCE 10-1-85	.00	4,443.08	.00	4,443.08	4,443.08-	.00
FEES/CHARGES FOR SERVICES						
CRIMINAL DIST. ATTY. FEES	.00	2,193.85	464.37	2,658.22	2,658.22-	.00
TOTAL RECEIPTS	.00	6,636.93	464.37	7,101.30	7,101.30-	.00
<b>DISBURSEMENTS</b>						
MISCELLANEOUS:						
MISCELLANEOUS	.00	3,898.57	814.50	4,713.07	4,713.07-	.00
TOTAL DEPARTMENT	.00	3,898.57	814.50	4,713.07	4,713.07-	.00
TOTAL DISBURSEMENTS	.00	3,898.57	814.50	4,713.07	4,713.07-	.00
TOTAL FUND	.00	2,738.36-	350.13	2,388.23-	2,388.23	.00

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BUDGET COMPARISON  
ADULT PROBATION FUND

MONTHLY REPORT FEBRUARY ,1986

	BUDGET 1986	PREVIOUS MONTHS	THIS MONTH	YEAR TO DATE	OVER/UNDER BUDGET	PERCENT USED
<b>RECEIPTS</b>						
BEGINNING BALANCE 9-1-85	31,000.00	49,594.54	.00	49,594.54	18,594.54-	159.98
INTER-GOVERNMENTAL REVENUE						
PRESENTENCE INVEST REPT REIMB.	.00	.00	.00	.00	.00	.00
TEX. ADULT PROBATION COMM.	33,000.00	16,794.00	.00	16,794.00	16,206.00	50.89
STATE REFUNDS	.00	100.00	.00	100.00	100.00-	.00
FEES/CHARGES FOR SERVICES						
FEES COLLECTED	49,000.00	18,170.00	4,825.00	22,995.00	26,005.00	46.93
MISCELLANEOUS:						
INTEREST ON INVESTMENTS	2,000.00	1,118.68	180.54	1,299.22	700.78	64.96
TOTAL RECEIPTS	115,000.00	85,777.22	5,005.54	90,782.76	24,217.24	78.94
<b>DISBURSEMENTS</b>						
<b>OPERATING EXPENSES</b>						
SALARIES	66,711.00	27,434.80	5,486.96	32,921.76	33,789.24	49.35
SOCIAL SECURITY	4,975.00	1,939.68	392.32	2,332.00	2,643.00	46.87
RETIREMENT	4,975.00	1,920.50	384.10	2,304.60	2,670.40	46.32
HOSPITALIZATION	4,850.00	1,832.30	366.46	2,198.76	2,651.24	45.34
UNEMPLOYMENT	.00	69.51	.00	69.51	69.51-	.00
SUPPLIES & OTHER OPERATING EXP	5,700.00	916.79	138.90	1,055.69	4,644.31	18.52
PER DIEM	1,500.00	141.52	156.27	297.79	1,202.21	19.85
MILEAGE OR CAR ALLOWANCE	3,400.00	11.04	.00	11.04	3,388.96	.32
PROFESSIONAL SERVICES	5,500.00	500.80	.00	500.80	4,999.20	9.11
CONTRACT SERV FOR PROBATIONERS	5,925.00	.00	.00	.00	5,925.00	.00
FY 85 SURPLUS REFUND	13,942.00	13,942.00	.00	13,942.00	.00	100.00
TOTAL DEPARTMENT	117,478.00	48,708.94	6,925.01	55,633.95	61,844.05	47.36
<b>TRANSFERS TO:</b>						
TRANS-FISCAL YEAR SERVICE FEE	.00	.00	256.47	256.47	256.47-	.00
TRANS. TO GENERAL/ EQUIP. USE	400.00	956.47	256.47-	700.00	300.00-	175.00
TRANSFERS TO D PROC FUND	7,200.00	2,000.00	500.00	2,500.00	4,700.00	34.72
TOTAL DEPARTMENT	7,600.00	2,956.47	500.00	3,456.47	4,143.53	45.48
TOTAL DISBURSEMENTS	125,078.00	51,665.41	7,425.01	59,090.42	65,987.58	47.24
TOTAL FUND	10,078.00	34,111.81-	2,419.47	31,692.34-	41,770.34	314.47-

BUDGET COMPARISON  
JUVENILE PROBATION FUND

MONTHLY REPORT FEBRUARY ,1986

	BUDGET 1986	PREVIOUS MONTHS	THIS MONTH	YEAR TO DATE	OVER/UNDER BUDGET	PERCENT USED
<b>RECEIPTS</b>						
BEGINNING BALANCE 9-1-85	.00	3,596.82	.00	3,596.82	3,596.82-	.00
INTER-GOVERNMENTAL REVENUE						
TEX. JUV. PROB. COMM. GRANT	24,518.00	9,588.00	1,729.00	11,317.00	13,201.00	46.16
TRANSFERS FROM:						
TRANSFER OF MATCHING FUNDS	6,500.00	.00	.00	.00	6,500.00	.00
TOTAL RECEIPTS	31,018.00	13,184.82	1,729.00	14,913.82	16,104.18	48.08
<b>DISBURSEMENTS</b>						
<b>OPERATING EXPENSES</b>						
SALARIES	19,530.00	8,137.50	1,627.50	9,765.00	9,765.00	50.00
SOCIAL SECURITY	1,370.00	575.32	116.36	691.68	678.32	50.49
RETIREMENT	1,370.00	569.60	113.92	683.52	686.48	49.89
HOSPITALIZATION	1,250.00	530.90	106.18	637.08	612.92	50.97
WORKERS COMPENSATION	125.00	50.24	.00	50.24	74.76	40.19
UNEMPLOYMENT INSURANCE	125.00	11.76	.00	11.76	113.24	9.41
SUPPLIES & OTHER OPERATING EXP	2,541.00	126.83	22.99	149.82	2,391.18	5.90
TRAINING & EDUCATION	507.00	75.00	.00	75.00	432.00	14.79
MONTHLY CAR ALLOW	4,200.00	1,400.00	700.00	2,100.00	2,100.00	50.00
IN-COUNTY TRAVEL	.00	.00	.00	.00	.00	.00
PROFESSIONAL SERVICES	.00	2,150.00	.00	2,150.00	2,150.00-	.00
RESIDENTIAL SERVICES	.00	.00	.00	.00	.00	.00
NON-RESIDENTIAL SERVICES	.00	.00	.00	.00	.00	.00
TOTAL DEPARTMENT	31,018.00	13,627.15	2,686.95	16,314.10	14,703.90	52.60
<b>TRANSFERS TO:</b>						
TRANSFERS TO GENERAL FUND	.00	.00	.00	.00	.00	.00
TOTAL DEPARTMENT	.00	.00	.00	.00	.00	.00
TOTAL DISBURSEMENTS	31,018.00	13,627.15	2,686.95	16,314.10	14,703.90	52.60
TOTAL FUND	.00	442.33	957.95	1,400.28	1,400.28-	.00

VOL 011 PAGE 757

BUDGET COMPARISON  
STATE COST

MONTHLY REPORT FEBRUARY ,1986

	BUDGET 1986	PREVIOUS MONTHS	THIS MONTH	YEAR TO DATE	OVER/UNDER BUDGET	PERCENT USED
<b>RECEIPTS</b>						
BEGINNING BALANCE 10-1-85	.00	13,667.60	.00	13,667.60	13,667.60-	.00
FEES/CHARGES FOR SERVICES						
JUSTICE-OF-PEACE REVENUE	.00	8,124.00	2,640.00	10,764.00	10,764.00-	.00
DIST. & COUNTY CLERK REVENUE	.00	630.00	109.00	739.00	739.00-	.00
TOTAL RECEIPTS	.00	22,421.60	2,749.00	25,170.60	25,170.60-	.00
<b>DISBURSEMENTS</b>						
MISCELLANEOUS:						
PAYMENTS TO STATE	.00	12,179.70	.00	12,179.70	12,179.70-	.00
TOTAL DEPARTMENT	.00	12,179.70	.00	12,179.70	12,179.70-	.00
<b>TRANSFERS TO:</b>						
TRANSFERS TO GENERAL FUND	.00	1,353.30	.00	1,353.30	1,353.30-	.00
TOTAL DEPARTMENT	.00	1,353.30	.00	1,353.30	1,353.30-	.00
TOTAL DISBURSEMENTS	.00	13,533.00	.00	13,533.00	13,533.00-	.00
TOTAL FUND	.00	8,888.60-	2,749.00-	11,637.60-	11,637.60	.00

BUDGET COMPARISON  
JUDICIAL EDUCATION FUND

MONTHLY REPORT FEBRUARY ,1986

	BUDGET 1986	PREVIOUS MONTHS	THIS MONTH	YEAR TO DATE	OVER/UNDER BUDGET	PERCENT USED
<b>RECEIPTS</b>						
BEGINNING BALANCE OCT. 1	.00	2.00	.00	2.00	2.00-	.00
FEEES/CHARGES FOR SERVICES						
JUSTICE-OF-PEACE FEES	.00	1,111.00	338.00	1,449.00	1,449.00-	.00
DISTRICT CLERK FEES	.00	6.00	1.00	7.00	7.00-	.00
COUNTY CLERK FEES	.00	19.00	5.00	24.00	24.00-	.00
TOTAL RECEIPTS	.00	1,138.00	344.00	1,482.00	1,482.00-	.00
<b>DISBURSEMENTS</b>						
MISCELLANEOUS:						
PAYMENTS TO STATE	.00	1,016.10	.00	1,016.10	1,016.10-	.00
TOTAL DEPARTMENT	.00	1,016.10	.00	1,016.10	1,016.10-	.00
<b>TRANSFERS TO:</b>						
TRANSFERS TO GENERAL FUND	.00	112.90	.00	112.90	112.90-	.00
TOTAL DEPARTMENT	.00	112.90	.00	112.90	112.90-	.00
TOTAL DISBURSEMENTS	.00	1,129.00	.00	1,129.00	1,129.00-	.00
TOTAL FUND	.00	9.00-	344.00-	353.00-	353.00	.00

BUDGET COMPARISON  
STATE CVC

MONTHLY REPORT FEBRUARY ,1986

	BUDGET 1986	PREVIOUS MONTHS	THIS MONTH	YEAR TO DATE	OVER/UNDER BUDGET	PERCENT USED
<b>RECEIPTS</b>						
BEGINNING BALANCE 10-1-85	.00	341.50	.00	341.50	341.50-	.00
FEES/CHARGES FOR SERVICES						
JUSTICE-OF-PEACE REVENUE	.00	4,162.00	1,290.00	5,452.00	5,452.00-	.00
DIST. & COUNTY CLERK REVENUE	.00	755.00	160.00	915.00	915.00-	.00
TOTAL RECEIPTS	.00	5,258.50	1,450.00	6,708.50	6,708.50-	.00
<b>DISBURSEMENTS</b>						
MISCELLANEOUS:						
PAYMENTS TO STATE	.00	4,398.30	.00	4,398.30	4,398.30-	.00
TOTAL DEPARTMENT	.00	4,398.30	.00	4,398.30	4,398.30-	.00
<b>TRANSFERS TO:</b>						
TRANSFERS TO GENERAL FUND	.00	488.70	.00	488.70	488.70-	.00
TOTAL DEPARTMENT	.00	488.70	.00	488.70	488.70-	.00
TOTAL DISBURSEMENTS	.00	4,887.00	.00	4,887.00	4,887.00-	.00
TOTAL FUND	.00	371.50-	1,450.00-	1,821.50-	1,821.50	.00

	BUDGET 1986	PREVIOUS MONTHS	THIS MONTH	YEAR TO DATE	OVER/UNDER BUDGET	PERCENT USED
<b>RECEIPTS</b>						
BEGINNING BALANCE OCT. 1	.00	.00	.00	.00	.00	.00
FEE'S/CHARGES FOR SERVICES						
DISTRICT CLERK FEES	.00	.00	.00	.00	.00	.00
COUNTY CLERK FEES	.00	10.00	.00	10.00	10.00-	.00
JUSTICE OF PEACE REVENUE	.00	1,425.00	15.00	1,440.00	1,440.00-	.00
TOTAL RECEIPTS	.00	1,435.00	15.00	1,450.00	1,450.00-	.00
<b>DISBURSEMENTS</b>						
MISCELLANEOUS:						
PAYMENTS TO STATE	.00	1,540.00	.00	1,540.00	1,540.00-	.00
TOTAL DEPARTMENT	.00	1,540.00	.00	1,540.00	1,540.00-	.00
TOTAL DISBURSEMENTS	.00	1,540.00	.00	1,540.00	1,540.00-	.00
TOTAL FUND	.00	105.00	15.00-	90.00	90.00-	.00



APR 30 1986

GRACE BOSTICK, COUNTY CLERK  
TYLER COUNTY, TEXAS

BY: *Grace Bostick*



**GOODWIN • LASITER**  
ENGINEERS • PLANNERS  
SURVEYORS

P.O. BOX 451 • LUFKIN • TEXAS 75901 • (409) 637-6336

SET NO. 1

ADDENDUM NO. 1

DATE: April 17, 1986  
OWNER: County of Tyler, Texas  
PROJECT: Paving and Drainage  
Contract No. 2

TO BIDDER OF RECORD:

This addendum, applicable to the referenced project, is an amendment to the bidding documents and as such shall be a part of and included in the contract. Acknowledge receipt of this addendum number by listing the addendum number and issue date at the bottom of the "Bid For Unit Price Contracts", page 408.

1.0 PURPOSE

The purpose of this addendum is to obtain "Alternative Bid - Part E" which includes items needed to construct a stronger pavement section.

2.0 BIDDING DOCUMENTS

- A. Complete and submit the attached "Alternative Bid Part E" with other bidding documents.
- B. Substitute the attached Section 00315-Bid Summary and submit with other bidding documents.

3.0 SPECIFICATIONS

- A. Refer to the attached Section 02513 which will hereby become part of the Contract Documents.

4.0 DRAWINGS

- A. Refer to the attached Detail "D" which will hereby become part of the Contract Documents.

SECTION 00315

BID SUMMARY

PROJECT: County of Tyler, Texas  
Paving & Drainage Contract No. 2  
TDCA Project No. S705180

- I. BASE BID: TOTAL AMOUNT OF BASE BID (PAVING AND DRAINAGE) IN  
WORDS \_\_\_\_\_  
\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)
- II. ALTERNATIVE BID - PART A (LIMESTONE BASE): TOTAL AMOUNT OF  
ALTERNATIVE BID - PART A IN WORDS \_\_\_\_\_  
\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)
- III. ALTERNATIVE BID - PART B (SANDSTONE BASE W/3% LIME): TOTAL  
AMOUNT OF ALTERNATIVE BID - PART C IN WORDS \_\_\_\_\_  
\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)
- IV. ALTERNATIVE BID - PART C (CORRUGATED METAL CULVERTS):  
TOTAL AMOUNT OF ALTERNATIVE BID - PART C IN WORDS \_\_\_\_\_  
\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)
- V. ALTERNATIVE BID - PART D (16' WIDE PAVEMENT): TOTAL AMOUNT  
OF ALTERNATIVE BID - PART D IN WORDS \_\_\_\_\_  
\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)
- VI. ALTERNATIVE BID - PART E (HOT MIX PAVEMENT SECTION):  
TOTAL AMOUNT OF ALTERNATIVE BID - PART E IN WORDS \_\_\_\_\_  
\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

BIDDER: \_\_\_\_\_ SIGNED: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ BY: \_\_\_\_\_  
\_\_\_\_\_ TITLE: \_\_\_\_\_  
\_\_\_\_\_ TELEPHONE: \_\_\_\_\_

WITNESS

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

TYLER COUNTY, TEXAS

BID SCHEDULE: ALTERNATIVE BID - PART E - STREET PAVING AND DRAINAGE

Note: These alternative bid items may be used in place of the correspondingly numbered bid items of the BID SCHEDULE: BASE BID

ITEM NUMBER AND DESCRIPTION	UNIT	UNIT PRICE	AMOUNT BID
4. 2-INCH (TYPE D) HOT MIX ASPHALTIC CONCRETE SURFACE (SDHPT ITEM 340) COMPLETE IN PLACE.	24,500 S.Y.	_____ DOLLARS (\$ _____)	\$ _____
5. LIME FOR SUBGRADE STABILIZATION (22 LBS. PER S.Y.)	270 TONS	_____ DOLLARS (\$ _____)	\$ _____
6. *LIME STABILIZATION OF TOP 6" OF SUBGRADE COMPACTED TO 95% MAXIMUM DENSITY (AASHTO T-99), COMPLETE IN PLACE	24,500 S.Y.	_____ DOLLARS (\$ _____)	\$ _____

TOTAL AMOUNT OF ALTERNATIVE BID - PART E - IN WORDS \_\_\_\_\_  
DOLLARS (\$ \_\_\_\_\_)

\*LIME STABILIZATION IS MEASURED IN SQUARE YARDS (S.Y.) OF FINISHED ROADWAY SURFACE EXCLUDING UNPAVED SHOULDER. (SEE DETAILS SHEET).

## SECTION 02513

### ASPHALTIC CONCRETE PAVING

#### 1.0 GENERAL

#### 1.1 DESCRIPTION

- A. This section provides for furnishing and installing a base course, leveling-up course, surface course, or any combination of these consisting of compacted mixture of coarse and fine aggregates and asphaltic material.
- B. The paving will be constructed on stabilized subgrades and base in conformity with lines, grades, compacted thickness and typical cross sections shown on the plans.

#### 1.2 QUALITY ASSURANCE

- A. Applicable Codes and Specifications
  - 1. Texas State Department of Highways and Public Transportation (SDHPT) Standard Specifications for Construction of Highways, Streets and Bridges, 1982 Edition.
  - 2. American Association of State Highway and Transportation Officials (AASHTO) Test procedure.
- B. Tests
  - 1. Field tests and inspection to meet requirements of "Applicable Codes and Specifications" listed herein.
  - 2. Testing to be performed by an independent approved testing laboratory.

#### 1.3 SUBMITTALS

- A. Material Sources.
- B. Coarse and fine aggregate gradations and Bulk Specific Gravity.
- C. Mix Design Test Results.
- D. Los Angeles Abrasion Test Results.

#### 1.4 DEFINITIONS

- A. Coarse Aggregate: That portion of the aggregate retained on the No. 10 sieve.
- B. Fine Aggregate: That portion of the aggregate that passes the No. 10 sieve.

#### 2.0 PRODUCTS

## 2.1 MATERIALS

### A. Coarse Aggregate:

1. The aggregate shall be crushed stone or crushed gravel or a combination of both and uniform in quality throughout.
2. Coarse aggregate shall consist of clean, tough, durable particles free from dirt, organic or other deleterious materials occurring either free or as a coating on the aggregate.
3. Coarse aggregate shall have an abrasiveness of less than 40 when subjected to the Los Angeles Abrasion Test, AASHTO T-96.
4. Gravel shall have at least one crushed face on 85 percent of the particles retained on the No. 4 sieve.

### B. Fine Aggregate:

1. Fine aggregate shall consist of sand or stone screenings or a combination of both.
2. Fine aggregate shall be sound, durable stone particles free from loams and other injurious foreign matter.
3. The plasticity index of that part of the fine aggregate passing the No. 40 sieve must not be more than 6.
4. When stone screenings are furnished, the material must meet the following grading requirements:

	Percent (by wt)
Paving 3/8" sieve	100
Paving No. 200 sieve	0 - 30

### C. Asphaltic Material:

#### 1. Paving Mixture:

- a. Asphalt for paving mixtures will be determined by the Engineer after design tests have been made and shall meet requirements of Section 02500 "Asphalts and Emulsions."
- b. Only one grade of asphalt will be used and shall not be changed without approval of the Engineer.

#### 2. Tack Coat:

- a. Tack coat may be an emulsion or cutback and satisfy requirements of Section 02500 "Asphalts and Emulsions."
- b. Contractor shall submit Type and Grade of tack coat he will use to the Engineer prior to beginning work.
- c. Tack coat material shall not be changed during construction without approval of the Engineer.

#### 3. Prime Coat:

- a. Prime coat may be an emulsion or cutback and satisfy requirements of Section 02500 "Asphalts and Emulsions."
- b. Contractor shall submit Type and Grade of prime coat he will use to the Engineer prior to beginning work.
- c. Prime coat material shall not be changed during construction without approval of the Engineer.

## 2.2 PAVING MIXTURES

### A. Mixture Design:

1. Contractor shall furnish mixture design for approval by Engineer.
2. Mix shall be designed in accordance with SDHPT Bulletin C-14 and Test Method Tex-204-F.
3. Trial mixtures shall be produced and tested by the Contractor using all of the proposed project materials and equipment. Furnish test results to Engineer.
4. Trial mixture requirements may be waived.

### B. Stability and Density:

1. The mixture produced shall have a stability of at least 40 percent when tested using SDHPT procedures.
2. The density of the mixture shall be 97 percent (with an allowable variance of 2 percent+) when tested according to SDHPT procedures.

### C. Types:

1. The paving mixture shall consist of a uniform mixture of coarse aggregate and asphaltic material.
2. When properly proportioned, the aggregates shall produce a gradation which will conform to the limitations for master grading for the specified type given in the SDHPT Standard Specifications for Construction of Highways, Streets and Bridges, 1982 Edition under Item 340.3(3).
3. Use Test Method Tex-210-F to determine the aggregate gradation and asphalt content of the mixture.

## 2.3 EQUIPMENT

- A. All equipment for the handling of all materials and mixing and placing of the mixture shall be maintained in good repair and operating condition and subject to approval of the Engineer. Any equipment found to be defective and potentially affecting the quality of the paving mixture will be replaced.
- B. Mixing Plants. Mixing plants may be the weigh-batch type, the continuous mixing type or the drum mix type. All types of plants shall be equipped with satisfactory conveyors, power units, aggregate handling equipment, bins and dust collectors.
- C. All types of plants shall have equipment which complies with the requirements of section 340.2 "Equipment" in Item 340 of the SDHPT Standard Specifications for Construction of Highways, Streets and Bridges, 1982 Edition.

## 2.4 STOCKPILING, STORAGE, PROPORTIONING AND MIXING OF AGGREGATES

The Contractor shall comply with all of the requirements specified in section 340.5 "Stockpiling, Storage, Proportioning and Mixing" in Item 340 of the SDHPT Standard Specifications for Construction of Highways, Streets and Bridges, 1982 Edition.

### 3.0 EXECUTION

#### 3.1 WEATHER LIMITATIONS

- A. Place no asphaltic mixture, prime or tack coat, when air temperature is below 60 deg. F and falling. Materials may be placed after the air temperature is above 55 deg. and rising. Take temperature readings in the shade away from artificial heat.
- B. Asphaltic concrete paving shall not be placed during foggy or rainy conditions.

#### 3.2 CONSTRUCTION METHODS

- A. General. The Contractor shall be responsible for producing, transporting, placing and compacting the approved paving mixture in accordance with these specifications.
- B. Prime Coat. Prime coat, if required shall be applied in accordance with Section , "Prime Coat."
- C. Tack Coat.
  - 1. Surface to receive tack coat shall be thoroughly cleared prior to application of tack coat.
  - 2. Tack coat shall be applied uniformly with an approved sprayer at a rate not to exceed 0.50 gallons per square yard of surface.
  - 3. All contact surfaces of curbs and structures and all joints shall be painted with a thin uniform coat of the tack material.
- D. Transporting Asphaltic Concrete. Transport materials as specified in item 340 of the SDHPT Standard Specifications for Construction of Highways, Streets and Bridges, 1982 Edition.
- E. Placing.
  - 1. The asphaltic mixture shall be dumped and spread on the approved prepared surface with an approved spreading and finishing machine, in such manner that when properly compacted the finished pavement will be smooth, of uniform density and will meet the requirements of the typical cross sections and the surface tests. During the application of asphaltic material, care shall be taken to prevent splattering of adjacent pavement, curb and gutter and structures.
  - 2. In placing a level-up course with the spreading and finishing machine, line and grade shall be established by the Engineer, level-up courses may be spread with the specified motor grader.
  - 3. If use of a 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 and must be removed. Put down asphalt course in the same sequence as if placed by machine.



4. The mixture must be at a temperature between 200 deg. F and 315 deg. 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 a place with approved mechanical finishing machine of screening or tamping type.
5. 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 to section, line and grade as shown on the plans.
6. Adjacent to flush curbs, gutters, liners, and structures, the surface shall be finished uniformly high so that when compacted it will be slightly above the edge of the curb and flush structure.

F. Compacting:

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.
2. Compress the surface thoroughly and uniformly, first with powerdriven, three-wheel, or tandem rollers weighing from 8 to 10 tons. Obtain subsequent compression by starting 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 alternative trips slightly different in length. Continue rolling until no further compression can be obtained all rolling marks are eliminated.
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.
4. Along walls, curbs, headers and similar structures, and in all locations not accessible to rollers, compact the mixture thoroughly with a vibrating plate compactor.
5. 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.

3.3 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.

### 3.4 CONSTRUCTION JOINTS

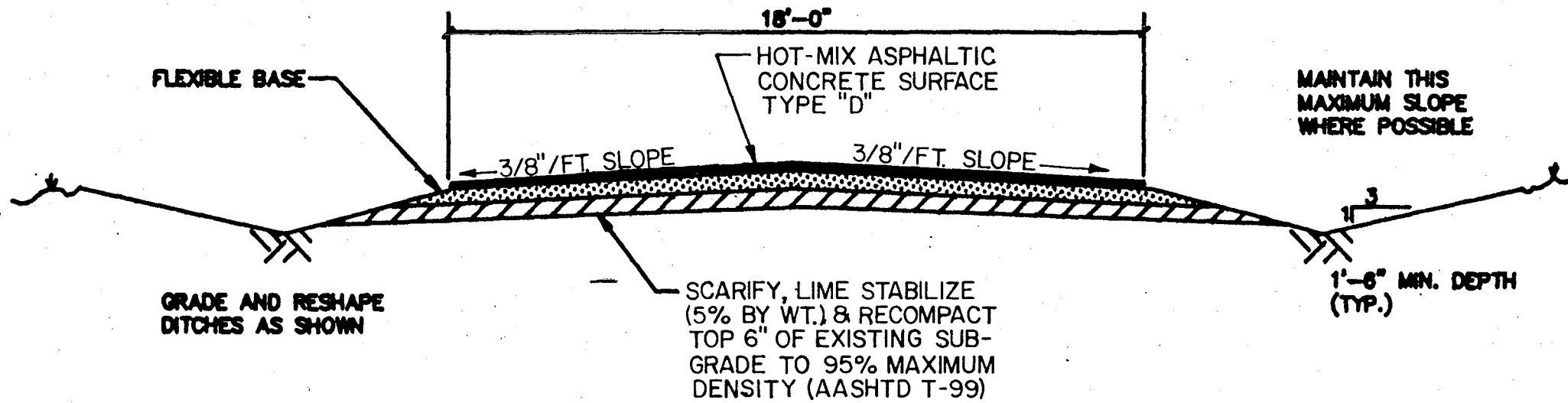
Place courses as nearly continuously as possible. Pass the roller over unprotected ends of freshly laid mixture only when the mixture has become chilled. When work is resumed, cut back the laid material to produce a slightly beveled edge for the full thickness of the course. Remove old material which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

### 3.5 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 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.

### 3.6 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.



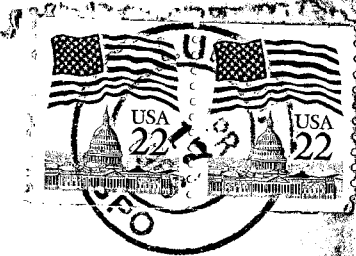
**18' ROADWAY SECTION - B** (D)

N.T.S.



**GOODWIN-LASITER**  
ENGINEERS • PLANNERS  
SURVEYORS

1609 S. CHESTNUT  
P. O. BOX 451  
LUFKIN, TEXAS 75901



Honorable Allen Sturrock  
Tyler County  
100 Courthouse  
Woodville, Texas 75979

COUNTY OF TYLER  
CONTRACT DOCUMENTS AND SPECIFICATIONS  
FOR

CONTRACT NO. 2  
OLD DOUCETTE ROAD  
PAVING AND DRAINAGE

TDCA PROJECT NO. S705180

APRIL, 1986

\*\*\*\*\*

OWNER: COUNTY OF TYLER  
100 COURTHOUSE  
WOODVILLE, TEXAS 75979

\*\*\*\*\*

ENGINEER: GOODWIN-LASITER, INC.  
P.O. BOX 451  
LUFKIN, TEXAS 75901

G-L JOB NO. 203001

COUNTY OF TYLER  
CONTRACT NO. 2  
TDCA CONTRACT NO S705180

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## ADVERTISEMENT AND INVITATION FOR BIDS

The County of Tyler, Texas will receive Bids for CONTRACT NO. 2: Construction of paving and drainage improvements on Old Doucette Road until 10 a.m., (Central Standard Time) on the 25th day of April, 1986, at the Commissioners Courtroom, Tyler County Courthouse, 100 Courthouse, Woodville, Texas 75979, at which time and place all bids will be publicly opened and read aloud.

Bids are invited upon the several items and quantities of work as follows:

1. 24,400 square yards of two coarse surface treatment with prime coat and flexible base.
2. 1,454 linear feet of culvert pipe.

Contract Documents, including Drawings and Technical Specification, are on file at the office of the County Judge, Allen Sturrock at 100 Courthouse, Woodville, Texas and the Office of the Engineer, Goodwin-Lasiter, Inc. 1609 S. Chestnut, Suite 202, Lufkin, Texas. Copies of the Contract Documents may be obtained by depositing \$ 25.00 with the Engineer for each set of documents so obtained. Each such deposit will be refunded if the Drawings and Contract Documents are returned in good condition within 10 days after Bid opening.

A certified check or bank draft, payable to the order of the County of Tyler, Texas negotiable U.S. Government bonds (at par value) or a satisfactory Bid Bond executed by the Bidder and an acceptable surety in an amount equal to five percent (5%) of the total Bid shall be submitted with each Bid.

Attention is called to the fact that not less than the federally determined prevailing wage rate, as issued by the Texas Department of Community Affairs and as set forth in the Contract Documents, must be paid on this project, and that the Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin.

In addition, if the prime contractor is not a minority-owned business, the prime contractor shall ensure that at least 16 percent (16%) of the funds subcontracted under this contract are awarded to minority businesses. In the event that the prime contractor does not subcontract any portion of the construction work funded under this contract, the prime contractor shall ensure that at least 16 percent (16%) of the work force employed by such prime contractor is composed of minority group members.

For the purpose of definition, the following words and terms shall have the following meanings:

1. "Minority Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, if at least 50 percent of the business is owned by minority group members or, in the case of a corporation, at least 51% of its shared are owned by minority group members.

2. "Minority Group Members" are Black Americans, Mexican Americans and other Americans of Hispanic origin, Asian Americans, American Indians, Pacific Islanders, and Alaskan Natives.

The County of Tyler, Texas reserves the right to reject any or all Bids or to waive any informalities in the bidding.

Bids may be held by the County of Tyler, Texas for a period not to exceed thirty (30) days from the date of the opening for Bids for the purpose of reviewing the Bids and investigating the qualifications of Bidders, prior to awarding of the Contract.

Date April 7, 19 86 County of Tyler, Texas

By Allen Sturrock

County Judge



## INSTRUCTIONS TO BIDDERS

### 1. USE OF SEPARATE BID FORMS

These Contract Documents include a complete set of bidding and Contract forms which are for the convenience of bidders and are not to be detached from the Contract Document, filled out, or executed. Separate copies of Bid Forms are furnished for that purpose.

### 2. INTERPRETATIONS OF ADDENDA

No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to the Local Public Agency. Any inquiry received seven or more days prior to the date fixed for opening of Bids will be given consideration. Every interpretation made to a Bidder will be in the form of an Addendum to the Contract Documents, and when issued, will be on file in the office of the Local Public Agency and the office of the Engineer at least five days before Bids are opened. In addition, all Addenda will be mailed to each person holding Contract Documents, but it shall be the Bidder's responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract and all Bidders shall be bound by such Addenda, whether or not received by the Bidders.

### 3. INSPECTION OF SITE

Each Bidder should visit the site of the proposed work and fully acquaint himself with the existing conditions there relating to construction and labor, and should fully inform himself as to the facilities involved, the difficulties and restrictions attending the performance of the Contract. The Bidder should thoroughly examine and familiarize himself with the Drawings, Technical Specifications, and all other Contract Documents. The Contractor by the execution of the Contract shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing and the Local Public Agency will be justified in rejecting any claim based on facts regarding which he should have been on notice as a result thereof.

### 4. ALTERNATIVE BIDS

No alternative bids will be considered unless alternative bids are specifically requested by the technical specifications.

### 5. BIDS

a. All Bids must be submitted on forms supplied by the Local Public Agency and shall be subject to all requirements of the Contract Documents, including the Drawings, and these

INSTRUCTIONS TO BIDDERS. All Bids must be regular in every respect and no interlineations, excisions or special conditions shall be made or included in the Bid Form by the Bidder.

b. Bid Documents including the Bid, the Bid Guaranty, the Non-Collusion Affidavit and the Statement of Bidder's Qualifications (if requested) shall be enclosed in envelopes (outer and inner), both of which shall be sealed and clearly labeled with the words "Bid Documents", project number, name of Bidder, and date and time of bid opening in order to guard against premature opening of the Bid.

c. The Local Public Agency may consider as irregular any Bid on which there is an alteration of or departure from the Bid Form hereto attached and at its option may reject the same.

d. If the Contract is awarded, it will be awarded by the Local Public Agency to a responsible Bidder on the basis of the lowest Bid and the selected Alternative Bid items, if any. The Contract will require the completion of the work according to the Contract Documents.

e. Each Bidder shall include in his Bid the following information:

Principals

Names

Social Security Numbers

Home Addresses, including City, State & Zip Code

Firm

Name

Treasury Number

Address

City, State & Zip Code

6. BID GUARANTY

a. The Bid must be accompanied by a Bid guaranty which shall not be less than 5 percent (5%) of the amount of the Bid. At the option of the Bidder, the guaranty may be a certified check, bank draft, negotiable U.S. Government Bonds (at par value), or a bid bond in the form attached. The Bid bond shall be secured by a guaranty or a surety company listed in the latest issue of U.S. Treasury Circular 570. The amount of such Bid bond shall be within the maximum amount specified for such Company in said Circular 570. No Bid will be considered unless it is accompanied by the required guaranty. Certified check or bank draft must be made payable to the order of County of Tyler, Texas. Cash deposits will not be accepted. The Bid guaranty shall insure the execution of the Agreement and the furnishing of the surety bond or bonds by the successful Bidder, all as required by the Contract Documents.

b. Revised Bids submitted before the opening of Bids, whether forwarded by mail or telegram, if representing an increase in excess of two percent (2%) of the original Bid, must have the Bid guaranty adjusted accordingly; otherwise the Bid will not be considered.

c. Certified checks or bank drafts, or the amount thereof, Bid bonds, and negotiable U.S. Government bonds of unsuccessful Bidders will be returned as soon as practical after the opening of the Bids.

#### 7. COLLUSIVE AGREEMENTS

a. Each Bidder submitting a Bid to the Local Public Agency for any portion of the work contemplated by the documents on which bidding is based shall execute and attach thereto, an affidavit substantially in the form herein provided, to the effect that he has not entered into a collusive agreement with any other person, firm, or corporation in regard to any Bid submitted.

b. Before executing any subcontract the successful Bidder shall submit the name of any proposed subcontractor for prior approval and an affidavit substantially in the form provided in Section 103 hereof.

#### 8. STATEMENT OF BIDDER'S QUALIFICATIONS

Each Bidder shall upon request of the Local Public Agency submit on the form furnished for that purpose (a copy of which is included in the Contract Documents), a statement of the Bidder's qualifications, his experience record in constructing the type of improvements embraced in the contract, his organization and equipment available for the work contemplated, and, when specifically requested by the Local Public Agency, a detailed financial statement. The Local Public Agency shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform his obligations under the Contract and the Bidder shall furnish the Local Public Agency all such information and data for this purpose as it may request. The right is reserved to reject any Bid where an investigation of the available evidence or information does not satisfy the Local Public Agency that the Bidder is qualified to carry out properly the terms of the Contract.

#### 9. UNIT PRICES

The unit price for each of the several items in the proposal of each Bidder shall include its prorata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price Bid represents the total Bid. Any Bid not conforming to this requirement may be rejected as informal. The special attention of all Bidders is called to this provision, for should conditions make it necessary to revise the quantities, no limit

will be fixed for such increased or decreased quantities nor extra compensation allowed, provided the net monetary value of all such additive and subtractive changes in quantities of such items of work (i.e., difference in cost) shall not increase or decrease the original contract price by more than twenty-five percent (25%), except for work not covered in the Drawings and Technical Specifications as provided for in Section 109 hereof. If lump-sum Bids are deemed advisable due to local conditions, this section must be revised accordingly.

#### 10. CORRECTIONS

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

#### 11. TIME FOR RECEIVING BIDS

a. Bids received prior to the advertised hour of opening will be securely kept sealed. The officer whose duty it is to open them will decide when the specified time has arrived, and no Bid received thereafter will be considered; except that when a Bid arrives by mail after the time fixed for opening, but before the reading of all other Bids is completed, and it is shown to the satisfaction of the Local Public Agency that the nonarrival on time was due solely to delay in the mails for which the Bidder was not responsible, such Bid will be received and considered.

b. Bidders are cautioned that, while telegraphic modifications of Bids may be received as provided above, such modifications, if not explicit and if in any sense subject to misinterpretation, shall make the Bid so modified or amended, subject to rejection.

#### 12. OPENING OF BIDS

At the time and place fixed for the opening of Bids, the Local Public Agency will cause to be opened and publicly read aloud every Bid received within the time set for receiving Bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by representative.

#### 13. WITHDRAWAL OF BIDS

Bids may be withdrawn on written or telegraphic request dispatched by the Bidder in time for delivery in the normal course of business to the time fixed for opening; provided, that written confirmation of any telegraphic withdrawal over the signature of the Bidder is placed in the mail and post-marked prior to the time set for Bid opening. The Bid guaranty of any Bidder withdrawing his Bid in accordance with the foregoing conditions will be returned promptly.

14. AWARD OF CONTRACT: REJECTION OF BIDS

a. The Contract will be awarded to the responsible Bidder submitting the lowest bid complying with the conditions of the Invitation for Bids. The Bidder to whom the award is made will be notified at the earliest possible date. The Local Public Agency, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in its interest.

b. The Local Public Agency reserves the right to consider as unqualified to do the work of general construction any Bidder who does not habitually perform with his own forces the major portions of the work involved in construction of the Improvements embraced in this Contract.

15. EXECUTION OF AGREEMENT: PERFORMANCE AND PAYMENT BONDS

Performance Bonds: By State statute, local governments must require a performance bond from all contractors where such contracts involve construction, alteration, or repair of buildings or other public works projects in excess of \$25,000.00. Such bonds must be executed by a corporate surety authorized to do business in the State of Texas. Performance bonds are conditioned upon "the faithful performance of the work in accordance with the plans, specifications, and contract documents". These are in effect performance guarantees to assure completion of construction. These bonds must be in the full amount of the contract price. These bonds are solely for the protection of the Contractor locality and the State. Cities and counties do, however, have the option of providing that no money will be paid to the construction contractor until completion and acceptance of the work by the city or county in lieu of such performance bonds; but only if the contract is less than \$50,000.00.

Payment Bond: A payment bond is one executed in connection with a contract (construction, alteration, or repair) to assure payment as required by law to all persons supplying labor and materials in the execution of work provided for in the contract. These bonds are required solely for the protection of all such claimants. These, like performance bonds, must be issued by a State-approved corporate surety, and must also be for one hundred percent (100%) of the contract price. The \$25,000.00 State requirement (i.e., all contracts over that amount must require Contractor localities to have one hundred percent (100%) payment bonds) is also the same.

The failure of the successful Bidder to execute such an Agreement and to supply the required bonds within ten days after the prescribed forms are presented for signature, or within such extended period as the Local Public Agency may grant, based upon

reasons determined sufficient by the Local Public Agency, shall constitute a default, and the Local Public Agency may either award the Contract to the next lowest responsible Bidder or readvertise for Bids, and may charge against the Bidder the difference between the amount of the Bid and the amount for which a Contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the Bid Bond. If a more favorable Bid is received by readvertising the defaulting Bidder shall have no claim against the Local Public Agency for a refund.

16. WAGES AND SALARIES

a. Attention of Bidders is particularly called to the requirements concerning the payment of not less than the prevailing wage and salary rates specified in the Contract Documents and the conditions of employment with respect to certain categories and classifications of employees. See GENERAL CONDITIONS, PART II.

b. The rates of pay set forth under GENERAL CONDITIONS, PART II, are the minimums to be paid during the life of the Contract. It is therefore the responsibility of Bidders to inform themselves as to local labor conditions, such as the length of work day and work week, overtime compensation, health and welfare contributions, labor supply and prospective changes or adjustments of rates.

17. EQUAL EMPLOYMENT OPPORTUNITY

Attention of Bidders is particularly called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin. (See Section 134 hereof).

BID FOR UNIT PRICE CONTRACTS

Tyler County  
Place 100 Courthouse, Woodville, Texas

Date April 25, 1986

Project No. TDCA S705180

Proposal of \_\_\_\_\_ (hereinafter called Bidder)  
a corporation, organized and existing under the laws of the State of \_\_\_\_\_ /a partner-  
ship/an individual doing business as \_\_\_\_\_ (cross out non-applicable  
references).

To the County of Tyler, Texas

\_\_\_\_\_ (hereinafter called Owner).

Gentlemen:

The Bidder, in compliance with you invitation for bids for the construction of a  
Paving and Drainage Improvements on Old Doucette Road (Contract No. 2)

having examined the plans and specifications with related documents and the site of the  
proposed work, and being familiar with all of the conditions surrounding the construction  
of the project including the availability of materials and labor, hereby proposes to furnish  
all labor, materials, and supplies, and to construct the project in accordance with the  
contract documents, within the time set forth therein, and at the prices stated below.  
These prices are to cover all expenses incurred in performing the work required under the  
contract documents, of which this proposal is a part.

Bidder 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 Ninety (90) consecutive calendar days thereafter as stipulated in the specifi-  
cations. Bidder further agrees to pay as liquidated damages, the sum of \$ 300.00  
for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

Bidder acknowledges receipt of the following addenda:

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

Bidder agrees to perform all the Paving and Drainage work described in the specifications and shown on the plans, for the following unit prices:

Item No.	Est. Qty.	Description	Unit Price (each)	Total Price
1		See Bid Summary	Dollars & Cents (\$ _____ )	Dollars & Cents (\$ _____ )
2		See Bid Summary	Dollars & Cents (\$ _____ )	Dollars & Cents (\$ _____ )
3		See Bid Summary	Dollars & Cents (\$ _____ )	Dollars & Cents (\$ _____ )
TOTAL OF BID			\$ _____	

(Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

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

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required under the GENERAL CONDITIONS. The bid security attached in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_ ) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully submitted,

By \_\_\_\_\_

(SEAL - If bid is by a corporation)

Title \_\_\_\_\_

Address \_\_\_\_\_



SECTION 00315

BID SUMMARY

PROJECT: County of Tyler, Texas  
Paving & Drainage Contract No. 2  
TDCA Project No. S705180

- I. BASE BID: TOTAL AMOUNT OF BASE BID (PAVING AND DRAINAGE) IN WORDS \_\_\_\_\_  
\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)
- II. ALTERNATIVE BID - PART A (LIMESTONE BASE): TOTAL AMOUNT OF ALTERNATIVE BID - PART A IN WORDS \_\_\_\_\_  
\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)
- III. ALTERNATIVE BID - PART B (SANDSTONE BASE W/3% LIME): TOTAL AMOUNT OF ALTERNATIVE BID - PART C IN WORDS \_\_\_\_\_  
\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)
- IV. ALTERNATIVE BID - PART C (CORRUGATED METAL CULVERTS):  
TOTAL AMOUNT OF ALTERNATIVE BID - PART C IN WORDS \_\_\_\_\_  
\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)
- V. ALTERNATIVE BID - PART D (16' WIDE PAVEMENT): TOTAL AMOUNT OF ALTERNATIVE BID - PART D IN WORDS \_\_\_\_\_  
\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

BIDDER: \_\_\_\_\_ SIGNED: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ BY: \_\_\_\_\_  
\_\_\_\_\_ TITLE: \_\_\_\_\_  
\_\_\_\_\_ TELEPHONE: \_\_\_\_\_

WITNESS

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

**SECTION 00320  
 TYLER COUNTY, TEXAS  
 BID SCHEDULE: BASE BID - STREET  
 PAVING AND DRAINAGE**

ITEM NUMBER AND DESCRIPTION	UNIT	UNIT PRICE	AMOUNT BID
1. RESHAPE, SCARIFY, AND RE-COMPACT ROADWAY FOR 18-FOOT WIDE PAVEMENT (ROADWAY SECTION "A")	122.50 STA.	_____ DOLLARS (\$ _____)	\$ _____
2. *6-INCH (IN-PLACE MEASURE) IRON ORE BASE	24,500 S.Y.	_____ DOLLARS (\$ _____)	\$ _____
3. *MC-30 ASPHALT PRIME COAT (0.3 GAL. PER S.Y.)	24,500 S.Y.	_____ DOLLARS (\$ _____)	\$ _____
4. ASPHALT (AC-5 OR EA-CRS-2)- FIRST COURSE SURFACE TREATMENT (0.3 GAL. PER S.Y.)	24,500 S.Y.	_____ DOLLARS (\$ _____)	\$ _____
5. AGGREGATE (TYPE D GRADE 3) FIRST COURSE SURFACE TREATMENT (1 C.Y. PER 100 S.Y.)	24,500 S.Y.	_____ DOLLARS (\$ _____)	\$ _____
6. ASPHALT (AC-5, OR EA-CRS-2) FINAL COURSE SURFACE TREATMENT (0.35 GAL. PER S.Y.)	24,500 S.Y.	_____ DOLLARS (\$ _____)	\$ _____
7. AGGREGATE (TYPE D, GRADE 4) FINAL COURSE SURFACE TREATMENT (1 C.Y. PER 100 S.Y.)	24,500 S.Y.	_____ DOLLARS (\$ _____)	\$ _____
8. 30-INCH DIA. REINFORCED CONCRETE PIPE (RCP) CULVERT ASTM C76, CLASS III IN PLACE	36 L.F.	_____ DOLLARS (\$ _____)	\$ _____

\*FLEXIBLE BASE AND PRIME COAT ARE MEASURED IN SQUARE YARDS (S.Y.) OF FINISHED ROADWAY SURFACE EXCLUDING UNPAVED SHOULDER. (SEE DETAIL SHEET).

TYLER COUNTY, TEXAS  
 BID SCHEDULE: BASE BID - STREET PAVING AND DRAINAGE

ITEM NUMBER AND DESCRIPTION	UNIT	UNIT PRICE	AMOUNT BID
9. 24-INCH DIA. REINFORCED CONCRETE PIPE (RCP) CULVERT ASTM C76, CLASS III IN PLACE	98 L.F.	_____ DOLLARS (\$ _____)	\$ _____
10. 18-INCH DIA. REINFORCED CONCRETE PIPE (RCP) CULVERT ASTM C76, CLASS III IN PLACE	456 L.F.	_____ DOLLARS (\$ _____)	\$ _____
11. 15-INCH DIA. REINFORCED CONCRETE PIPE (RCP) CULVERT ASTM C76, CLASS III IN PLACE	240 L.F.	_____ DOLLARS (\$ _____)	\$ _____
12. STANDARD DRIVEWAYS COMPLETE WITH 6-INCH FLEXIBLE BASE AS DETAILED	25 EA.	_____ DOLLARS (\$ _____)	\$ _____
13. ROADWAY TURNOUTS COMPLETE WITH 6-INCH FLEXIBLE BASE AS DETAILED.	12 EA.	_____ DOLLARS (\$ _____)	\$ _____
14. TWO - 20'x 50'x 4" REINFORCED CONCRETE RIP-RAP SLOPE PAVING (COMPLETE)	LUMP SUM	_____ DOLLARS (\$ _____)	\$ _____
15. TWO - 15'x 20'x 4" REINFORCED CONCRETE RIP-RAP SLOPE PAVING (COMPLETE)	LUMP SUM	_____ DOLLARS (\$ _____)	\$ _____

TOTAL AMOUNT OF BASE BID (SUM OF ITEMS 1 THROUGH 15) IN WORDS \_\_\_\_\_  
 \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

TYLER COUNTY, TEXAS

BID SCHEDULE: ALTERNATIVE BID - PART A - STREET PAVING AND DRAINAGE

Note: These alternative bid items may be used in place of the correspondingly numbered bid items of the BID SCHEDULE: BASE BID

ITEM NUMBER AND DESCRIPTION	UNIT	UNIT PRICE	AMOUNT BID
2. *6-INCH (IN PLACE MEASURE) CRUSHED LIMESTONE BASE	24,500 S.Y.	_____ DOLLARS (\$ _____)	\$ _____

TOTAL AMOUNT OF ALTERNATIVE BID - PART A - IN WORDS \_\_\_\_\_

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

\*FLEXIBLE BASE IS MEASURED IN SQUARE YARDS (S.Y.) OF FINISHED ROADWAY SURFACE EXCLUDING UNPAVED SHOULDER. (SEE DETAILS SHEET).

TYLER COUNTY, TEXAS

BID SCHEDULE: ALTERNATIVE BID - PART B - STREET PAVING AND DRAINAGE

Note: These alternative bid items may be used in place of the correspondingly numbered bid items of the BID SCHEDULE: BASE BID

ITEM NUMBER AND DESCRIPTION	UNIT	UNIT PRICE	AMOUNT BID
2. *6-INCH (IN PLACE MEASURE) CRUSHED SANDSTONE BASE W/3% LIME	24,500 S.Y.	_____ DOLLARS (\$ _____)	\$ _____

TOTAL AMOUNT OF ALTERNATIVE BID - PART B - IN WORDS \_\_\_\_\_  
DOLLARS (\$ \_\_\_\_\_)

\*FLEXIBLE BASE IS MEASURED IN SQUARE YARDS (S.Y.) OF FINISHED ROADWAY SURFACE EXCLUDING UNPAVED SHOULDER.

**SUMMARY OF PROPOSALS RECEIVED**  
**TYLER COUNTY, TEXAS**  
**TURKEY CREEK CULVERT**  
**CONTRACT NO. 1**

ENGINEER: GOODWIN-LASITER, INC.  
 G-L JOB NO.: 203001  
 BID OPENING: 10:00 a.m., April 25, 1986

BIDDER	BASE BID	ALT. BID	BOND
P.B. Seale, Inc. Jasper, Texas	43,412.00	No Bid	Yes
Mason Construction, Inc. Beaumont, Texas	73,500.00	No Bid	Yes
Craig, Sheffield & Austin, Inc. Houston, Texas	74,300.00	(#112,300) Add \$38,000	Yes
A.C. Brook Construction Co., Inc. Nacogdoches, Texas	73,500.00	No Bid	Yes
Davis & Brown Construction, Inc. Livingston, Texas	67,950.00	No Bid	Yes





**GOODWIN-LABITER**  
ENGINEERS • PLANNERS  
SURVEYORS

1608 S. CHESTNUT  
P.O. BOX 451

LURKIN, TEXAS 75801  
(409) 837-8338

**BID  
OPENING**

Date April 25, 1986
Time 10:00 a.m. (CST)
Place Tyler County Courthouse

**SUMMARY OF PROPOSALS RECEIVED**

for:

SHEET 2 OF 2

Computed by Philip W. Goodwin

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	ENGINEER'S ESTIMATE		MATHEWS CONSTRUCTION JASPER, TEXAS		MASON CONSTRUCTION BEAUMONT, TEXAS		THOMAS C. FORTENBERRY WOODVILLE, TEXAS		F.R. LEWIS CONSTRUCTION NACOGDOCHES, TEXAS	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
ALTERNATIVE BID 'A' - LIMESTONE BASE													
A2	6-inch limestone base	24,500	s.y.	\$ 5.25	\$128,625	\$ 5.75	\$140,875	\$ 7.50	\$183,750.00	\$ 3.65	\$ 89,425.00	No Bid	No Bid
ALTERNATIVE BID 'B' - SANDSTONE BASE													
B2	6-inch sandstone base w/3% lime	24,500	s.y.	\$ 5.00	\$122,500	\$ 4.56	\$111,720	\$ 6.35	\$155,575.00	\$ 4.75	\$116,375.00	No Bid	No Bid
ALTERNATIVE BID 'C' - CORR METAL PIPE													
C11	15" CMP driveway culverts	250	l.f.	\$10.00	2,500	\$14.00	3,500	\$ 13.00	\$ 3,250.00	\$ 18.75	\$ 4,687.50	\$ 15.00	\$ 3,750.00
ALTERNATIVE BID 'D' - 16 FOOT PAVEMENT													
D1	16 ft. roadway preparation	122.50	sta.	\$380.00	\$46,550	\$375.00	\$45,937.50	\$190.00	\$ 23,275.00	\$383.67	\$ 47,000.00	\$125.00	\$ 15,312.50
D2	6-inch iron ore base	21,778	s.y.	4.00	87,112	4.10	89,289.80	5.20	113,245.60	3.00	65,334.00	3.75	81,667.50
D3	MC 30 prime coat	21,778	s.y.	0.50	10,889	0.45	9,800.00	0.35	7,622.30	0.79	17,204.62	0.35	7,622.30
D4	Asphalt - first course	21,778	s.y.	0.50	10,889	0.45	9,800.00	0.35	7,622.30	0.79	17,204.62	0.45	9,800.10
D5	Aggregate - first course	21,778	s.y.	0.50	10,889	0.48	10,453.44	1.18	25,698.04	0.95	20,689.10	0.55	11,977.90
D6	Asphalt - second course	21,778	s.y.	0.50	10,889	0.45	9,800.00	0.35	7,622.30	0.95	20,689.10	0.45	9,800.10
D7	Aggregate - second course	21,778	s.y.	0.50	10,889	0.48	10,453.44	1.18	25,698.04	1.15	25,044.70	0.55	11,977.90
ALTERNATIVE BID 'E' - HOT MIX PAVEMENT													
E4	2-inch HMAc Pavement	24,500	s.y.	4.50	110,250	4.20	102,900.00	\$ 5.70	\$139,650.00	\$ 5.96	\$146,020.00	\$ 5.25	\$128,625.00
E5	Lime (22 lbs./SY)	270	tons	100.00	27,000	80.00	21,600.00	85.00	22,950.00	110.00	29,700.00	125.00	33,750.00
E6	Lime Stabilization (6-inch Deep)	24,500	s.y.	1.00	24,500	1.25	30,625.00	0.90	22,050.00	1.85	45,325.00	2.50	61,250.00
TOTALS													
AMOUNT OF PROPOSAL GUARANTEE													
SURETY													
I hereby certify that the above is a true and correct summary of proposals received													
Project Manager _____ COMMENTS _____													



TYLER COUNTY, TEXAS

BID SCHEDULE: ALTERNATIVE BID - PART C - STREET PAVING AND DRAINAGE

Note: These alternative bid items may be used in place of the correspondingly numbered bid items of the BID SCHEDULE: BASE BID

ITEM NUMBER AND DESCRIPTION	UNIT	UNIT PRICE	AMOUNT BID
11. 15-INCH CORRUGATED METAL PIPE (CMP) CULVERT AASHTO M36 IN PLACE (DRIVEWAY CULVERT)	250 L.F.	<u>                    </u> DOLLARS (\$ <u>                    </u> )	\$ <u>                    </u>

TOTAL AMOUNT OF ALTERNATIVE BID - PART C - IN WORDS \_\_\_\_\_

DOLLARS (\$                      )

TYLER COUNTY, TEXAS

BID SCHEDULE: ALTERNATIVE BID - PART D - STREET PAVING AND DRAINAGE

Note: These alternative bid items may be used in place of the correspondingly numbered bid items of the BID SCHEDULE: BASE BID

ITEM NUMBER AND DESCRIPTION	UNIT	UNIT PRICE	AMOUNT BID
1. RESHAPE, SCARIFY, AND RE-COMPACT ROADWAY FOR 16-FOOT WIDE PAVEMENT (ROADWAY SECTION "B")	122.50 STA.	_____ DOLLARS (\$ _____)	\$ _____
2. *6-INCH (IN-PLACE MEASURE) IRON ORE BASE	21,778 S.Y.	_____ DOLLARS (\$ _____)	\$ _____
3. *MC-30 ASPHALT PRIME COAT (0.3 GAL. PER S.Y.)	21,778 S.Y.	_____ DOLLARS (\$ _____)	\$ _____
4. ASPHALT (AC-5 OR EA-CRS-2)- FIRST COURSE SURFACE TREATMENT (0.3 GAL. PER S.Y.)	21,778 S.Y.	_____ DOLLARS (\$ _____)	\$ _____
5. AGGREGATE (TYPE D GRADE 3) FIRST COURSE SURFACE TREATMENT (1 C.Y. PER 100 S.Y.)	21,778 S.Y.	_____ DOLLARS (\$ _____)	\$ _____
6. ASPHALT (AC-5, OR EA-CRS-2) FINAL COURSE SURFACE TREATMENT (0.35 GAL. PER S.Y.)	21,778 S.Y.	_____ DOLLARS (\$ _____)	\$ _____
7. AGGREGATE (TYPE D, GRADE 4) FINAL COURSE SURFACE TREATMENT (1 C.Y. PER 100 S.Y.)	21,778 S.Y.	_____ DOLLARS (\$ _____)	\$ _____

\*FLEXIBLE BASE AND PRIME COAT ARE MEASURED IN SQUARE YARDS (S.Y.) OF FINISHED ROADWAY SURFACE EXCLUDING UNPAVED SHOULDER. (SEE DETAIL SHEET).

TOTAL AMOUNT OF ALTERNATIVE BID - PART D - IN WORDS \_\_\_\_\_  
DOLLARS (\$ \_\_\_\_\_)

BID BOND

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

\_\_\_\_\_ as PRINCIPAL, AND \_\_\_\_\_

\_\_\_\_\_, as SURETY are held and firmly bound unto

\_\_\_\_\_ hereinafter called the "Local

Public Agency", in the penal sum of \_\_\_\_\_

\_\_\_\_\_ Dollars, (\$ \_\_\_\_\_), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that Whereas the Principal has submitted the Accompanying Bid,

dated \_\_\_\_\_, 19\_\_\_\_, for \_\_\_\_\_

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

IN WITNESS THEREOF, the above-bounded parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these present signed by its undersigned representative, pursuant to authority of its governing body.

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

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

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

\_\_\_\_\_

By: \_\_\_\_\_ Affix  
Corporate  
Seal

Attest: \_\_\_\_\_

\_\_\_\_\_ By: \_\_\_\_\_ Affix  
Corporate  
Seal

Countersigned

by \_\_\_\_\_

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

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_,

\_\_\_\_\_, Secretary of the Corporation named as

Principal in the within bond; that \_\_\_\_\_,

who signed the said bond on behalf of the Principal was then

\_\_\_\_\_ of said corporation; that I know  
his signature, and his signature thereto is genuine; and that  
said bond was duly signed, sealed, and attested to for and in  
behalf of said corporation by authority of this governing body.

(Corporate  
Seal)

Title \_\_\_\_\_

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

SAMPLE CONTRACT\*

THIS AGREEMENT MADE THIS \_\_\_\_ day of \_\_\_\_\_, 19\_\_, by and between \_\_\_\_\_ (a corporation organized and existing under the laws of the State of Texas)(a partnership consisting of \_\_\_\_\_) an individual trading as \_\_\_\_\_ (1) hereinafter called the "Contractor", and \_\_\_\_\_, hereinafter called the "Local Public Agency".

WITNESSETH, that the Contractor and the Local Public Agency for the considerations stated herein mutually agree as follows:

ARTICLE 1. STATEMENT OF WORK.

The Contractor shall furnish all supervision, technical personnel, labor materials, machinery, tools, equipment and services, including utility and transportation services, and perform and complete all work required for the construction of the Improvements embraced in the Project; namely, \_\_\_\_\_ (Principal Items of Contract (2) \_\_\_\_\_, and required supplemental work for the \_\_\_\_\_ Project, all in strict accordance with the Contract Documents including all addenda thereto, numbered \_\_\_\_\_, dated \_\_\_\_\_ and dated \_\_\_\_\_, all as prepared by \_\_\_\_\_ acting and in these Contract documents Preparation, referred to as the "Engineer".

ARTICLE 2. THE CONTRACT PRICE

The Local Public Agency will pay the Contractor for the performance of the Contract in current funds, for the total quantities of work performed at the unit prices stipulated in the Bid for the several respective items of work completed subject to additions and deductions as approved by the TDCA (Grantor Agency) and the local public agency, and as provided in Section 109 hereof.

(In the event the statutory provisions require the Contract Price to be a fixed sum, in the absence of a Local Approved form, the following text should be substituted for Article 2:)

\*ARTICLE 2. THE CONTRACT PRICE

The Local Public Agency shall pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in Section 109 hereof, the sum of \_\_\_\_\_ (3) Dollars (\$\_\_\_\_\_):"

- 
- \* 1. Strike out the two terms not applicable.  
2. Supply principal items of Contract such as Grading, Paving, Water Mains, Sewers, etc.  
3. Dollar amount of Base Bid and all approved additive/deductible alternates.

**ARTICLE 3. CONTRACT**

The executed Contract documents shall consist of the following:

- a) This Agreement
- b) Addenda
- c) Invitation for Bids
- d) Instructions to Bidders
- e) Signed copy of Bid
- f) General Conditions, Parts I and II
- g) Special Conditions
- h) Technical Specifications
- i) Drawings (as listed in the Schedule of Drawings)

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in (4) \* original copies on the day and year first above written.

By \_\_\_\_\_ (5) \*\*  
Title \_\_\_\_\_

By \_\_\_\_\_  
Title \_\_\_\_\_

\* 4. The number of copies to be executed by the parties must be stated in the Agreement in the space provided. Such additional signed copies shall be prepared as may be required by the surety companies and others. All copies, including conformed copies, shall be compared and checked before distribution.

\*\* 5. Supply description of Contractor: Owner, Partnership or Corporation.

**CERTIFICATIONS**

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

\_\_\_\_\_  
Corporate Seal

## PERFORMANCE AND PAYMENT BONDING REQUIREMENTS

Pursuant to the Texas Uniform Grant and Contract Management Act of 1981, the following minimum requirements apply to all TCDP contracts exceeding \$25,000 in total value:

- (a) 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 the contract. For contracts under \$50,000, localities have the option of withholding payment to construction contractors until completion of construction and acceptance of work by the city or county in lieu of such performance bonds.
  
- (b) 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.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

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

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

a \_\_\_\_\_ hereinafter called Principal, and  
(Corporation/Partnership)

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

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

hereinafter called Surety, are held and firmly bound unto

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

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

hereinafter called OWNER, in the penal sum of \$ \_\_\_\_\_

\_\_\_\_\_ Dollars \$ \_\_\_\_\_

\_\_\_\_\_ Dollars

in lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, successors, and assigns, jointly and severally, firmly in these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER dated the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

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

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



PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

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

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counter-  
parts, each one of which shall be deemed an original, this the \_\_\_\_\_  
day of \_\_\_\_\_, 19\_\_.

ATTEST:

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

(SEAL)

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

ATTEST:

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

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

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

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

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

a \_\_\_\_\_, hereinafter called Principal,  
(Corporation/Partnership)

and \_\_\_\_\_  
(Name or Surety Company)

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

hereinafter called Surety, are held and firmly bound unto

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

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

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal  
entered into a certain contract with the OWNER, dated the \_\_\_\_\_  
day of \_\_\_\_\_, 19\_\_\_\_, a copy of which is hereto attached and made  
a part hereof for the construction of:

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

NOW, THEREFORE, if the Principal shall promptly make payment to all persons,  
firms, SUB-CONTRACTORS, and corporations furnishing materials for or per-  
forming labor in the prosecution of the WORK provided for in such contract,  
and any authorized extension or modification thereof, including all amounts  
due for materials, lubricants, oil, gasoline, coal and coke, repairs on  
machinery, equipment and tools, consumed or used in connection with the  
construction of such WORK, and all insurance premiums on said WORK, and  
for all labor, performed in such WORK whether by SUB-CONTRACTOR or  
otherwise, then this obligation shall be void; otherwise to remain in full  
force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

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

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counter-  
(Number)  
parts, each one of which shall be deemed an original, this the \_\_\_\_\_  
day of \_\_\_\_\_, 19\_\_.

ATTEST:

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

(SEAL)

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

ATTEST:

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

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

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

## GENERAL CONTRACT CONDITIONS

### Contract and Contract Documents

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

The Plans, Specifications and Addenda, hereinafter enumerated in Paragraph 1 of the Supplemental General Conditions shall form part of this contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth.

### GENERAL CONDITIONS, PART I

101. Definitions.....
102. Superintendence.....
103. Subcontracts.....
104. Other Contracts.....
105. Fitting and Coordination of the Work.....
106. Mutual Responsibility of Contractors.....
107. Progress Schedule.....
108. Payments to Contractor.....
109. Changes in the Work.....
110. Claims for Extra Cost.....
111. Termination - Delays - and, Liquidated Damages.....
112. Assignment or Novation.....
113. Disputes.....
114. Technical Specifications and Drawings.....
115. Shop Drawings.....
116. Request for Supplementary Information.....
117. Materials and Workmanship.....
118. Samples, Certificates, and Tests.....
119. Permits and Codes.....
120. Care of Work.....
121. Accident Prevention.....
122. Sanitary Facilities.....
123. Use of Premises.....
124. Removal of Debris, Cleaning, Etc.....
125. Inspection.....
126. Review by Local Public Agency.....
127. Final Inspection.....
128. Deduction for Uncorrected Work.....
129. Insurance.....
130. Patents.....
131. Warranty.....
132. General Guaranty.....
133. Compliance with air and Water Acts.....

134.	Equal Employment Opportunity.....
135.	Section 503 Handicapped.....
136.	Section 402 Vietnam Veterans.....
137.	Section 109 of Housing and Community Development Act.....
138.	Section 3 Clause.....
139.	Nonsegregated Facilities.....
140.	Interest of Certain Federal and Other Officials.....

GENERAL CONDITIONS, PART II (FEDERAL LABOR STANDARDS PROVISIONS)

201.	Applicability.....
202.	Minimum Wage Rates for Laborers and Mechanics.....
203.	Withholding.....
204.	Payrolls and Basic Records.....
205.	Apprentices and Trainees.....
206.	Equal Employment Opportunity.....
207-5	Compliance with Copeland "Anti-Kickback Act" Requirement.....
208-6	Subcontracts.....
209-7	Contract Termination; debarment.....
210-8	Compliance with Davis-Bacon and Related Act Requirements.....
210-9	Disputes Concerning Labor Standards.....
211-10	Certification of Eligibility.....
212.	Complaints, Proceedings, or Testimony by Employees.....
213.	Contract Work Hours and Safety Standards Act.....
214.	Health and Safety.....

GENERAL SPECIFICATIONS -- SPECIAL CONDITIONS

301.	Project Site.....
302.	Time for Completion.....
303.	Liquidated Damages.....
304.	Special Hazards.....
305.	Contractor's and Subcontractor's Public Liability, Vehicle Liability, and Property Damage Insurance.....
306.	Builder's Risk Insurance.....
307.	Responsibilities of Contractor.....
308.	Communications.....
309.	Job Offices.....
310.	Partial Use of Site Improvements.....
311.	Work by Others.....
312.	Contract Documents and Drawings.....

SCHEDULE OF DRAWINGS.....

TECHNICAL SPECIFICATIONS.....

## GENERAL SPECIFICATIONS

### GENERAL CONDITIONS

#### PART I

#### 101. DEFINITIONS

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

a. The term "Contract" means the Contract executed by the Local Public Agency and the Contractor, of which these GENERAL CONDITIONS, PARTS I AND II form a part.

b. The term "Local Public Agency" means the County of Tyler, Texas which is authorized to undertake this Contract.

c. The term "Contractor" means the person, firm or corporation entering into the Contract with the Local Public Agency to construct and install the Improvements embraced in this Contract.

d. The term "Project Area" means the area within which are the specified Contract limits of the Improvements contemplated to be constructed in whole or in part under this contract.

e. The term "Engineer" means Goodwin-Lasiter, Inc. Philip W. Goodwin, P.E. Engineer in charge, serving the Local Public Agency with architectural or engineering services, his successor, or any other person or persons, employed by said Local Agency for the purpose of directing or having in charge the work embraced in this Contract, the said Engineer acting directly or having in charge the work embraced in this Contract, the said Engineer having general charge of the work or through any assistant having immediate charge of a portion thereof limited by the particular duties intrusted to him.

f. The term "Local Government" means the City (town, borough, or political subdivision) of Tyler County, Texas, within which the Project Area is situated.

g. The term "Contract Documents" means and shall include the following: Executed Contract, Addenda (if any), Invitation for Bids, Instructions to Bidders, Signed Copy of Bid, General Conditions, Parts I and II, Special Conditions, Technical Specifications, and Drawings (as listed in the Schedule of Drawings.)

h. The term "Drawings" means the drawings listed in the Schedule of Drawings.

i. The term "Technical Specifications" means that part of the Contract Documents which describes, outlines and stipulates: the quality of the materials to be furnished; the quality of workmanship required; and the methods to be used in carrying out the construction work to be performed under this Contract.

j. The term "Addendum" or "Addenda" means any changes, revisions or clarifications of the Contract Documents which have been duly issued by the Local Public Agency to prospective Bidders prior to the time of receiving Bids.

k. The term "Secretary" means the Secretary of Housing and Urban Development, or other person who may be at the time acting in the capacity or authorized to perform the functions of such secretary, or the authorized representative thereof.

#### 102. SUPERINTENDENCE BY CONTRACTOR

a. Except where the Contractor is an individual and gives his personal superintendence to the work, the Contractor shall provide a competent superintendent, satisfactory to the Local Public Agency and the Engineer, on the work at all times during working hours with full authority to act for him. The Contractor shall also provide an adequate staff for the proper coordination and expediting of his work.

b. The Contractor shall lay out his own work and he shall be responsible for all work executed by him under the Contract. He shall verify all figures and elevations before proceeding with the work and will be held responsible for any error resulting from his failure to do so.

#### 103. SUBCONTRACTS

a. The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until he has submitted a non-collusion affidavit from the subcontractor in substantially the form shown below and has received written approval of such subcontractor from the Local Public Agency.

#### NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

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

(1) He is \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_ hereinafter referred to as the "Subcontractor";

(2) He is fully informed respecting the preparation and contents of the subcontractor's Proposal submitted by the subcontractor to \_\_\_\_\_, the Contractor for certain work in connection with the \_\_\_\_\_ Contract pertaining to the Project in \_\_\_\_\_ (City or County and State);

(3) Such subcontractor's Proposal is genuine and is not a collusive or sham proposal;

(4) Neither the subcontractor 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 any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract or to refrain from submitting a Proposal in connection with such Contract, or has in any manner, with any other Bidder, firm or person to fix the price or prices in said subcontractor's Proposal, or to secure through 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 subcontractor's Proposal 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 before me

this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

\_\_\_\_\_  
Title

My commission expires \_\_\_\_\_, 19\_\_.



b. No proposed subcontractor shall be disapproved by the Local Public Agency except for cause.

c. The Contractor shall be as fully responsible to the Local Public Agency 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 provision to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the Contract.

e. Nothing contained in the Contract shall create any contractual relation between any subcontractor and the Local Public Agency.

#### 104. OTHER CONTRACTS

The Local Public Agency may award, or may have awarded other contracts for additional work, and the Contractor shall cooperate fully with such other Contractors, by scheduling his own work with that to be performed under other Contracts as may be directed by the Local Public Agency. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor as scheduled.

#### 105. FITTING AND COORDINATION OF WORK

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors, or materialmen engaged upon this Contract. He shall be prepared to guarantee to each of his subcontractors the locations and measurements which they may require for the fitting of their work to all surrounding work.

#### 106. MUTUAL RESPONSIBILITY OF CONTRACTORS

If, through acts or neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer loss or damage on the work the Contractor shall settle with such other Contractor or subcontractor by agreement or arbitration, if such other Contractor or subcontractor will so settle. If such other Contractor or subcontractor shall assert any claim against the Local Public Agency on account of any damage alleged to have been so sustained, the Local Public Agency will notify this Contractor, who shall defend at his own expense any

suit based upon such claim, and, if any judgment or claims against the Local Public Agency shall be allowed, the Contractor shall pay or satisfy such judgment or claim and pay all costs and expenses in connection therewith.

#### 107. PROGRESS SCHEDULE

a. The Contractor shall submit for approval immediately after execution of the Agreement, a carefully prepared Progress Schedule, showing the proposed dates of starting and completing each of the various sections of the work, the anticipated monthly payments to become due the Contractor, and the accumulated percent of progress each month.

b. If a lump sum Contract Price is deemed advisable, the following paragraph should be added here:

COST BREAKDOWN - The Contractor shall submit to the Local Public Agency a breakdown of his estimated cost of all Site Preparation work, so arranged and itemized as to meet the approval of the Local Public Agency. This breakdown shall be submitted promptly after execution of the agreement and before any payment is made to the Contractor for the work performed under the Contract. After approval by the Local Public Agency the unit prices established in the breakdown shall be used in estimating the amount of partial payments to be made to the Contractor.

#### 108. PAYMENTS TO CONTRACTOR

##### 1. Partial Payments

a. The Contractor shall prepare his requisition for partial payment as of the last day of the month and submit it, with the required number of copies, to the Engineer for his approval. The amount of the payment due the Contractor shall be determined by adding to the total value of work completed to date, the value of materials properly stored on the site and deducting (1) ten percent (10%) of the total amount, to be retained until final payment and (2) the amount of all previous payments. The total value of work completed to date shall be based on the estimated quantities of work completed and on the unit prices contained in the agreement. The value of materials properly stored on the site shall be based upon the estimated quantities of such materials and the invoice prices. Copies of all invoices shall be available for inspection of the Engineer. The contractor is hereby informed that the payment process is expected to take 45 to 55 days.

b. Monthly or partial payments made by the Local Public Agency to the Contractor are moneys advanced for the purpose of assisting the Contractor to expedite the work of construction. The Contractor shall be responsible for the care and protection of all materials and work upon which payments have been made until final acceptance of such work and materials by the Local Public Agency. Such payments shall not constitute a waiver of the right of the Local Public Agency to require the fulfillment

of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the Local Public Agency in all details.

c. If a lump sum contract price is deemed advisable revise:

(1) The third sentence in paragraph (a.) under "Partial Payments" to read as follows:

The total value of work completed to date shall be based upon the estimated quantities of work completed to date on each item and the unit prices established in the COST BREAKDOWN and adjusted in accordance with the value of work completed to date on approved change orders.

## 2. Final Payment

a. After final inspection and acceptance by the Local Public Agency of all work under the Contract, the Contractor shall prepare his requisition for final payment which shall be based upon the carefully measured or computed quantity of each item of work at the applicable unit prices stipulated in the Agreement. The total amount of the final payment due the Contractor under this contract shall be the amount computed as described above less all previous payments. Final payment to the Contractor shall be made subject to his furnishing the Local Public Agency with a release in satisfactory form of all claims against the Local Public Agency arising under and by virtue of his contract, other than such claims, if any, as may be specifically excepted by the Contractor from the operation of the release as provided under Section 113 hereof.

b. If a lump sum Contract Price is deemed advisable, the following paragraph should be added here:

The amount of the final payment due the contractor shall be the lump sum shown in the Agreement or this sum as adjusted by approved change orders.

c. The Local Public Agency, before paying the final estimate, may require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project) and services to the Contractor, if the Local Public Agency deems the same necessary in order to protect its interest. The Local Public Agency, however, may if it deems such action advisable make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments so made shall in no way impair the obligations of any surety or sureties furnished under this Contract.

d. Withholding of any amount due the Local Public Agency under Section 403, entitled "Liquidated Damages," under SPECIAL CONDITIONS, shall be deducted from the final payment due the contractor.

3. Withholding Payments

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

4. Payments subject to Submission of Certificates

Each payment to the Contractor by the Local Public Agency shall be made subject to submission by the Contractor of all written certifications required of him and his subcontractors by Section 204 hereof.

109. CHANGES IN THE WORK

a. The Local Public Agency may make changes in the scope of the work required to be performed by the Contractor under the Contract or making the Contract, and without relieving or releasing the Contractor from any of his obligations under the Contract or any guarantee given by him pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise. Additionally, all such change orders must be approved by the Texas Department of Community Affairs prior to execution of same.

b. Except for the purpose of affording protection against any emergency endangering health, life, limb or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the Improvements or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the Local Public Agency authorizing the Contractor to proceed with the change, after CPA has TDCA approval to do same. No claim for an adjustment of the Contract Price will be valid unless so ordered.

c. If applicable unit prices are contained in the Agreement (established as a result of either a unit price bid or a Supplemental Schedule of Unit Prices) the Local Public Agency may order the Contractor to proceed with desired unit prices specified in the Contract; provided, concerning cities, that in case of a unit price contract the net value of all changes does not increase or decrease the original total amount shown in the Agreement by more than twenty-five percent (25%) in accordance with the Section entitled Unit Prices, under INSTRUCTION TO BIDDERS. Provided, concerning counties, an increase of (25%) and a decrease of (18%).

d. If applicable unit prices are not contained in the Agreement or if the total net change increases or decreases the total Contract Price more than twenty-five percent (25%), the Local Public Agency shall, before ordering the Contractor to proceed with desired changes, request an itemized proposal from him covering the work involved in the change after which the procedure shall be as follows: (In the case of counties a 18% decrease)

(1) If the proposal is acceptable the Local Public Agency will prepare the change order in accordance therewith for acceptance by the Contractor and

(2) If the proposal is not acceptable and prompt agreement between the two parties cannot be reached, the Local Public Agency may order the Contractor to proceed with the work on a cost-plus-limited basis. A cost-plus-limited basis is defined as the net cost of the Contractor's labor, materials, and insurance plus fifteen percent (15%) of said net cost to cover overhead and profit, the total cost not to exceed a specified limit.

e. Each change order shall include in its final form:

- (1) A detailed description of the change in the work.
- (2) The Contractor's proposal (if any) or a confirmed copy thereof.
- (3) A definite statement as to the resulting change in the contract price and/or time.
- (4) The statement that all work involved in the change shall be performed in accordance with contract requirements except as modified by the change order.
- (5) The TDCA change order form must be used and the change order approved by TDCA.

f. The procedures as outlined in this section for a unit price contract also apply in the case of a lump sum contract.

110. CLAIMS FOR EXTRA COST

a. If the Contractor claims that any instructions by Drawings or otherwise involve extra cost or extension of time, he shall, within ten days after the receipt of such instructions, and in any event before proceeding to execute the work, submit his protest thereto in writing to the Local Public Agency, stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.

b. Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work, than would be reasonably estimated from the Drawings and maps issued.

c. Any discrepancies which may be discovered between actual conditions and those represented by the Drawings and maps shall at once be reported to the Local Public Agency and work shall not proceed except at the Contractor's risk, until written instructions have been received by him from the Local Public Agency.

d. If, on the basis of the available evidence, the Local Public Agency determines that an adjustment of the Contract Price and/or Time is justifiable, the procedure shall be as provided in Section 109 thereof.

111. TERMINATION: DELAYS: AND LIQUIDATED DAMAGES

a. Right of the Local Public Agency 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 Local Public Agency 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 Local Public Agency 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 Local Public Agency 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 Local Public Agency for any excess cost occasioned the Local Public Agency thereby, and in such event the Local Public Agency may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefore.

b. Liquidated Damages for Delays. If the work is not completed within the time stipulated in Section 302 hereof, including any extensions of time for excusable delays as herein provided, the Contractor shall pay to the Local Public Agency as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) for each calendar day of delay, until the work is completed, the amount as set forth in Section 303 hereof and the Contractor and his sureties shall be liable to the Local Public Agency for the amount thereof.

c. Excusable Delays. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due:

(1) To any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other national emergency;

(2) To any acts of the Local Public Agency;

(3) To causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in the performance of some other contract with the Local Public Agency, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions; and

(4) To any delay of any subcontractor occasioned by any of the causes specified in subparagraphs (1), (2), and (3) of this paragraph "c".

Provided however, that the Contractor promptly notifies the Local Public Agency within ten (10) days in writing of the cause of the delay. Upon receipt of such notification the Local Public Agency shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts

and the terms of this contract, the delay is properly excusable, the Local Public Agency shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

#### 112. ASSIGNMENT OR NOVATION

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

#### 113. DISPUTES

a. All disputes arising under this Contract or its interpretation except those disputes covered by FEDERAL LABOR-STANDARDS PROVISIONS under GENERAL CONDITIONS, PART II whether involving law or fact or both, or extra work, and all claims for alleged breach of contract shall within ten (10) days of commencement of the dispute be presented by the Contractor to the Local Public Agency for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim, but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. In the meantime the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt by the Local Public Agency of notice thereof.

b. The Contractor shall submit in detail his claim and his proof thereof. Each decision by the governing body of the Local Public Agency will be in writing and will be mailed to the Contractor by registered or certified mail, return receipt requested, directed to his last known address.



c. If the Contractor does not agree with any decision of the Local Public Agency, he shall in no case allow the dispute to delay the work but shall notify the Local Public Agency promptly that he is proceeding with the work under protest and he may then except the matter in question from the final release.

#### 114. TECHNICAL SPECIFICATIONS AND DRAWINGS

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

#### 115. SHOP DRAWINGS

a. All required shop drawings, machinery details, layout drawings, etc. shall be submitted to the Engineer in 3 copies for approval sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting and rechecking if necessary. The Contractor may proceed, only at his own risk, with manufacture or installation of any equipment or work covered by said shop drawings, etc. until they are approved and no claim, by the Contractor, for extension of the contract time shall be granted by reason of his failure in this respect.

b. Any drawings submitted without the Contractor's stamp of approval will not be considered and will be returned to him for proper resubmission. If any drawings show variations from the requirements of the Contract because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of contract price and/or time otherwise the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though the drawings have been approved.

c. If a shop drawing is in accord with the contract or involves only a minor adjustment in the interest of the Local Public Agency not involving a change in contract price or time, the Engineer may approve the drawing. The approval shall be general, shall not relieve the Contractor from his responsibility for adherence to the contract or for any error in the drawing, and shall contain in substance the following:

"The modification shown on the attached drawing is approved in the interest of the Local Public Agency to effect an improvement for the Project and is ordered with the understanding that it does not involve any change in the Contract Price or time; that it is subject generally to all Contract stipulation and covenants; and that it is without prejudice to any and all rights of the Local Public Agency under the Contract and surety bond or bonds,"

#### 116. REQUESTS FOR SUPPLEMENTARY INFORMATION

It shall be the responsibility of the Contractor to make timely requests of the Local Public Agency for any additional information not already in his possession which should be furnished by the Local Public Agency under the terms of this Contract, and which he will require in the planning and execution of the work. Such requests may be submitted from time to time as the need is approached, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and list the various items and the latest date by which each will be required by the Contractor. The first list shall be submitted within two weeks after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Engineer may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provisions of this Section.

#### 117. MATERIALS AND WORKMANSHIP

a. Unless otherwise specifically provided for in the Technical Specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the Technical Specifications as "equal to" any particular standard, the Engineer shall decide the question of equality.

b. The Contractor shall furnish to the local Public Agency for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which he contemplates installing together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval as required full information concerning all other materials or articles which he proposes to incorporate in the work. (See Section 118 thereof.)

c. Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.

d. Materials specified by reference to the number or symbol of a specific standard, such as an A.S.T.M. Standard, a Federal Specification or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in such reference. The standards referred to, except as modified in the Technical Specifications shall have full force and effect as though printed therein.

e. The Local Public Agency may require the Contractor to dismiss from the work such employee or employees as the Local Public Agency or the Engineer may deem incompetent, or careless, or insubordinate.

#### 118. SAMPLES, CERTIFICATES AND TESTS

a. The Contractor shall submit all material or equipment samples, certificates, affidavits, etc., as called for in the contract documents or required by the Engineer, promptly after award of the contract and acceptance of the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been approved in writing by the Engineer. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the contract time.

b. Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information which will assist the Engineer in passing upon the acceptability of the sample promptly. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.

c. Approval of any materials shall be general only and shall not constitute a waiver of the Local Public Agency's right to demand full compliance with Contract requirements. After actual deliveries, the Engineer will have such check tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the Engineer will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable.

d. Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:

- (1) The contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the Engineer;
- (2) The Contractor shall assume all costs of re-testing materials which fail to meet contract requirements;
- (3) The Contractor shall assume all costs of testing materials offered in substitution for those found deficient;
- (4) The Local Public Agency will pay all other expenses.

#### 119. PERMITS AND CODES

a. The Contractor shall give all notices required by and comply with all applicable laws, ordinances, and codes of the Local Government. All construction work and/or utility installations shall comply with all applicable ordinances, and codes including all written waivers. Before installing any work, the Contractor shall examine the Drawings and Technical Specifications for compliance with applicable ordinances and codes and shall immediately report any discrepancy to the Local Public Agency. Where the requirements of the Drawings and Technical Specifications fail to comply with such applicable ordinances or codes, the Local Public Agency will adjust the Contract by Change Order to conform to such ordinances or codes (unless waivers in writing covering the difference have been granted by the governing body or department) and make appropriate adjustment in the Contract Price or stipulated unit prices.

Should the Contractor fail to observe the foregoing provisions and proceed with the construction and/or install any utility at variance with any applicable ordinance or code, including any written waivers (notwithstanding the fact that such installation is in compliance with the Drawings and Technical Specifications), the Contractor shall remove such work without cost to the Local Public Agency, or a Change Order will be issued to cover only the excess cost the Contractor would have been entitled to receive if the change had been made before the Contractor commenced work on the items involved.

b. The Contractor shall at his own expense, secure and pay to the appropriate department of the Local Government the fees or charges for all permits for street pavement, sidewalks, sheds, removal of abandoned water taps, sealing of house connection drains, pavement cuts, buildings, electrical, plumbing, water, gas and sewer permits required by the local regulatory body or any of its agencies.

c. The Contractor shall comply with applicable local laws and ordinances governing the disposal of surplus excavation, materials, debris and rubbish on or off the Project Area and commit no trespass on any public or private property in any operation due to or connected with the Improvements embraced in this Contract.

#### 120. CARE OF WORK

a. The Contractor shall be responsible for all damages to person or property that occur as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the Local Public Agency.

b. The Contractor shall provide sufficient competent watchmen, both day and night, including Saturdays, Sundays, and holidays, from the time the work is commenced until final completion and acceptance.

c. In an emergency affecting the safety of life, limb or property, including adjoining property, the Contractor, without special instructions or authorization from the Local Public Agency, is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act. He shall likewise act if instructed to do so by the Local Public Agency. Any compensation claimed by the Contractor on account of such emergency work will be determined by the Local Public Agency as provided in Section 109 hereof.

d. The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and he shall at his own expense completely repair any damage thereto caused by his operations.

e. The Contractor shall store up, brace, underpin, secure, and protect as may be necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the Improvements embraced in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the Local Public Agency from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the Local Public Agency may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

#### 121. ACCIDENT PREVENTION

a. No laborer or mechanic employed in the performance of this Contract shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety as determined under construction safety & health standards promulgated by the Secretary of Labor.

b. The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the Local Public Agency may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable laws.

c. The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the Local Public Agency with reports concerning these matters.

d. The Contractor shall indemnify and save harmless the Local Public Agency from any claims for damages resulting from property damage, personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this contract.

#### 122. SANITARY FACILITIES

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

#### 123. USE OF PREMISES

a. The Contractor shall confine his equipment, storage of materials, and construction operations to the Contract Limits as shown on the Drawings and as prescribed by ordinances or permits, or as may be desired by the Local Public Agency, and shall not unreasonably encumber the site or public rights of way with his materials and construction equipment.

b. The Contractor shall comply with all reasonable instructions of the Local Public Agency and all existing state & local regulations regarding signs, advertising, traffic, fires, explosives, danger signals, and barricades.

#### 124. REMOVAL OF DEBRIS, CLEANING, ETC.

The Contractor shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the Project Area and public rights of way reasonably clear. Upon completion of the work, he shall remove all temporary construction facilities, debris and unused materials provided for the work, and put the whole site of the work and public rights of way in a neat and clean condition. Trash burning on the site of the work will be subject to prior approval of the Local Public Agency and existing State and local regulations.

## 125. INSPECTION

a. All materials and workmanship shall be subject to inspection, examination, or test by the Local Public Agency and the Engineer at any and all times during manufacture or construction and at any and all places where such manufacture or construction is carried on. The Local Public Agency shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge therefore. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the Local Public Agency may by contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any monies which may be due the Contractor, without prejudice to any other rights or remedies of the Local Public Agency.

b. The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required. (See Section 118 hereof.) All tests by the Local Public Agency will be performed in such manner as not to delay the work unnecessarily and will be made in accordance with the provisions of the Technical Specifications.

c. The Contractor shall notify the Local Public Agency sufficiently in advance of backfilling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the Local Public Agency, the Contractor shall uncover for inspection and recover such facilities all at his own expense, when so requested by the Local Public Agency.

d. Should it be considered necessary or advisable by the Local Public Agency at any time before final acceptance of the entire work to make an examination of work already completed by uncovering the same, the Contractor shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any important or essential respect, due to fault of the Contractor or his subcontractors the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, plus 15 percent of such costs to cover superintendence, general expenses and profit, shall be allowed the Contractor and he shall, in addition, if completion of the work of the entire Contract has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.



e. Inspection of materials and appurtenances to be incorporated in the Improvements embraced in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the Technical Specifications, shall be final, except as regards (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the Project Site.

f. Neither inspection, testing, approval nor acceptance of the work in whole or in part, by the Local Public Agency or its agents shall relieve the Contractor or his sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract.

#### 126. REVIEW BY LOCAL PUBLIC AGENCY

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

#### 127. FINAL INSPECTION

a. When the Improvements embraced in this Contract are substantially completed, the Contractor shall notify the Local Public Agency in writing that the work will be ready for final inspection on a definite date which shall be stated in the notice. The notice will be given at least ten (10) days prior to the date stated for final inspection, and bear the signed concurrence of the representative of the Local Public Agency having charge of inspection. If the Local Public Agency determines that the status of the Improvements is as represented, it will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon thereafter as is practicable. The inspection party will also include the representatives of each department of the Local Government having in charge improvements of like character when such Improvements are later to be accepted by the Local Government.

#### 128. DEDUCTION FOR UNCORRECTED WORK

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

## 129. 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 Local Public Agency, nor shall the Contractor allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been 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 Special Conditions.

c. Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall 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 Special Conditions 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 Special Conditions.

e. Builder's Risk Insurance (Fire and Extended Coverage): Until the project is completed and accepted by the Local Public Agency, the Local Public Agency, or Contractor (at the Local Public Agency's option as indicated in the Special Conditions) 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 Local Public Agency, the Contractor, and 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 Local Public Agency 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 Local Public Agency."

### 130. PATENTS

The Contractor shall hold and save the Local Public Agency, its officers, and employees, harmless from liability of any nature or kind, including costs 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, specifically stipulated in the Technical Specifications.

### 131. WARRANTY OF TITLE

No material, supplies, or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease-purchase or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by him to the Local Public Agency free from any claims, liens, or charges. Neither the Contractor nor any person, firm, or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement or appurtenance thereon. Nothing contained in this paragraph, however, shall defeat or impair the right of

persons furnishing materials or labor to recover under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the Contractor in the hands of the Local Public Agency. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

### 132. GENERAL GUARANTY

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the Improvements embraced in this Contract by the Local Public Agency or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of Twelve (12) months from the date of final acceptance of the work. (Supply in the blank the number of calendar months over which the guaranty will extend. This period of time should be determined in line with the character of the improvements and local practice in this respect.)

The Local Public Agency will give notice of defective materials and work with reasonable promptness.

### 133. COMPLIANCE WITH AIR AND WATER ACTS

In compliance with the Clean Air Act, as amended, 42 U.S.C. 1857 et. seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et. seq., and the regulations of the Environmental Protection Agency with respect thereto the contractor agrees that:

- (1) Any facility to be utilized in the performance of this contract or any subcontract shall not be a facility listed on the EPA List of Violating Facilities pursuant to 40 CFR 15.20.
- (2) He will comply with all requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1251) 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 & guidelines issued thereunder.
- (3) He will promptly notify the owner 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) He will include or cause to be included the provisions of paragraph (1) through (4) of this section in every nonexempt subcontract and that he will take such action as the Government may direct as a means of enforcing such provisions.

134. EQUAL EMPLOYMENT OPPORTUNITY

- 1) If the contract amount is \$10,000 or less, the following conditions shall apply:

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

- a. The Contractor will not discriminate against any employee or the 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; lay off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the owner setting forth the provisions of this nondiscrimination clause.
- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- c. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

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

- a. 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.
- b. 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 from the October 3, 1980 Federal Register.

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Timetables	Goals for minority participation for each trade	Goals for female participation in each trade
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22.6%

6.9%

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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.

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.

- c. 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.
- d. 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) Minority Participation Requirements

- a. Contractor shall ensure that at least 16 percent (16%) of the funds subcontracted under this contract are awarded to minority businesses. In the event Contractor's prime contractor does not subcontract any portion of the construction work funded under this contract, Contractor shall ensure that at least 16 percent (16%) of the work force employed by such prime contractor is composed of minority group members.
- b. For the purpose of this requirement, the following words and terms shall have the following meanings:
  - i. "Minority Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, if at least 50 percent of the business is owned by minority group members or, in the case of a corporation, at least 51 percent of its shares are owned by minority group members.
  - ii. "Minority Group Members" are Black Americans, Mexican Americans and other Americans of Hispanic origin, Asian Americans, American Indians, Pacific Islanders, and Alaskan Natives.
  - iii. "Administrative Services" include management consultants, engineers, architects, appraisers, auditors, attorneys, accountants, and other professionals.
- c. None of the requirements of this Section 21 shall apply if the percentage of the total population of Contractor's jurisdiction composed of minority group members is less than five percent (5%).
- d. The Contractor shall implement the specific affirmative action standards provided in paragraphs 3a 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. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

- e. 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.
- f. 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.
- g. 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:
  - i. 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.
  - ii. 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.
  - iii. 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 therefore, along with whatever additional actions the Contractor may have taken.

- iv. 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.
- v. 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 3b above.
- vi. 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.
- vii. 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.

- viii. Disseminate the Contractor's EEO policy externally by including it in any advertising in the 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.
- ix. 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.
- x. 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.
- xi. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- xii. 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.
- xiii. 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.
- xiv. 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.

- xv. 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.
- xvi. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- h. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (3a 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 3a 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.
- i. 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 under-utilized).
- j. 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.

- k. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- l. 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.
- m. 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 3 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.
- n. The Contractor 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 when 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 locations 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.
- o. 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).

135. Section 503 Handicapped (if \$2,500 or Over)

Affirmative Action for Handicapped Workers

1. 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.
2. 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.
3. 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.
4. 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.
5. 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 non-compliance.

136. Section 402 Veterans of the Vietnam Era (if \$10,000 or Over)

Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era

1. The contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era 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 disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veteran status 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.
2. The contractor agrees that all suitable employment openings of the contractor which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the contractor other than the one wherein the contract is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required.

State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their suitable openings with the appropriate office of the State employment service, but are not required to provide those reports set forth in paragraphs (4) and (5).

3. Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive Orders or regulations regarding nondiscrimination in employment.

4. The reports required by paragraph (2) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the contractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period, (2) the number of nondisabled veterans of the Vietnam era hired, (3) the number of disabled veterans of the Vietnam era hired, and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 1787. The contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this contract identifying data for each hiring location. The contractor shall maintain at each hiring location copies of the reports submitted until the expiration of one year after final payment under the contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment, and placement.
5. Whenever the contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the contractor is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system of subsequent contracts. The contractor may advise the State system when it is no longer bound by this contract clause.
6. This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 States, the District of Columbia, Puerto Rico, Guam, and the Virgin Islands.
7. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
8. 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.
9. 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 notice shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employees.

10. 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 the Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam Era.
  11. The contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulation, or orders of the Secretary issued pursuant to 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.
137. Section 109 of the Housing and Community Development Act of 1974
1. 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.
138. "Section 3" Compliance in the Provision of Training, Employment, and Business Opportunities
1. 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 substantial part by persons residing in the area of the project.
  2. 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 forth in 24 CFR Part 135, 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.

3. 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 the 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.
4. 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.
5. Compliance with the provisions of Section 3, the regulations set forth 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 and 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.

139. NONSEGREGATED FACILITIES

1. The Contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his

control, where segregated facilities are maintained. The Contractor covenants that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. As used in this paragraph the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The Contractor agrees that prior to award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, that he will retain such certifications in his files.

140. INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS

1. No member of or delegate to the Congress of the United States and no Resident Commissioner shall be admitted to any share or part of this Contract or to any benefit to arise from same: Provided, that the foregoing provision of this section shall not be construed to extend to this Contract if made with a corporation for its general benefit.
2. No member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the Project is located, and no other public official of such locality or localities who exercises any functions or responsibilities in connection with the Project during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any Contract or Subcontract, or the proceeds thereof, for work to be performed under this Contract.

The Contractor will include the provisions of paragraphs (1) and (2) in every Subcontract so that such provisions will be binding upon each Subcontractor.



201 **Applicability**

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

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

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

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

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

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

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

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

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate)

HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

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

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

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

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

204 (i) **Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act, daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such

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

(i) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

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

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

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

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

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

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

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

**205 (i) Apprentices and Trainees.** Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an

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

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

**206 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.

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

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

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

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

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

211 - 10. (A) **Certification of Eligibility.** By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

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

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

212 - **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.

\*\*213 - **Contract Work Hours and Safety Standards Act.** As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek unless such laborer or mechanic receives com-

ensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, whichever is greater.

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

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

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

#### 214. **Health and Safety**

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

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

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

\*\* **EFFECTIVE JANUARY 1, 1986, THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT REQUIREMENT THAT CONTRACTORS PAY EMPLOYEES TIME AND ONE-HALF THEIR BASIC RATE OF PAY FOR HOURS WORKED IN EXCESS OF 8 HOURS PER DAY WAS ELIMINATED FROM THE ACT. OVERTIME COMPENSATION FOR HOURS WORKED IN EXCESS OF 40 HOURS PER WEEK CONTINUES TO BE REQUIRED (EMPHASIS ADDED)**

GENERAL WAGE DECISION NO. TX86-30

Supersedes General Wage Decision No. TX85-4039

State: TEXAS

County(ies): ZONE 1 - Camp, Cass, Delta, Fannin, Franklin, Hopkins, Hunt, Lamar, Marion, Morris, Rains, Red River, Rusk, Titus, Upshur, Van Zandt & Wood  
ZONE 2 - Bowie, Gregg, Harrison, Kaufman & Smith  
\*\*\*\* ZONE 3 - Anderson, Angelina, Cherokee, Henderson, Houston, Jasper, Nacogdoches, Newton, Panola, Polk, Sabine, San Augustine, San Jacinto, Shelby, Trinity & Tyler  
\*\*\*\*

Construction Type: Heavy & Highway

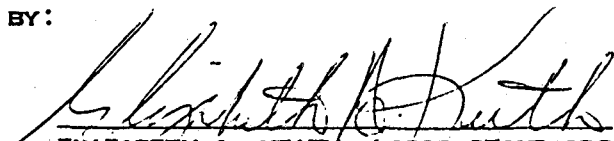
Construction Description: Heavy (excluding tunnels & dams) and Highway Projects (does not include building structures in rest area projects).

Modification Record: No. Publication Date Page No.(s)

\*\*\*\*ZONE 3 IS APPLICABLE TO THE TYLER COUNTY STREET PAVING, DITCH REGRADING AND CLEANING, NEW BRIDGE CONSTRUCTION, DRAINAGE STRUCTURE REPLACEMENTS AND RELATED CONSTRUCTION CONTRACT WORK\*\*\*\*\*

FUNDED UNDER THE TEXAS COMMUNITY DEVELOPMENT PROGRAM, TDCA CONTRACT NUMBER S705180

APPROVED BY:

  
ELIZABETH A. KEITH, LABOR STANDARDS OFFICER, TDCA, CDHD

MARCH 11, 1986  
DATE ISSUED

	Basic Hourly Rates (ZONES 1 & 2 )	**** Basic Hourly Rates (ZONE 3) ****
AIR TOOL OPERATOR	-	5.50
ASPHALT HEATER OPERATOR	6.00	-
ASPHALT RAKER	7.00	5.65
BATCHING PLANT SCALE OPERATOR	7.90	-
CARPENTER	7.30	8.00
CARPENTER HELPER	6.00	6.70
CONCRETE FINISHER (PAVING)	7.75	7.75
CONCRETE FINISHER HELPER (PAVING)	6.15	-
CONCRETE FINISHER (STRUCTURES)	7.00	7.90
CONCRETE FINISHER HELPER (STRUCTURES)	6.15	6.15
CONCRETE RUBBER	-	6.10
FORM BUILDER (STRUCTURES)	7.05	7.05
FORM BUILDER HELPER (STRUCTURES)	5.95	5.85
FORM LINER (PAVING & CURB)	7.30	-
FORM SETTER (PAVING & CURB)	7.75	-
FORM SETTER HELPER (PAVING & CURB)	6.00	-
FORM SETTER (STRUCTURES)	7.45	6.75
FORM SETTER HELPER (STRUCTURES)	5.95	5.50
LABORER, COMMON	5.10	5.35
LABORER, UTILITY	6.00	5.95
MECHANIC	7.90	8.35
MECHANIC HELPER	-	6.85
OILER	6.50	-
SERVICER	6.30	6.60
PAINTER (STRUCTURES)	7.00	-
PAINTER HELPER (STRUCTURES)	6.00	-
PIPELAYER	5.50	-
REINFORCING STEEL SETTER (PAVING)	6.95	-
REINFORCING STEEL SETTER (STRUCTURES)	7.50	8.00
REINFORCING STEEL SETTER HELPER	6.10	6.00
STEEL WORKER (STRUCTURAL)	7.70	-
SPREADER BOX MAN	6.25	-
POWER EQUIPMENT OPERATORS:		
Asphalt Distributor	7.65	7.00
Asphalt Paving Machine	7.75	7.20
Broom or Sweeper Operator	5.25	6.00
Bulldozer 150 HP & Less	7.10	7.45
Bulldozer over 150 HP	7.75	7.95
Concrete Paving Curing Machine	7.00	-
Concrete Paving Finishing Machine	5.50	-
Concrete Paving Saw	7.00	-
Paving Sub Grader	8.00	-
Crane, Clamshell, Backhoe, Derrick, Dragline, Shovel (less than 1 1/2 CY)	7.60	7.55
Crane, Clamshell, Backhoe, Derrick, Dragline, Shovel (1 1/2 CY & Over)	7.95	8.00
Foundation Drill Operator (Truck Mounted)	10.00	10.50
Foundation Drill Operator Helper	8.00	7.50
Front End Loader (2 1/2 CY & less)	6.80	6.85

\*\*\*\*ZONE 3 IS APPLICABLE TO THE TYLER COUNTY STREET PAVING, DITCH REGRADING AND CLEANING,  
NEW BRIDGE CONSTRUCTION, DRAINAGE STRUCTURE REPLACEMENTS AND RELATED CONSTRUCTION CONTRACT  
WORK\*\*\*\*\*

FUNDED UNDER THE TEXAS COMMUNITY DEVELOPMENT PROGRAM, TDCA CONTRACT NUMBER S705180

TX86-30

Front End Loader (Over 2 1/2 CY)	8.00	**** 7.05
Motor Grader Operator, Fine Grade	8.65	8.00
Motor Grader Operator	7.70	7.85
Roller, Steel Wheel (Plant-Mix Pavement)	6.20	6.10
Roller, Steel Wheel (Other-Flat Wheel or Tamping)	6.55	6.55
Roller, Pneumatic (Self-Propelled)	6.25	6.40
Scrapers (17 CY & Less)	6.60	6.35
Scrapers (Over 17 CY)	7.00	7.25
Self Propelled Hammer	7.00	-
Side Boom	6.25	-
Tractor (Crawler Type) 150 HP & Less	6.25	-
Tractor (Crawler Type) over 150 HP	7.50	-
Tractor (Pneumatic) 80 HP & Less	6.00	-
Tractor (Pneumatic) over 80 HP	6.60	-
Traveling Mixer	6.50	6.50
Trenching Machine, Heavy	7.50	-
<b>TRUCK DRIVERS:</b>		
Single Axle, Light	5.85	6.30
Single Axle, Heavy	6.65	6.30
Tandem Axle or Semi-trailer	6.30	6.55
Lowboy-Float	6.50	7.20
<b>WELDER</b>	7.50	-

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

\*\*\*\*ZONE 3 IS APPLICABLE TO THE TYLER COUNTY STREET PAVING, DITCH REGRADING AND CLEANING, NEW BRIDGE CONSTRUCTION, DRAINAGE STRUCTURE REPLACEMENTS AND RELATED CONSTRUCTION CONTRACT WORK\*\*\*\*\*

FUNDED UNDER THE TEXAS COMMUNITY DEVELOPMENT PROGRAM, TDCA CONTRACT NUMBER S705180





# TEXAS DEPARTMENT OF COMMUNITY AFFAIRS

MARK WHITE  
Governor

RAFAEL QUINTANILLA  
Executive Director

## TEXAS COMMUNITY DEVELOPMENT PROGRAM DAVIS-BACON ACT/PREVAILING WAGE RATE DETERMINATION

TO: MRS. BETH WAXMAN  
DAVID J. WAXMAN, INC.  
POST OFFICE DRAWER 900  
JASPER, TEXAS 75951

FROM: DIRECTOR, TEXAS COMMUNITY DEVELOPMENT PROGRAM

RE: TDCA CONTRACT NUMBER S705180 (TYLER COUNTY STREET PAVING, DITCH REGRADING AND CLEANING, NEW BRIDGE CONSTRUCTION, DRAINAGE REPLACEMENT AND RELATED CONSTRUCTION CONTRACT WORK)

1. TYPE OF CONSTRUCTION:     BUILDING     RESIDENTIAL     HIGHWAY     HEAVY
2. APPLICABLE PUBLISHED DECISION AND FEDERAL REGISTER DATES:

DECISION NUMBER

FEDERAL REGISTER PUBLICATION DATE

TX86-30, ZONE 3

JANUARY 3, 1986

NOTE: "TDCA RULES REQUIRE THAT THE ATTACHED DECISION MUST BE INCORPORATED WITHOUT CHANGE OR CORRECTION (ERASER AND/OR INSERTION) INTO THE BID SPECIFICATIONS AND CONSTRUCTION CONTRACT DOCUMENTS."

3. UNPUBLISHED DOL DECISION NUMBER AND DATES:

NONE

APPROVED:


  
ELIZABETH KEITH, LABOR STANDARDS OFFICER  
TEXAS COMMUNITY DEVELOPMENT AND HOUSING PROGRAM

MARCH 11, 1986

DATE

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).

cc: TYLER COUNTY 1985 TDCA COMMUNITY DEVELOPMENT CONTRACT FILE  
THE HONORABLE ALLEN STURROCK, COUNTY JUDGE, TYLER COUNTY  
JOE BRANNAN, REGIONAL COORDINATOR, TDCA, CDHD  
TX86-30, ZONE 3  
TCDP/HUD 4230A  
HUD-4010 (AMENDED)

  
1836-1986

AN EQUAL OPPORTUNITY EMPLOYER  
BOX 13166, CAPITOL STATION  
PHONE: (512) 834-6000 or 1-800-252-9642

8317 CROSS PARK DRIVE

AUSTIN, TEXAS 78711-3166

TCDP WAGE RATE DETERMINATION REQUEST

TDC CONTRACT NUMBER S705180 PHASE N/A OR PARCEL N/A  
 LOCATION Near Woodville CITY Near Woodville COUNTY Tyler  
 ESTIMATED COST OF CONSTRUCTION/REMODELING (In incorporated area) \$ 326,278.00  
 DESCRIPTION OF PROGRAM ACTIVITY: HOUSING/REHAB MODERNIZATION  
 PUBLIC FACILITIES X ECONOMIC DEVELOPMENT \_\_\_\_\_ OTHER \_\_\_\_\_  
 IF REORDER, PRIOR DECISION NUMBER: N/A DATE: \_\_\_\_\_  
 DESCRIPTION OF WORK: (BE SPECIFIC) Asphalt paving of approximately 2.27 miles of the old Doucette Road and the construction of a bridge over Turkey Creek  
 TYPE OF CONSTRUCTION/BUILDING: COMMERCIAL \_\_\_\_\_ RESIDENTIAL \_\_\_\_\_ HEAVY \_\_\_\_\_  
 HIGHWAY X  
 TYPE OF MATERIAL IN CONSTRUCTION: FRAME N/A MASONRY N/A OTHER N/A  
 NUMBER OF STORIES: N/A NUMBER OF UNITS: N/A  
 ELEVATOR REQUIRED? N/A  
 IF DEMOLITION STATE WHETHER: RESIDENTIAL N/A COMMERCIAL \_\_\_\_\_ NO. OF STORIES \_\_\_\_\_  
 PARKING AREA \_\_\_\_\_ NO. OF SPACES \_\_\_\_\_ PAVING REQUIRED \_\_\_\_\_  
 EXCAVATION \_\_\_\_\_ LAND CLEARING \_\_\_\_\_ LANDSCAPING \_\_\_\_\_  
 COMMENTS: NONE  
 EST. ADVERTISING DATE March 1, 1986 EST. START OF CONSTRUCTION April 1, 1986  
 APPROXIMATE DATE CONTRACT TO BE AWARDED March 21, 1986  
 PERSON REQUESTING DETERMINATION Beth Waxman TELEPHONE 409/384-3458  
 AGENCY David J. Waxman, Inc.  
 ADDRESS Box 900  
Jasper, Texas 75951  
 DATE January 11, 1986

REQUEST TO BE FORWARDED TO:

Texas Department of Community Affairs  
Community Development & Housing Division

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

TELEPHONE: 512/443-4100

NOTE: 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)

<p>FOR DEPARTMENT OF LABOR USE</p> <p>Response To Request</p> <p>a. <input type="checkbox"/> Use area determination issued for this area</p> <p>b. <input type="checkbox"/> The attached decision noted below is applicable to this project</p> <p>Decision Number</p> <p>Date of Decision</p> <p>Expires</p> <p>Supersedes Decision Number</p> <p>Approved</p>	<p>Requesting Officer (typed name and signature)</p> <p>Director, Community Development Program</p>		<p>CHECK OR LIST CRAFTS NEEDED (Attach continuation sheet if needed)</p> <p><input type="checkbox"/> Asbestos workers</p> <p><input type="checkbox"/> Boilermakers</p> <p><input type="checkbox"/> Bricklayers</p> <p><input checked="" type="checkbox"/> Carpenters</p> <p><input checked="" type="checkbox"/> Cement masons</p> <p><input type="checkbox"/> Electricians</p> <p><input type="checkbox"/> Glaziers</p> <p><input type="checkbox"/> Ironworkers</p> <p><input checked="" type="checkbox"/> Laborers, (specify classes)</p> <p><input checked="" type="checkbox"/> Common</p> <p><input checked="" type="checkbox"/> Utility</p> <p><input type="checkbox"/> Lathers</p> <p><input type="checkbox"/> Marble &amp; tile setters, terrazzo workers</p> <p><input type="checkbox"/> Painters</p> <p><input type="checkbox"/> Piledrivermen</p> <p><input type="checkbox"/> Plasterers</p> <p><input type="checkbox"/> Plumbers</p> <p><input type="checkbox"/> Roofers</p> <p><input type="checkbox"/> Sheet metal workers</p> <p><input type="checkbox"/> Soft floor layers</p> <p><input type="checkbox"/> Steamfitters</p> <p><input type="checkbox"/> Welders—rate for craft</p> <p><input checked="" type="checkbox"/> Truck drivers</p> <p><input checked="" type="checkbox"/> Power equipment operators, (specify types)</p> <p><input checked="" type="checkbox"/> Motor grader</p> <p><input checked="" type="checkbox"/> Roller, pneumatic</p> <p><input checked="" type="checkbox"/> Crane operator</p> <p>Other crafts:</p> <p><input checked="" type="checkbox"/> See attached list.</p>	
	<p>Department, Agency, or Bureau</p> <p>Texas Department of Community Affairs</p>			<p>Phone Number</p> <p>(512)443-4100ext.301</p>
	<p>Date of Request</p> <p>1/11/86</p>	<p>Est. Advertising Date</p> <p>3/1/86</p>		<p>Est. Bid Opening Date</p> <p>3/21/86</p>
	<p>Prior Decision Number (if any)</p> <p>N/A</p>	<p>Est. \$ Value of Contract</p> <p><input checked="" type="checkbox"/> Under 1/2 Mil. <input type="checkbox"/> 1 to 5 Mil.</p> <p><input type="checkbox"/> 1/2 to 1 Mil. <input type="checkbox"/> Over 5 Mil.</p>		<p>Type of Work</p> <p><input type="checkbox"/> Bldg. <input checked="" type="checkbox"/> Highway</p> <p><input type="checkbox"/> Resid. <input type="checkbox"/> Heavy</p>
	<p>Location of Project (city or other description)</p> <p>Unincorporated area near the City of Woodville</p>			
	<p>County</p> <p>Tyler</p>			<p>State</p> <p>Texas</p>
	<p>Address to which wage determination should be mailed. Must be complete and include ZIP Code. (Print or type)</p> <p>Director, Community Development Program Texas Department of Community Affairs Post Office Box 13166 Austin, Texas 78711 ATTN: Elizabeth A. Keith</p>			
	<p>Wage Survey by Agency Attached</p> <p><input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p>			<p>Wage Survey by Agency in Progress</p> <p><input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p>
	<p>Description of Work (Be specific) (Print or type)</p> <p>Asphalt paving of approximately 2.27 miles of the Old Doucette Road and the construction of a bridge over Turkey Creek.</p>			

DET005 # 14 - 308

ATTACHMENT 6-C

Spreader Box Man

Water Truck Operator

Asphalt Distributor

Asphalt Paving Machine

Broom or Sweeper Operator

Backhoe

Front-end Loader

Side Broom

Form Setters

**TEXAS COMMUNITY DEVELOPMENT PROGRAM  
REPORT OF ADDITIONAL CLASSIFICATION AND RATE  
(SEE INSTRUCTIONS ON REVERSE)**

**DATE OF REPORT**

**TO: DIRECTOR, COMMUNITY DEVELOPMENT PROGRAM  
TEXAS DEPARTMENT OF COMMUNITY AFFAIRS  
8317 CROSS PARK DRIVE  
AUSTIN, TEXAS 78754-5124**

**FROM: (NAME AND ADDRESS CONTRACT CITY/COUNTY)**

**NAME OF PROJECT**

**PROJECT NUMBER**

**LOCATION OF PROJECT (CITY, COUNTY AND STATE)**

**DESCRIPTION OF WORK**

**IN ORDER TO COMPLETE THE PROJECT, IT IS NECESSARY TO ESTABLISH WAGE RATE FOR THE FOLLOWING CLASSIFICATIONS NOT INCLUDED IN THE U.S. DEPARTMENT OF LABOR WAGE DETERMINATION DECISION NO \_\_\_\_\_ DATED \_\_\_\_\_**

**CLASSIFICATION(S) (LIST)**

**BASIC HOURLY RATE(S) FRINGE BENEFIT PAYMENTS**

**NAME, ADDRESS AND ZIP CODE OF LABOR ORGANIZATION**

**NAME, ADDRESS AND ZIP CODE OF CONTRACTOR**

**TITLE OF LABOR ORGANIZATION'S REPRESENTATIVE**

**TITLE OF CONTRACTOR'S REPRESENTATIVE**

- SUPPORTING DOCUMENTS ATTACHED.
- THE INTERESTED PARTIES, INCLUDING THE EMPLOYEES OR THEIR AUTHORIZED REPRESENTATIVES AGREE ON THE CLASSIFICATION AND WAGE RATE.
- THE INTERESTED PARTIES, INCLUDING THE EMPLOYEES OR THEIR AUTHORIZED REPRESENTATIVES CANNOT AGREE ON THE PROPER CLASSIFICATION AND WAGE RATE. A DETERMINATION OF THE QUESTION BY THE SECRETARY OF LABOR IS THEREFORE REQUESTED. AVAILABLE INFORMATION AND RECOMMENDATIONS ARE ATTACHED.

- APPROVED (PENDING ACCEPTANCE AND FINAL APPROVAL BY U S DEPARTMENT OF LABOR)

\_\_\_\_\_  
ELIZABETH A KEITH LABOR STANDARDS OFFICER  
TEXAS COMMUNITY DEVELOPMENT PROGRAM

\_\_\_\_\_  
DATE

## INSTRUCTIONS - SUPPLEMENTAL CLASSIFICATIONS

The Regulations of the Secretary of Labor, 29 CFR, Part 5 Section 5.5(a) (1) (ii) provide that the contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract, shall be classified or reclassified conformably to the wage determination. A report of the action taken shall be sent by the State Agency to the Department of Labor. This is mandatory.

Important points to be considered are as follows:

1. The wage determination should be reviewed to see if there is a classification that can be used to cover the work to be performed.
2. If there is no appropriate classification in the schedule, determine whether the classification requested is generally used in the construction industry and the rate requested is prevailing locally.
3. The wage rates and fringe benefits should be not less than those prevailing on the date of the applicable wage determination decision.

The rates of pay will be established as follows:

1. Signed statements with respect to prevailing rates listing the classification of labor to be employed and the prevailing minimum wage rate for each will be obtained from the secretaries of the Associated General Contractors (AGC) and the Building Trades Council (BTC) having jurisdiction, where possible.
2. If statements from the Secretaries of the AGC and the BTC are not applicable, or impossible to obtain, the following procedure will be used:

Secure letters from at least three (3) contractors who normally work in the area of the project indicating what they pay employees in the needed classifications. These statements and any other material will form the basis of the minimum prevailing rates to be established.

The interested parties, including the employees or their authorized representative, must agree on the classification and wage rate.

In the event the interested parties, including the employees who are not represented by organized labor, cannot reach agreement as to the proper classification or reclassification, the matter shall be referred to the Texas Community Development Program (for forwarding to the Department of Labor for final determination).

This report should not be utilized to add the classification and rate for Helpers and other such subclassifications. These classifications are included in the wage determination decisions when the information available to the Department of Labor indicates that a practice of using such subclassifications prevails in the area.

This form is intended to be self-explanatory. All pertinent information must be reported and supporting data attached. Each supplemental classification action must be approved by the Texas Community Development Program Labor Standards Officer and sent to the Employment Standards Administration, U.S. Department of Labor, Washington, D.C.

**NOTE: FEDERAL LABOR STANDARDS PROVISIONS AMENDMENT**

**ATTACHED FEDERAL LABOR STANDARDS PROVISIONS CONTAIN AN AMENDMENT AFFECTING REQUIREMENTS UNDER THE 'CONTRACT WORK HOURS AND SAFETY STANDARDS ACT'. PLEASE REFER TO PAGE 3 (OR 462) FOR THE NOTATION AMENDING SECTION 213. ALL CONSTRUCTION CONTRACTS PERFORMING WORK UNDER A TDCA COMMUNITY DEVELOPMENT PROGRAM FUNDED PROJECT AND AWARDED AFTER JANUARY 1, 1986 SHOULD CONTAIN THE AMENDED PROVISIONS.**

GENERAL CONDITIONS - PART II  
Federal Labor Standards Provisions

U.S. Department of Housing  
and Urban Development



201 **Applicability**

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

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

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

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

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

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

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

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

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate)

HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

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

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

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

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

204 (i) **Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof) of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act, daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such



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

(II) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC, 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

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

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

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

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

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

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

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

**2.05 (I) Apprentices and Trainees. Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an

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

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

**2.06 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.

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

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

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

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

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

211 - 10. (f) **Certification of Eligibility.** By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

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

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

212 . **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.

\*\*213 . **Contract Work Hours and Safety Standards Act.** As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek unless such laborer or mechanic receives com-

ensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, whichever is greater.

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

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

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

#### 214 Health and Safety

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

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

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

\*\* EFFECTIVE JANUARY 1, 1986, THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT REQUIREMENT THAT CONTRACTORS PAY EMPLOYEES TIME AND ONE-HALF THEIR BASIC RATE OF PAY FOR HOURS WORKED IN EXCESS OF 8 HOURS PER DAY WAS ELIMINATED FROM THE ACT. OVERTIME COMPENSATION FOR HOURS WORKED IN EXCESS OF 40 HOURS PER WEEK CONTINUES TO BE REQUIRED (EMPHASIS ADDED)

## GENERAL SPECIFICATIONS

### SPECIAL CONDITIONS

#### PART III

##### 301. PROJECT SITE

(The "SPECIAL CONDITIONS" provide a flexible Division of the Contract Documents in which to place provisions which contain elements that vary from one project to another, and which cover situations peculiar to the Project involved. The conditions outlined may require modification to fit the local situation or it may be necessary to include additional provisions to amplify the Contract requirements.)

The Project Area consists of the area within the property limits bounded in general by fifty feet both sides of the centerline of Old Doucette Road in Tyler County, Texas from Turkey Creek near Woodville, to U.S. Highway 59 in Doucette, all as shown on the Old Doucette Road Paving and Drainage Plans designated as Drawings No. C1, C2, C3, and C4.

##### 302. TIME FOR COMPLETION

a. The work which the Contractor is required to perform under this Contract shall be commenced at the time stipulated by the Local Public Agency in the Notice to Proceed to the Contractor and shall be fully completed within ninety (90) consecutive calendar days thereafter.

##### 303. LIQUIDATED DAMAGES

As actual damages for any delay in completion of the work which the Contractor is required to perform under this contract are impossible of determination, the Contractor and his Sureties shall be liable for and shall pay to the Local Public Agency the sum of Three Hundred Dollars (\$300.00) as fixed, agreed and liquidated damages for each calendar day of delay from the above stipulated for completion, or as modified in accordance with Section 109 hereof, until such work is satisfactorily completed and accepted.

(The minimum amount of the liquidated damages per calendar day should be sufficient to reimburse the Local Public Agency for all salaries for inspectors, the HUD Site Representative, and overhead expense due to the Contractor having failed to complete the Improvements embraced in this Contract within the time stipulated for completion.)

##### 304. SPECIAL HAZARDS

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

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

As required under Section 129 of the General Conditions the Contractor's Public Liability Insurance and Vehicle Liability Insurance shall be in an amount not less than \$ 500,000 for injuries, including accidental death, to any one person, and subject to the same limit for each person, in an amount not less than \$ 500,000 on account of one accident, and Contractor's Property Damage Insurance in an amount not less than \$ 500,000.

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.

306. BUILDER'S RISK INSURANCE

As provided in the General Conditions, Section 129 (e), the Contractor will/will not maintain Builder's Risk Insurance (fire and extended coverage) on a 100 percent completed value basis on the insurable portions of the project for the benefit of the Local Public Agency, the Contractor, and all subcontractors, as their interests may appear.

307. RESPONSIBILITIES OF CONTRACTOR

Except as otherwise specifically stated in the Contract Documents and Technical Specifications, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, heat, power, transportation, superintendence, temporary construction of every nature, charges, levies, fees or other expenses and all other services and facilities of every nature whatsoever necessary for the performance of the Contract and to deliver all Improvements embraced in this Contract complete in every respect within the specified time.

308. COMMUNICATIONS

a. All notices, demands, requests, instructions, approvals, proposals and claims must be in writing.

b. Any notice to or demand upon the Contractor shall be sufficiently stated on the signature page of the Agreement (or at such other office as the Contractor may from time to time designate in writing to the Local Public Agency), or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.

c. All papers required to be delivered to the Local Public Agency shall, unless otherwise specified in writing to the Contractor, be delivered to the County Judge at 100 Courthouse, Woodville, Texas 75979 and any notice to or demand upon the Local Public Agency shall be sufficiently given if so delivered, or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission to said Local Public Agency at such address, or to such other representatives of the Local Public Agency or to such other address as the Local Public Agency may subsequently specify in writing to the Contractor for such purpose.

d. Any such notice shall be deemed to have been given as of the time of actual delivery or (in the case of mailing) when the same should have been received in due course of post, or (in the case of telegrams) at the time of actual receipt, as the case may be.

e. This section does not apply to decisions given pursuant to section 113(b) of this contract.

### 309. JOB OFFICES

a. The contractor shall furnish and maintain, during construction of the Improvements embraced in this Contract adequate facilities on the Project Area or adjacent thereto for the use of the Local Public Agency and its Engineers, as follows:  
(Describe facilities)

b. The Contractor and his subcontractors may maintain such office and storage facilities on the Site as are necessary for the proper conduct of the work. These shall be located so as to cause no interference to any work to be performed on the Site. The Local Public Agency shall be consulted with regard to locations.

c. Upon completion of the Improvements, or as directed by the Local Public Agency the Contractor shall remove all such temporary structures and facilities from the Site, same to become his property, and leave the Site of the work in the condition required by the Contract.

d. Consideration should be given to the deletion of paragraph "a" if the time set for completion of the Improvements is less than sixty (60) days. It may also be deleted if a job office has been otherwise provided or usable space is available in existing buildings.

e. If a job office is required specify in detail the facilities and services required, such as adequate office space, light, heat, hot and cold water, toilet facilities, janitor service, local telephone, closets, plan racks, etc.

310. PARTIAL USE OF SITE IMPROVEMENTS

The Local Public Agency, at its election, may give notice to the Contractor and place in use those sections of the Improvements which have been completed, inspected and can be accepted as complying with the Technical Specifications and if in its opinion, each such section is reasonably safe, fit, and convenient for the use and accommodation for which it was intended, provided;

- a. The use of such sections of the Improvements shall in no way impede the completion of the remainder of the work by the Contractor.
- b. The Contractor shall not be responsible for any damages or maintenance costs due directly to the use of such sections.
- c. The use of such sections shall in no way relieve the Contractor of his liability due to having used defective materials or to poor workmanship.
- d. The period of guarantee stipulated in the Section 132 hereof shall not begin to run until the date of the final acceptance of all work which the Contractor is required to construct under this Contract.

311. WORK BY OTHERS

(It may be that local ordinances or regulations require connections, or disconnections, from utilities or sewers to be made by designated departments or companies. These facts should be obtained and inserted in this Section. The costs, if any, to the Contractor should be stated in paragraph "b". Delete such items not applicable.)

The following work will be done by others:

- a. At no expense to the Contractor:
  - (1) On site:
    - (a) Construction of a culvert on Turkey Creek
    - (b).....
    - etc.
  - (2) Off site:
    - (a) Creek Rerouting on Turkey Creek
    - (b).....

b. At the expense of the Contractor:

(1) On site:

(a) ... N/A .....

(b) ... N/A .....

etc.

312. CONTRACT DOCUMENTS AND DRAWINGS

The Local Public Agency will furnish the Contractor without charge three (3) (Insert number to be supplied without cost to the Contractor which should be determined by the magnitude of the Contract and probable number of subcontracts) copies of the Contract Documents, including Technical Specifications and Drawings. Additional copies requested by the Contractor will be furnished at cost.

GENERAL SPECIFICATIONS

SCHEDULE OF DRAWINGS

<u>Drawing No.</u>	<u>Date</u>	<u>Title</u>
C1	March 31, 1986	Paving and Drainage Plans I
C2	March 31, 1986	Paving and Drainage Plans II
C3	March 31, 1986	Paving and Drainage Plans II
C4	March 31, 1986	Paving and Drainage Details

All Drawings (and Technical Specifications) for the Improvements embraced in the Contract which will be taken over and maintained by the Local Government for public use should be:

- (1) prepared in accordance with local standards and ordinances; and
- (2) approved by the designated head of the proper department of the Local Government, before being included in the Contract Documents.

TECHNICAL SPECIFICATIONS

The Engineer must prepare and attach to these Contract Documents, detailed Technical Specifications covering all items of work involved in the construction of the Improvements as planned. All Technical Specifications for utilities and other underground construction must contain appropriate Sections covering the recording of all necessary data and measurements required for the preparation of the "As-built" Drawings as specified.



## CONTRACTOR CERTIFICATIONS

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  <b>CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY</b>	
<b>INSTRUCTIONS</b>	
<p>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.</p> <p>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.</p>	
<b>CERTIFICATION BY BIDDER</b>	
NAME AND ADDRESS OF BIDDER <i>(Include ZIP Code)</i>    	
1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. <input type="checkbox"/> Yes <input type="checkbox"/> No	
2. Compliance reports were required to be filed in connection with such contract or subcontract. <input type="checkbox"/> Yes <input type="checkbox"/> No	
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100. <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> None Required	
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?  <input type="checkbox"/> Yes <input type="checkbox"/> No	
NAME AND TITLE OF SIGNER <i>(Please type)</i>  	
SIGNATURE	DATE

Replaces Form HUD-4238.CD-1, which is obsolete

HUD-950.1 (11-78)

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

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

TO (Appropriate Recipient):	DATE
c/o	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 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

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."

SAMPLE  
CERTIFICATION OF PROPOSED CONTRACTOR REGARDING  
SECTION 3 AND SEGREGATED FACILITIES

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Project Name and 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 and Title of Signer (Type or Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
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 \_\_\_\_\_.

SAMPLE

CONTRACTOR'S SECTION 3 PLAN

(Name of Contractor) \_\_\_\_\_ 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 and servicing the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.
- C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. To insert this 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 (greater than \$10,000) which are typically let on a negotiated rather than a bid basis in areas other than the Section 3 covered project areas are also let on a negotiated basis, whenever feasible, will let in a Section 3 covered project area.
- F. To formally contact unions, subcontractors, and trade associations to secure their cooperation in this effort.
- G. To insure that all appropriate project area business concerns are notified of pending 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.
- J. To maintain records concerning the amount and number of contracts, subcontracts, and purchases which contribute to Section 3 objectives.

Contractor's Section 3 Plan  
Page Two

- K. To maintain records of all projected workforce needs for all phases of the project by occupation, trade, skill level, and number of positions and to update these projections based on the extent to which hiring meets Section 3 objectives.

As officers and representatives of \_\_\_\_\_ (name of company),  
We the undersigned have read and fully agree to the Section 3 Affirmative Action  
Plan, and become a party to the full implementation of the program and its provisions.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## STATEMENT OF BIDDER'S QUALIFICATIONS

(To be submitted by the Bidder only upon the specific request of the Local Public Agency.)

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

1. Name of Bidder. ....
2. Permanent main office address.
3. When organized.
4. If a corporation, where incorporated.
5. How many years have you been engaged in the contracting business under your present firm or trade name?
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
7. General character of work performed by your company.
8. Have you ever failed to complete any work awarded to you?
9. Have you ever defaulted on a contract?
10. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed.
11. List your major equipment available for this contract.
12. Experience in construction work similar in importance to this project.
13. Background and experience of the principal members of your organization, including the officers.
14. Credit available: \$ \_\_\_\_\_.
15. Give Bank reference: \_\_\_\_\_.
16. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the \_\_\_\_\_?
17. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the \_\_\_\_\_ in verification of the recitals comprising this Statement of Bidder's Qualifications.



Dated at \_\_\_\_\_ this \_\_\_\_ day of  
\_\_\_\_\_, 19\_\_.

By \_\_\_\_\_  
Title \_\_\_\_\_

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

\_\_\_\_\_ being duly sworn deposes  
and says that he is \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_ and that the answers to the foregoing questions  
and all statements therein contained are true and correct.

Subscribed and sworn to before me this \_\_\_\_ day of  
\_\_\_\_\_, 19\_\_.

My commission expires \_\_\_\_\_, 19\_\_.

TYLER COUNTY  
PAVING AND DRAINAGE  
SPECIFICATIONS

\*\*\*\*\*

<u>SECTION</u>	<u>TITLE</u>
02110	CLEARING
02223	EARTHWORK FOR PAVING
02241	LIME STABILIZATION OF PAVEMENT SUBGRADE AND BASE
02235	FLEXIBLE BASE
02270	SEEDING FOR EROSION CONTROL
02501	PRIME COAT
02502	ASPHALTS AND EMULSIONS
02546	AGGREGATE FOR SURFACE TREATMENT
03310	CONCRETE STRUCTURES

## SECTION 02110

### CLEARING

#### 1.0 GENERAL

#### 1.1 DESCRIPTION

This section governs for the removal and disposal of trees, stumps, brush, logs, rubbish, and other objectionable matter within proposed right-of-ways or site.

#### 2.0 PRODUCTS

#### 2.1 EQUIPMENT AND MATERIALS

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

#### 3.0 EXECUTION

#### 3.1 GENERAL

- A. Construction Methods: The entire area of construction shall be cleared of all trees, stumps, brush, logs, and rubbish. All stumps shall be removed to a depth of two (2) feet below finish grade or elevation.
- B. Clearing: Clearing consists of the removal and disposal of trees, stumps, brush, logs, rubbish and other objectionable materials within the construction area.
- C. Stripping - Strip topsoil from construction area and stockpile for later use in finishing sitework.

#### 3.2 PROTECTION

- A. Protection of Existing Utilities - Verify the location of underground utilities and structures. Take necessary precautions to protect existing utilities and structures from damage due to operations. Damage to utilities and structures shall be repaired to original condition.
- B. Protection of Plants - 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 by substantial wooden boxes and guards. Hand excavation may be required where machine excavation is not possible. Take care in felling trees authorized for removal. Tree limbs broken during such operations, shall be trimmed with a clean cut and painted with an approved tree pruning compound.

### 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. Restore site to original condition.

### 3.4 INSPECTION

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

## SECTION 02223

### EARTHWORK FOR PAVING

#### 1.0 GENERAL

##### 1.1 SCOPE

- A. 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.
- B. The contractor shall inform and satisfy himself as to character, quantity and distribution of material to be excavated.

##### 1.2 EXISTING UTILITIES

The contractor shall contact the local gas, electric, telephone, water, sanitary sewer and cable television utility companies and pipeline companies to verify the location of their underground lines within the work areas.

##### 1.3 CLASSIFICATIONS

The following are brief definitions of classification of earthwork.

- A. Topsoil - Top 6 inches of natural surface soil possessing the characteristics of representative soils on the site that produce growths of grass or other vegetation. Topsoil includes grasses and other vegetation.
- B. Subgrade - Consists of that portion of the surface on which a compacted embankment or pavement is constructed.
- C. 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.
- D. Borrow - Material taken from designated areas to make up any deficit of excavated material.
- E. Finish Grading - Operations required for smoothing disturbed areas that are not overlaid with pavement.
- F. 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.

- G. 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.
- H. Compaction - Compaction of soil materials shall be measured as a percent of Standard Proctor density as determined by the AASHTO Standard T-99 procedure.

## 2.0 PRODUCTS

### 2.1 EQUIPMENT

Use only equipment that has been approved for this project.

- A. Grading Equipment - Furnish, operate and maintain such equipment as is necessary to produce uniform layers, section and smoothness of grade for compaction and drainage.
- B. 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 rotate.
  5. Use a crawler tractor with sufficient power to pull the tamping roller at a speed of approximately 3.0 miles per hour.
- C. 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.
  4. If the roller is not self-propelled, the towing equipment must also have pneumatic tires.
- D. Sprinkling Equipment - Use tank trucks, pressure distributors, or other equipment designed to apply water uniformly and in controlled quantities to variable surface widths.

- E. 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

- A. Source - Obtain embankment fill from required excavation or, if excavated material is not sufficient, from borrow areas designated by the engineer.
- B. Suitability - Use the best material available from excavation or borrow. Suitability of fill material is subject to the engineer's approval.
- C. Quality - Fill material must be free of excessive silts. Do not use soil containing brush, roots, sod or similar perishable material.
- D. Plasticity Index - Embankment material must have a plasticity index between 15 and 30 inclusive.

## 3.0 EXECUTION

### 3.1 REMOVAL OF TOPSOIL

Remove topsoil within limits of the roadway section and stockpile for future distribution. Protect stockpiled topsoil from other excavated materials.

### 3.2 EXCAVATION

- A. 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.
- B. 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.
- C. 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 for later use.
- D. 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.
- E. Dressing - Uniformly dress cut and fill slopes to slope, cross section and alignment, 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, if required, as stated in the section on Lime Stabilization of Pavement Subgrade.

### 3.4 TREATMENT OF NATURAL SUBGRADE UNDER EMBANKMENTS

- A. 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.
- B. 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.
- C. After depressions have been filled and immediately before placement of compacted fill in a section of the embankment, thoroughly loosen the foundation material to a depth of 6 inches. Remove roots and debris turned up while loosening the soil.
- D. Compact the surface of the embankment subgrade as specified in the following paragraph.
- E. 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 recompacted before proceeding with construction.

### 3.5 PLACING EMBANKMENT FILL

- A. Inspection of Subgrade - Do not place fill on any part of the embankment subgrade until the subgrade preparation has been approved by the engineer.
- B. Removing Debris - During the dumping and spreading process, remove all roots, stones and debris that is uncovered in the embankment material.
- C. 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.
- D. 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.
- E. Embankment Stabilization - Stabilize and compact the top 6 inches of embankment fills under pavement sections, if required, as specified in the section on Lime Stabilization of Pavement Subgrade.

### 3.6 MOISTURE CONTROL

- A. 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 AASHTO Test Method T-99, by more than 3 percent or less than 1 percent.

- B. 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 density within the specified range of the moisture content, according to AASHTO Test Method T-99 or ASTM D698.

### 3.8 DISTRIBUTION OF TOPSOIL

#### A. 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.

#### B. 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.

- C. 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

- A. Excess Material - Remove excess excavated material and excess topsoil from the area before substantial completion. Excess material is property of contractor and should be disposed of away from site.
- B. 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 at the established rate per load.

### 3.10 TESTING

A. Laboratory Services - Engineer will appoint a commercial testing laboratory and payment shall be by contractor as outlined in the section on Inspection and Testing. Laboratory will:

1. Prepare optimum moisture/density relationship for subgrade.
2. Make density tests to determine degree of compaction for subgrade.

## SECTION 02241

### LIME STABILIZATION OF PAVEMENT SUBGRADE AND BASE

#### 1.0 GENERAL

#### 1.1 SCOPE

This section specifies adding lime to natural subgrade material and compacted embankments to stabilize them.

#### 1.2 ACCEPTABLE METHOD

Use dry placing of lime or commercial lime slurry to stabilize the natural in-place subgrade.

#### 1.3 RELATED WORK

Section 02223. Earthwork for Paving.

#### 2.0 PRODUCTS

#### 2.1 HYDRATED LIME

- A. Type - Dry powder obtained by mixing quicklime with enough water to satisfy its chemical affinity to water under conditions of hydration. Provide a material consisting essentially of calcium hydroxide, or of a mixture of calcium hydroxide and small allowable percentages of calcium oxide, magnesium oxide and magnesium hydroxide. Specifications for hydrated lime apply specifically to the normal hydrate of lime made from high-calcium type limestone.
- B. Chemical Composition - Furnish material which, when sampled and tested according to prescribed SDHPT procedure, conforms to the following requirements as to chemical composition.

<u>Ingredient</u>	<u>Percentage Allowable</u>
Hydrate Alkalinity, percent by weight $Ca(OH)_2$	90, minimum
Unhydrated lime content, percent by weight $CaO$	5.0, maximum
Free water content, percent by weight $H_2O$	4.0, maximum

- C. Allowable Residue - Percent by weight of residue retained must meet the following requirements.

<u>Sieve</u>	<u>Maximum Percent Retained Residue</u>
No. 6 (3360 micron)	0.0
No. 10 (2000 micron)	1.0
No. 30 (590 micron)	2.5

## 2.2 COMMERCIAL LIME SLURRY

Provide a commercial lime slurry with a dry solids content of at least 36 percent by weight of slurry, and forming a pumpable suspension of solids in water.

- A. Water - Provide water containing dissolved matter not injurious or objectionable, either in quantity or in quality.
- B. Solids - The solids portion of the mixture must consist principally of hydrated lime meeting the following requirements:
1. The solids content of the lime slurry must have a hydrate alkalinity ( $\text{Ca}(\text{OH})_2$ ) of not less than 90 percent by weight.
  2. Provide that the percent by weight of residue retained of the solids content of lime slurry conform to the following:

<u>Sieve</u>	<u>Maximum Percent Retained Residue</u>
No. 6 (3360 micron)	0.0
No. 10 (2200 micron)	1.0

## 2.2 EQUIPMENT

- A. Provide approved placing and mixing equipment in satisfactory working condition.
- B. Store lime in weatherproof containers, bins or buildings. Protect lime from any dampness or moisture.
- C. Weigh lime furnished in trucks on approved scales.
- D. Furnish bagged lime bearing the manufacturer's certified weight.

## 3.0 EXECUTION

### 3.1 PREPARING SUBGRADE

Prepare subgrade properly before beginning lime treatment. Scarify or excavate to the depth shown, providing the machine required. Stabilize unstable material below indicated depth by proper compaction.

### 3.2 APPLICATION

#### A. Dry Placing

1. Place lime using approved screw type spreader box or distribute uniformly by bag at the percentage indicated on the plans by dry weight. Do not place more than can be initially mixed during the same working day. Do not spread with a maintainer or motor grader.
2. Cover or mix lime within 6 hours after application. Do not place lime during windy or other adverse weather. Lime may be sprinkled lightly with water to reduce dusting.

### 3.3 MIXING

#### A. Procedures - Mixing procedures for either dry placing or slurry placing are the same.

#### B. Preliminary Mixing

1. Pulverize soil to minus 2 inches.
2. Add water to bring moisture content of the soil and lime mixture at least 5 percent above optimum.
3. Rotary mix soil, lime and water to required depth, using approved single-pass or multiple-pass rotary speed mixer.
4. After initial mixing, shape the subgrade to the appropriate section. Compact it lightly for preliminary curing.

#### C. Final Mixing

1. After preliminary curing, uniformly mix soil and lime to required depth. Use an approved single-pass or multiple-pass rotary speed mixer.
2. Add water to bring moisture content of soil-lime mixture to at least 5 percent above optimum.
3. Continue mixing and pulverizing soil until all clods are broken down to pass a 1-inch screen. At least 60 percent should pass a No. 4 sieve, nonslaking fractions excluded.
4. After final mixing, shape subgrade to final section, compact and cure.

#### D. Exception - If pulverization requirements of final mixing can be met during preliminary mixing, then preliminary curing and final mixing can be eliminated.

### 3.4 COMPACTION

#### A. Preliminary Compaction - Seal surface of subgrade by rolling lightly with light pneumatic rollers. Sealing is done as a precaution against heavy rainfall.

#### B. Final Compaction

1. Attain optimum moisture content.
2. Begin compaction immediately after final mixing.
3. Begin compacting at the bottom, using approving heavy pneumatic or vibrating rollers, or a combination of tamping roller and light pneumatic roller, until entire depth is uniformly compacted.

4. Compact treated material so as not to mix it with underlying subgrade material.
5. Spread and shape so that stabilized subgrade will have a finished thickness of 6 inches when compacted.
6. Correct all irregularities or weak spots immediately by replacing bad material with stabilized soil and recompacting.
7. Maintain smooth surface until base course or pavement is placed. Attain at least 95 percent of AASHTO density, using Test Method T-99, at optimum moisture content of treated material.
8. Use light pneumatic roller for final surface rolling.

### 3.5 CURING

- A. Preliminary Curing - Cure soil-lime material for 2 to 4 days. Keep subgrade moist during cure.
- B. Cure the lime-stabilized subgrade for 3 to 7 days, as directed. Keep traffic off subgrade during cure, other than a light pneumatic roller. Do not permit vehicles heavier than 10 tons on the subgrade. Use moist curing or membrane curing for final cure.
  1. Moist Cure - Keep subgrade surface damp by sprinkling. Roll with light pneumatic roller to keep surface knit together.
  2. Membrane Cure
    - (a) Apply two coats of asphalt emulsion to subgrade surface the first day after final compaction.
    - (b) Apply one coat each day thereafter for three days.
    - (c) Total applications will be 0.25 gallons of asphalt emulsion per square yard of subgrade surface.

## SECTION 02235

### FLEXIBLE BASE

#### 1.0 GENERAL

#### 1.1 DESCRIPTION

This section specifies the furnishing and installing of compacted flexible base course for surface course, or other base courses. Construction will be in conformity with typical sections and to lines, grades and thickness, as shown. Any approved materials shown in this Item may be used, unless otherwise specified on PLANS. However, only one flexible base material will be used throughout the job.

#### 1.2 QUALITY ASSURANCE

##### A. Applicable Codes and Specifications

1. Texas Department of Highways and Public Transportation (TDHPT) Standard Specifications for Construction of Highways, Streets and Bridges, 1982 Edition.
2. Los Angeles Abrasion Test, ASTM C 131.
3. AASHTO T-99-74-Standard Method Density.

##### B. Tests

1. Field tests and inspection to meet requirements of "Applicable Codes and Specifications" listed herein. Owner is to provide field testing and inspection.
2. Base material is to be tested to insure conformity. Contractor to provide testing material source.
3. Testing to be performed by an independent approved testing laboratory.

#### 1.3 SUBMITTALS

- A. Material Gradation and Composition.
- B. Atterburg Limits.
- C. Los Angeles Abrasion Test.
- D. Triaxial Test, if required by Engineer.

#### 2.0 PRODUCTS

#### 2.1 SOURCE

- A. Extract material from an approved source.
- B. A stock pile may be required, made up of layers of processed material. Load the material by making successive vertical cuts through the entire depth of the stock pile.

#### 2.2 FLEXIBLE BASE

- A. Crushed Sandstone: Provide durable particles of stone mixed with approved

binding materials. Furnish stone with no more than 60-percent wear when tested by the Los Angeles Abrasion Test, ASTM C131. Materials to conform to Texas SDHPT Standard Specifications for Construction of Highways, Streets and Bridges, 1982 Edition, Item 248, Type A, Grade 2.

B. Iron Ore: Material to consist of hematite or limonite ore, occurring with or without sand, as found at or near surface. Excessive amounts of free clay prohibited. Remove grass, weeds, trees, stumps, roots, overburden, rubbish, and other objectionable materials. Use material conforming to Texas SDHPT Standard Specifications for Construction of Highways, Streets and Bridges, 1982 Edition, Item 248, Type C, Grade 3 Iron ore base material with PI (Plasticity Index) of greater than 12 and less than 20 may be used provided the material is stabilized with 3 percent by weight of lime in accordance with Texas SDHPT Standard Specifications for Construction of Highways, Streets and Bridges, 1982 Edition, Item 262.

C. Crushed Limestone - Provide durable particles of stone mixed with approved binding materials. Furnish stone with no more than 50-percent wear when tested by the Los Angeles Abrasion Test, ASTM C 131. Materials to conform to Texas SDHPT Standard Specifications for Construction of Highways, Streets and Bridges, 1982 Edition, Item 248, Type A, Grade 2.

### 3.0 EXECUTION

#### 3.1 SUBGRADE

Shape and compact subgrade to lines and grades shown. Repair or replace all soft areas before base material is placed upon subgrade.

#### 3.2 PLACEMENT

A. Place base material only on properly prepared subgrade and in one lift.

B. Spread and shape so that base material will have a finished thickness as shown when compacted.

C. Complete all required manipulation the same day material is deposited.

D. Compact base material to 98 percent maximum density as determined by procedures described in AASHTO T-99.

E. Maintain moisture between optimum and 2 percent above optimum moisture.

#### 3.3 FINISH GRADE

A. Throughout this operation, maintain the shape of the course by grading.

B. Achieve a smooth surface upon completion in conformity with the typical section shown and established lines and grades. Any deviation in excess of 1/4-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.



C. Should the base course lose the required stability, density or finish before surfacing is complete, recompact and refinish the base.

D. Prevent excessive loss of moisture in the completed base by sprinkling.

## SECTION 02270

### SEEDING FOR EROSION CONTROL

#### 1.0 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 such areas as are designated on the plans and in accordance with these specifications.

#### 2.0 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 Oats	Melilotus officinalis	90%	90%
Oats	Avena sativa	85%	85%

#### 2.2 FERTILIZER

##### A. General:

"Fertilizer" shall consist of providing and distributing fertilizer over such areas as are designated on the plans and in accordance with these specifications.

**B. 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, the 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.

**3.0 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

Type 2

Buffel Grass                        10 lb.     March through May

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**

A. 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.

- B. 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.

### 4.0 PAYMENT

No separate payment will be made for the work covered by this section of the specifications, and all costs in connection therewith will be included in the contract price for the item to which the work pertains.

## SECTION 02501

### PRIME COAT

#### 1.0 GENERAL

#### 1.1 DESCRIPTION

This section specifies the application of asphaltic material on the completed base course and/or other approved area in accordance with these specifications.

#### 1.2 QUALITY ASSURANCE

- A. Applicable Codes and Specifications  
Texas State Department of Highways and Public Transportation (SDHPT)  
Standard Specifications for Construction of Highways, Streets and Bridges,  
1982 Edition.
- B. Tests - Field tests and inspection to meet requirements of "Applicable  
Codes and Specifications" listed herein.

#### 1.3 SUBMITTALS

- A. Material Source
- B. Material Type and Grade
- C. Vendor's Certified Test Reports

#### 2.0 PRODUCTS

#### 2.1 SOURCE

- A. Obtain materials from an approved source.
- B. Source of materials shall not be changed without approval of the Engineer.

#### 2.2 MATERIALS

The asphaltic material used for the prime coat shall be of the type and grade shown on plans and when tested by approved laboratory methods shall meet the requirements of the Item, "Asphalts, Oils, and Emulsions" in the SDHPT Standard Specifications.

#### 3.0 EXECUTION

#### 3.1 EQUIPMENT

- A. Equipment shall include a self-powered pressure asphaltic material distributor and equipment for heating asphaltic material.

- B. The distributor will have pneumatic tires of such width and number that the load produced on the surface will not exceed 650 pounds per inch of the tire width and will be designed, equipped and operated so that asphaltic material at even heat can be applied uniformly on variable widths of surface at readily controlled rates from 0.05 to 2.0 gallons per square yard. The material will be applied within a pressure range from 25 to 75 pounds per square inch and with an allowable variation from any specified rate not to exceed 5%. Distributor equipment will include a thermometer for reading temperatures of tank contents.

### 3.2 WEATHER LIMITATIONS

- A. Apply prime coat only when air temperature is above 60 deg. F when measured in the shade and away from artificial heat.
- B. Prime coat shall not be applied when the weather is foggy or rainy.

### 3.3 SURFACE CONDITIONS

- A. The surface to receive the prime coat shall be dry or contain sufficient moisture to get a uniform distribution of asphaltic material.
- B. The surface shall be cleaned by sweeping or other approved methods immediately prior to application of the prime coat in order to remove all loose dirt and other objectionable material.

### 3.4 APPLICATION TEMPERATURE

The engineer will select the temperature of application based on the temperature-viscosity relationship that will permit application of the asphalt within the limits recommended in the item, "Asphalts, Oils and Emulsions". The recommended range for the viscosity of the asphalt is 100 to 125 centistokes. The contractor shall apply the asphalt at a temperature within 15 deg. F of the temperature selected.

### 3.5 PROTECTION OF PRIMED SURFACE

Following the application, the primed surface shall be allowed to dry not less than 48 hours without being disturbed or for such additional time as may be necessary to permit the drying out of the prime until it will not be picked up by traffic or equipment. This period shall be determined by the Engineer. The surface shall then be maintained by the Contractor until the surfacing has been placed. Suitable precautions shall be taken by the Contractor to protect the primed surface against damage during this interval, including supplying and spreading any sand necessary to blot up excess asphaltic material.

## SECTION 02502

### ASPHALTS AND EMULSIONS

#### 1.0 GENERAL

#### 1.1 DESCRIPTION

This section establishes the requirements for oil, asphalts, cutback asphalts, emulsified asphalts, asphalt cement, other miscellaneous asphaltic materials and latex additives.

#### 1.2 QUALITY ASSURANCE

##### A. Applicable Codes and Specifications

1. Texas State Department of Highways and Public Transportation (SDHPT) Standard Specifications for Construction of Highways, Streets and Bridges, 1982 Edition.
2. American Association of State Highways and Transportation Officials (AASHTO) Test Procedures.

##### B. Tests

1. Field tests and inspection to meet requirements of "Applicable Codes and Specifications" listed herein. Owner is to provide field testing and inspection.
2. Testing to be performed by an independent approved testing laboratory.

#### 2.0 PRODUCTS

#### 2.1 MATERIALS

When tested in accordance with SDHPT or AASHTO Test Methods, the various materials shall meet the applicable requirements of this specification.

##### A. Oil Asphalt:

1. The material shall be homogeneous and free from water.
2. The material shall not foam when heated to 347 deg. F.
3. The material shall meet the following requirements:

Properties	OA-30	
	Min	Max
Penetration at 32 F, 200g, 60 sec.....	15	-
Penetration at 77 F, 100g, 5 sec.....	25	35
Penetration at 115 F, 50g, 5 sec.....	-	65
Ductility at 77 F, 5 cm/min, cm.....	2	-
Flash Point, C.O.C., F.....	450	-
Softening Point, R. & B., F.....	185	-
Percent Weight Loss, Thin Film Oven Test...	-	0.4
Solubility in Trichloroethylene, %.....	99.0	-
Spot Test.....	Negative	

**B. Asphaltic Cement:**

1. The material shall be homogeneous and free from water.

Properties	AC-3		AC-5		AC-10		AC-20		AC-40	
	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
Viscosity @ 140°F stokes.....	200	400	400	600	800	1200	1600	2400	3200	4800
Viscosity @ 275°F stokes.....	1.1	-	1.4	-	1.9	-	2.5	-	3.5	-
Penetration, 77°F, 100g, 5sec....	210	-	135	-	85	-	55	-	35	-
Flash Point, C.O.C., F.....	425	-	425	-	450	-	450	-	450	-
Solubility in trichloroethylene percent,.....	99.0	-	99.0	-	99.0	-	99.0	-	99.0	-
Tests on residues from thin film oven test:										
Viscosity @ 140°F stokes.....	- 900		- 1500		- 3000		- 6000		- 12000	
Ductility, 77 F, 5cms per min, cms.....	100	-	100	-	70	-	50	-	30	-

**C. Latex Additive:**

1. When specified on the plans, a minimum of two percent by weight latex additive (solid basis) shall be added to AC-3 or AC-5 asphalt.
2. Latex shall be an anionic emulsion of butadiene-styrene low-temperature copolymer in water, stabilized with fatty-acid soap for good storage stability.
3. The latex material shall have the following properties:
  - Monomer ratio, B/S.....70/30
  - Minimum solids content.....67%
  - Solids content per gal @ 67%....5.3 lbs
  - Coagulum on 80-mesh screen.....0.1% max
  - Type Anti-oxidant.....staining
  - Mooney Viscosity of Polymer  
(M/L 4 @ 212 F).....100 min
  - pH of Latex.....9.4-10.5
  - Surface tension.....28-42 dynes/cm<sup>2</sup>
  - Brookfield Viscosity of Latex...1200ps max @ 67% solids



4. The finished latex-asphalt shall meet the following requirements:  
 Viscosity at 140 F, stokes.....1500 max  
 Ductility at 39.2 F, 1 cm  
 per min, cm.....100 min

D. Cracked Fuel Oil shall meet the following requirements:

Properties	Minimum	Maximum
Asphalt content of 100 Penetration @ 77 F, %	65	80
Flash Point, C.D.C., F	250	
Kinematic Viscosity at 140 F, cst		550
Loss at 212 F, 20 g., 5 hrs. %		3.0
Water and Sediment, %		2.0

E. Cutback Asphalt:

1. Rapid Curing Type Cutback Asphalt shall meet the following requirements:

Type-Grade Properties	RC-250		RC-800		RC-3000	
	Min	Max	Min	Max	Min	Max
Water, percent	-	0.2	-	0.2	-	0.2
Flash Point, T.O.C., F	80	-	80	-	80	-
Kinematic vis. @ 140F, cst	250	400	800	1600	3000	6000
Distillation Test:						

Distillate, percentage by volume of total distillate to 680oF

to 437 F	40	75	35	70	20	55
to 500 F	65	90	55	85	45	75
to 600 F	85	-	80	-	70	-

Residue from Distillation  
Volume%

70	-	75	-	82	-
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Tests on Distillation Residue

Penetration, 100g, 5sec, 77F	100	150	100	150	100	150
Ductility, 5cm/min, 77F, cm	100	-	100	-	100	-
Solubility in trichloroethylene, %	99.0	-	99.0	-	99.0	-
Spot Test	ALL NEGATIVE					

2. Medium Curing Type Cutback Asphalt shall meet the following requirements:

Type-Grade Properties	MC-30		MC-70		MC-250		MC-800		MC-3000	
	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
Water, %	-	0.2	1	0.2	-	0.2	-	0.2	-	0.2
Flash Point T.O.C., F	100	-	100	-	150	-	150	-	100	-
Kinematic										

vis. @ 140F

cst            30 60     70 140     250 500     800 1600 3000 6000

The Distillate, expressed as percent by volume of total distillate to 680 F, shall be as follows:

Off at 437F	-	25	-	20	-	10	-	-	-	-
Off at 500F	40	70	20	60	15	55	-	35	-	15
Off at 600F	75	93	65	90	60	87	45	80	15	75
Residue from 680 F Distillation, Volume %	50	-	55	-	67	-	75	-	80	-

Tests on Distillation Residue:

Penetration at 77F, 100g, 5 sec.	120	250	120	250	120	250	120	250	120	250
Ductility at 77F, 5 cm/min, cms	100*	-	100*	-	100*	-	100*	-	100*	-
Solubility in tri- chloro- ethylene, %	99.0	-	99.0	-	99.0	-	99.0	-	99.0	-
Spot test	Neg.		Neg.		Neg.		Neg.		Neg.	

\*If penetration of residue is more than 200 and ductility at 77 F is less than 100 cm, the material will be acceptable if its ductility at 60 F is more than 100.

F. Emulsions:

1. Emulsions shall be homogeneous.
2. The material shall show no separation of asphalt after thorough mixing.
3. The material shall meet the viscosity requirements at any time within 30 days after delivery.
4. Emulsion shall meet the following requirements:

a. Anionic Emulsions

TYPE GRADE Properties	Rapid Setting		Medium Setting		
	RS-2 Min-Max	RS-2h Min-Max	MS-2 Min-Max	MS-2h Min-Max	MS-1 Min-Max
Furof Viscosity at 77F, sec	- -	- -	- -	- -	30/100
Furof Viscosity @ 122F, sec	150/400	150/400	100/300	100/300	- -
Residue by Distillation %	65/-	65/-	65/-	65/-	60/-
Dil Portion of Distillate %	-/2	-/2	-/2	-/2	-/2
Sieve Test %	-/0.1	-/0.1	-/0.1	-/0.1	-/0.1
Miscibility (Std. Test)	- -	- -	- -	- -	Passing
Coating	- -	- -	- -	- -	Passing
Cement Mixing, %	- -	- -	- -	- -	- -
Demulsibility 50cc of N/10 CaCl <sub>2</sub> , %	- -	- -	- -	- -	- 70
Demulsibility 35cc of N/50 CaCl <sub>2</sub> , %	60/-	60/-	-/30	-/30	- -
Storage Stabi- lity, 1 day, %	-/1	-/1	-/1	-/1	-/1
Freezing Test 3 Cycles*	- -	- -	Passing	Passing	Passing
Tests on Residue: Penetration at 77F 100g 5sec	120/160	80/110	120/160	80/110	120/160
Solubility in Trichloro- ethylene, %	97.5/-	97.5/-	97.5/-	97.5/-	97.5/-
Ductility at 77F, 5cm/min, cms	100/-	100/-	100/-	100/-	100/-

\*Applies only when Engineer designates material for winter use.

b. High Float Emulsions:

TYPE GRADE Properties	Rapid Setting HFRS-2		Medium Setting AES-300	
	Min.	Max.	Min.	Max.
Furol Viscosity at 77F, sec.....	-	-	75	400
Furol Viscosity at 122F, sec.....	150	400	-	-
Residue by Distil- lation, %.....	65	-	65	-
Oil Portion of Distillate, %.....	-	2	-	7
Sieve Test, %.....	-	0.1	-	0.1
Coating.....	-	-	Passing	
Demulsibility 35cc of N/50 CaCl <sub>2</sub> , %.....	50	-	-	-
Storage Stability Test 1 day, %.....	-	1	-	1
Tests on Residue:				
Penetration at 77F, 100g, 5 sec.....	100	140	300	-
Solubility in Tri- chloroethylene, %.....	97.5	-	97.5	-
Ductility at 77F, 5 cm/min, cms.....	100	-	-	-
Float Test at 140 F, sec.....	1200	-	1200	-

c. Cationic Emulsions:

Cationic emulsions shall meet the requirements of the SDHPT Standard Specifications for Construction of Highways, Streets, and Bridges, 1982 Edition.

6. Fluxing Material:

1. Fluxing material shall be free from foreign matter.
2. The material shall meet the following requirements:

Properties	Fluxing Material	
	Min	Max
Water, %.....	-	0.2
Kinematic Viscosity, 140F, cst.....	60	120
Flash Point, C.D.C., F.....	250	-
Loss on Heating, 50g, 5 hrs at 325 F, %.....	-	5
Asphalt Content of 85 to 115 Penetration by vacuum distillation, weight %.....	25	-
Pour Point, F.....	-	60

H. Precoat Material:

Precoat Material shall be submitted for approval by the Engineer.

I. Catalytically - Blown Asphalt Joint and Crack Sealer:

1. The materials shall be uniformly blended with 10 percent diatomaceous earth filler which passes the No. 325 sieve.
2. The joint and crack sealing material shall be suitable for melting to pouring consistency in a regular asphalt kettle at a temperature of approximately 450 to 475 deg. F.
3. The material shall meet the following requirements:

GRADE Properties	58-88 Pen		38-45 Pen	
	Min	Max	Min	Max
Penetration, 77F, 100g, 5 sec.....	68	88	38	45
Penetration, 32F, 200g, 60 sec.....	38	-	-	-
Penetration, 115F, 50g, 5 sec.....	-	160	-	-
Softening Point, R. & B., F.....	175	200	185	200
Flash, C.O.C., F.....	500	-	500	-
Ductility, 77 F, 5 cm/min, cms.....	5	-	3	-
Flow, 140 F, cm.....	-	0.5	-	0.5
Ash, Weight, %.....	8	-	8	-
Settlement Ratio.....	-	1.02	-	1.02
Brittleness Test, 32 F.....	No Cracking		No Cracking	

3.0 EXECUTION

3.1 FIRE HAZARD

- A. Heating of asphaltic materials (except emulsions) constitutes a fire hazard to various degrees.
- B. Proper precautions should be used in all cases and especially with RC cutbacks.
- C. The utmost care shall be taken to prevent open flames from coming in contact with the asphaltic material or the gases of same.
- D. The Contractor shall be responsible for damage from any fires or accidents which may result from heating the asphaltic materials.

3.2 STORAGE, HEATING AND APPLICATION TEMPERATURE.

- A. Asphaltic Material should be applied at the temperature which provides proper and uniform distribution.
- B. The Contractor shall avoid using higher temperatures than necessary to store, heat or apply the asphaltic material.
- C. See table below for recommended temperature ranges.
- D. No material shall be heated above the following maximum temperatures:

Application and Mixing

Heating

TYPE-GRADE	and Recommended Range, F	Maximum Allowable, F	Storage Maximum, F
AC-5, 10, 20, 40....	275-350	375	400
OA-30.....	400-500	500	500
AC-1.5 and AC-3.....	220-300	350	350
RC-250.....	125-180	200	200
RC-800.....	170-230	260	260
RC-3000.....	215-275	285	285
MC-30.....	70-150	175	175
MC-70.....	125-175	200	200
MC-250.....	125-210	240	240
MC-800.....	175-260	275	275
MC-3000.....	225-275	290	290
Cracked Fuel Oil....	160-220	260	260
SS-1, MS-1, CSS-1, CSS-1h.....	50-130	140	140
RS-2, RS-2h, MS-2, MS-2h, CRS-2, CRS-2h, CMS-2, CMS-2h, HFRS-2, AES-300.....	110-160	170	170
Cat. Blown Asph.....	425-475	500	500
Special Precoat Material.....	125-250	275	275
Flux Oil.....	-	275	275

## SECTION 02546

### AGGREGATE FOR SURFACE TREATMENT

#### 1.0 GENERAL

#### 1.1 DESCRIPTION

This section establishes the requirements for aggregate to be used in the construction of surface treatments.

#### 1.2 QUALITY ASSURANCE

##### A. Applicable Codes and Specifications.

1. Texas State Department of Highways and Public Transportation (SDHPT) Standard Specifications for Construction of Highways, Streets and Bridges, 1982 Edition.
2. Los Angeles Abrasion Test, ASTM C131.

##### B. Tests.

1. Field tests and inspection to meet requirements of "Applicable Codes and Specifications" listed herein. Owner is to provide field testing and inspection.
2. Base material is to be tested to insure conformity. Contractor to provide testing material source.
3. Testing to be performed by an independent approved testing laboratory.

#### 1.3 SUBMITTALS

##### A. Material Source, Type and Grade.

##### B. Los Angeles Abrasion Test Results.

#### 2.0 PRODUCTS

#### 2.1 MATERIAL QUALITY

##### A. Aggregates shall be composed of clear, sound and durable particles of gravel, crushed gravel, crushed stone, or crushed slag or natural limestone rock asphalt.

##### B. These materials shall contain not more than 1 percent by weight of organic matter (other than native bitumen), clay, loam or pebbles coated therewith and shall contain not more than 5 percent by weight of any one of or combination of slate, shale, schist, soft particles of sandstone or other deleterious materials as determined by Test Method Tex-217-F, Part I.

##### C. 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, as determined by Test Method Tex-215-F, and shall

contain not more than 2 percent by weight of any one of or combination of iron pyrites, or other objectionable matter, as determined by Test Method Tex-217-F, Part I.

- D. The percent of wear for each of the materials shall not exceed 35 percent when subjected to the Los Angeles Abrasion Test or Test Method Tex-410-A.
- E. The percent of wear on natural limestone rock asphalt aggregate as determined by Test Method Tex-410-A 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.
- F. Crushed gravel shall have a minimum of 85 percent of the particles retained on the No. 4 sieve with more than one crushed face, as determined by Test Method Tex-413-A, (Particle Count).

## 2.2 AGGREGATE CLASSIFICATION (TYPE).

The various types of aggregate shall be as follows:

- A. Type A: gravel, crushed slag, crushed stone or natural limestone rock asphalt.
- B. Type B: crushed gravel, crushed slag, crushed stone or natural limestone rock asphalt.
- C. Type C: gravel, crushed slag or crushed stone.
- D. Type D: crushed gravel, crushed slag or crushed stone.
- E. Type E: natural limestone rock asphalt.
- F. Type F: as shown on the plans.

## 2.3 AGGREGATE GRADES

The gradation requirements for the various grades of aggregate shall be as follows:

A. 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
B. 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
	Retained on 3/8" sieve.....	95- 100
	Retained on No.10 sieve.....	99- 100



C. Grade 3: Retained on 3/4" sieve..... 0  
Retained on 5/8" sieve..... 0- 2  
Retained on 1/2" sieve..... 20- 35  
Retained on 3/8" sieve..... 85- 100  
Retained on 1/4" sieve..... 95- 100  
Retained on No.10 sieve..... 99- 100

D. Grade 4: Retained on 5/8" sieve..... 0  
Retained on 1/2" sieve..... 0- 2  
Retained on 3/8" sieve..... 20- 35  
Retained on No.4 sieve..... 95- 100  
Retained on No.10 sieve..... 99- 100

E. Grade 5: 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

F. The aggregate shall not contain more than 1.0 percent by weight of fine dust, clay-like particles and/or silt present when tested in accordance with Test Method Tex-217-F, Part II.

### 3.0 EXECUTION

Aggregate for surface treatments shall be applied in accordance with Section 02519, "Surface Treatment".

## SECTION 03310

### CONCRETE STRUCTURES

#### 1.0 GENERAL

#### 1.1 DESCRIPTION

- A. This item governs for construction of concrete structures, foundations, and slabs-on-ground.
- B. Contractor assumes responsibility for design of concrete.

#### 1.2 RELATED WORK

- A. Structural Excavation and Backfill
- B. Lightweight Concrete Structures
- C. Steel Structures

#### 1.3 QUALITY ASSURANCE

- A. Submittals
  - 1. Submit mix designs for strength.
  - 2. Samples - Submit samples of the following for testing:
    - (a) Aggregate samples indicating full range of size and type.
    - (b) Admixes proposed for use.
    - (c) Cement proposed for use.
- B. Tests - Make test specimens to maintain check on concrete strength throughout job.

#### 1.4 REFERENCE STANDARDS

- ACI 211 - Recommended Practice for Selecting Proportions for Normal Weight Concrete.
- ACI 301 - Specifications for Structural Concrete for Buildings.
- ACI 305 - Recommended Practice for Hot Weather Concreting.
- ACI 306 - Recommended Practice for Cold Weather Concreting.
- ACI 315 - Detailing Reinforced Concrete Structures.
- ACI 318 - Building Code Requirements for Reinforced Concrete.
- ASTM A185 - Specifications for Welded Wire Fabric.
- ASTM A615 - Specifications for Deformed Reinforcing Steel.
- ASTM C33 - Specifications for Concrete Aggregates.
- ASTM C94 - Specifications for Ready-Mixed Concrete.
- ASTM C150 - Specifications for Portland Cement.
- ASTM C260 - Specifications for Air-Entraining Admixtures for Concrete.

#### 2.0 PRODUCTS

#### 2.1 CONCRETE

Ready mixed conforming to ASTM C94 or site mixed.

- A. Cement - ASTM C150, Type 1; no caked cement; one brand for one structure; deliver in bags for site mixing.
- B. Water - Free from oils, acids, alkalis, organic matter, salts, or other deleterious substances.
- C. Coarse Aggregate - ASTM C33. Refer to ACI 301-3.6 for maximum size, other than the following:
  - 1. Slabs-on-Ground - 1-1/2 inches maximum.
  - 2. Grade Beams - 1 inch maximum.
  - 3. Drilled Piers - 1 inch maximum.
- D. Fine Aggregate - Natural sand meeting requirements of ASTM C33.
- E. Admixture
  - 1. Water Reducer and Set Retarded - ASTM C494; A, B, or D. Do not use chlorides.
  - 2. Air Entrainer - ASTM C260.
  - 3. Approved Manufacturers - Obtain written approval for admixture manufacturers other than:
    - (a) Gifford-Hill.
    - (b) W.R. Grace.
    - (c) Sika Chemical Corp.
  - 4. Super Plasticizer - (Contractor's Option) Provide a high range water reducer conforming to ASTM C494, Type F. Use amount recommended by the manufacturer.
    - (a) "PSI Super" as manufactured by Gifford Hill, Inc.
    - (b) "WRDA-19" as manufactured by W.R. Grace.
    - (c) "Sikament" as manufactured by Sika Chemical Corp.

F. Classification

<u>Class</u>	<u>Type</u>	<u>Min 28day Compress. Strength (Lbs. per sq. in.)</u>	<u>Max Water Content per bag Cement (Gal.)</u>	<u>Min. Cement (Bags / Cu. Yd.)</u>	<u>Consistency Range in Slump (In)</u>	<u>Air Content (%)</u>
A	Structural Foundations, Slab-on-Ground	3,000	6.25	5.25	2-1/2 to 5-1/2	4 to 6
B	Structural Foundations, Slab-on-Ground	4,000	6.25	5.50	2-1/2 to 5-1/2	4 to 6
C	Slope Paving, Fill, or Pipe Blocking	2,000	8.5	4.25	3 to 6	
D	Seal Slab	---	---	4.0	5 to 8	N/A

Include in maximum water, free water in aggregate minus absorption of aggregate based on a thirty-minute absorption period. Class "A" Structural concrete is to be used for structures, foundations, and slabs unless otherwise specified on plans. Slump ranges may be exceeded when super plasticizers are used.

## 2.2 REINFORCING STEEL

- A. Bars - ASTM A615 (Deformed).
  - 1. No. 3 Bars - Grade 40.
  - 2. No. 4 and Larger Bars - Grade 60.
- B. Welded Wire Fabric - ASTM A185.

## 2.3 EXPANSION JOINT

- A. Unless otherwise shown expansion joint material to be asphalt or asphalt impregnated fiber joint in accordance with ASTM D994 or ASTM D1751 respectively.
- B. Preformed rubber or cork in accordance with ASTM D1752.

## 2.4 CURING MATERIAL

- A. Water - Free from oils, acids, alkalis, salts, or other deleterious materials.
- B. Cotton Mats - Filling material of cotton "bat" (min. 12 oz. per sq. yd.) with unsized cloth covering (min. 6 oz. per sq. yd.)

## 2.5 FORM LUMBER

Seasoned, of good quality, and free from loose or unsound knots, knot holes, twists, shakes or decay.

## 2.6 GROUT

- A. Grout - One part Portland Cement to two parts sand.
- B. 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 deg. F and 90 deg. F.

## 2.7 PERMANENT MOISTURE BARRIER

Provide polyethylene film with minimum thickness of .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.

## 3.0 EXECUTION

### 3.1 FORMS

- A. Lumber - Mortar tight; smooth surface; true to line and grade, and adequately braced.
- B. Provide plywood or masonite surfaces for concrete faces to be rub finished.
- C. Remove dirt, sawdust, nails, and other foreign material from formed spaces.

### 3.2 BUILT-IN ITEMS

Install pipe, sleeves, bolts, anchors, and other cast-in-place items securely. Use templates to set built-in items accurately.

### 3.3 JOINTS

No horizontal joints will be permitted in concrete Work except as shown on the Drawings. Make stops in concrete placing with vertical bulkheads at locations approved by the Engineer prior to placement.

### 3.4 REINFORCING STEEL

- A. Bend, clean, place and tie in accordance with ACI Standards. Support slab steel on chairs as approved by Engineer.
- B. Splice bars with calculated stress in accordance with ACI Standards, Class C, unless noted.
- C. Lap bars not carrying design stress 30 diameters, but not less than 12 inches.
- D. Lap welded wire fabric by one full pattern width in each direction.

### 3.5 INSPECTION

Do not place concrete until forming, reinforcement, and built-in items have been inspected and approved by the Engineer.

### 3.6 SUBGRADE

- A. Dampen subgrades not covered with membrane by sprinkling immediately before placing concrete. Omit when subgrade is already damp.
- B. Dry out soggy subgrade before placing slabs unless wetting is uniform and placing can be done without damage to subgrade.
- C. Place slab screeds to precise elevations.
- D. Obtain the Engineer's approval of subgrade and screeds prior to concrete placement.

### 3.7 MIXING CONCRETE

- A. Mix and deliver in accordance with ASTM C94.
- B. Clean and maintain equipment for good operation.
- C. 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.

### 3.8 PLACING CONCRETE

- A. General Requirements
  - 1. Give notice before placement.
  - 2. Place in daylight hours.
  - 3. Discharge within one hour after start of mixing.
- B. Handling and Transporting
  - 1. Use method to prevent segregation.
  - 2. Use buckets, chutes, buggies, pipes, troughs, or pumping.
  - 3. Protect against sun and wind, to prevent loss of slump and workability.
  - 4. Use of aluminum equipment not permitted.
- C. Depositing
  - 1. Continuous horizontal layers twelve inches thick in structures and foundations.
  - 2. Slabs and Flatwork
    - (a) Drop concrete in position; do not draw or rake concrete laterally to position.
    - (b) Place concrete continuously in any one part of the Work. If a whole part of the Work cannot be placed monolithically, place to construction joints indicated on Drawings, or as approved. Retighten forms, clean hardened surfaces, and cover with bonding compound before placing against hardened concrete.
    - (c) Place sloped concrete from bottom up.
    - (d) Use temporary screeds to maintain levels and slopes as required. Provide adequate support for screeds to maintain accurate elevations.

3. Limit free fall to five feet.
4. Use tremies for free fall over five feet.
5. Maintain temperature above 50 deg. F.
6. Use retarding agent for air temperatures above 85 deg. F.
7. Provide thermometer for temperature verification.

### 3.9 CURING CONCRETE

- A. Cure for six consecutive curing days.
- B. Cure high-early-strength concrete for three consecutive curing days.
- C. "Curing Day" is a calendar day whose temperature is above 50 deg. F for at least 19 hours.

### 3.10 FORM REMOVAL

- A. Remove forms under slabs, beams, or girders after seven days.
- B. Remove all other forms after two days.

### 3.11 PATCHING CONCRETE

Patch honeycomb and tie holes.

### 3.12 DEFECTIVE WORK

Repair or replace immediately after form removal at Contractor's expense.

### 3.13 SLAB FINISH

- A. Floor Slabs - Steel trowel finish.
- B. Sidewalks - Steel trowel and broom finish.
- C. Foundations - Wood float finish.

### 3.14 RUB-FINISHED SURFACES

- A. Rub-finish exposed vertical and battered surface from six inches below final ground line or low water to top.
- B. No rubbing required for structures extending twelve inches or less above ground or water.
- C. Prove two rubbings.
  1. First with No. 16 carborundum stone.
  2. Second with No. 30 carborundum stone.
- D. Finish to provide clean, smooth, uniform surface.

3.15 CLEAN-UP

Clean area from time to time during construction, and clean area completely after completion of work.



APR 20 1986  
CLERK OF DISTRICT COURT  
HARRIS COUNTY, TEXAS  
BY: *Dennis J. [Signature]*



**GOODWIN • LASITER**  
ENGINEERS • PLANNERS  
SURVEYORS

P.O. BOX 451 • LUFKIN • TEXAS 75901 • (409) 637-6336

SET NO. 1

# Bridge

## CONTRACT No. 1

BIDDER	BASE BID	ALTERNATIVE BID (DEDUCT)
ENGINEER'S ESTIMATE	\$ 50,000	
MASON	73,500.00	0
SEALE	43,412.00	0
A.C. Brooks <del>LEWIS</del>	73,500.00	0
CRAIG, ET AL	74,300.00	112,300.00 <del>112,300.00</del>
DAVIS & BROWN	67,950.00	0

# CONTRACT NO. 2

BIDDER	BASE <small>16 Foot</small>	<i>Asph/Flt</i> Base <u>A</u>	B <small>5 inch Top 390 Lino</small>	C <small>Carpeted Collets</small>	D <small>16 Foot</small>	E
MATHEWS	241,469	140,875	111,720	3,500	185,534.18	155,125.00
MASON	263,895	183,750	155,575	3,250	210,783. <sup>50</sup>	184,650. <sup>00</sup>
FORTENBERRI	273,319	89,425	116,375	4,687. <sup>50</sup>	213,166. <sup>14</sup>	221,045. <sup>07</sup>
LEWIS	194,176. <sup>00</sup>	NO BID	NO BID	3,750. <sup>00</sup>	148,158. <sup>30</sup>	223,625. <sup>00</sup>

241 469  
95550

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145919  
140875

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286794  
43412

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330206

ADDENDUM NO. 1

DATE: April 23, 1986

OWNER: County of Tyler, Texas

PROJECT: Turkey Creek Culvert  
Contract No. 1

TO BIDDER OF RECORD:

This addendum, applicable to the referenced project, is an amendment to the bidding documents and as such shall be a part of and included in the contract. Acknowledge receipt of this addendum number by listing the addendum number and issue date at the bottom of the "Bid for Lump Sum Contracts".

1.0 PURPOSE

The purpose of this addendum is to change requirements of the Alternate Bid - Low Profile Aluminum Arch Culverts.

2.0 BIDDING DOCUMENTS

Bidder shall incorporate all additional costs of this Addendum in his deduct amount to be entered under "Alternate Proposals" on the sheet entitled "Bid For Lump Sum Contracts".

3.0 SPECIFICATIONS

Add the following items to the Specifications:

Section 2722 - Aluminum Arch Culverts

2.1

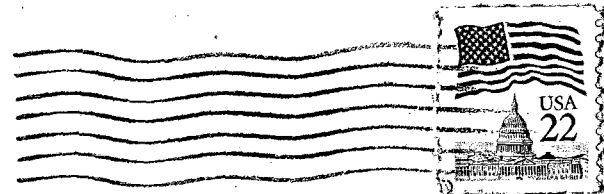
- D. Aluminum Arch Culverts shall be fabricated and installed as recommended by the manufacturer to withstand an HS-20 loading. Minimum cover over culverts shall be 3.0 feet of cement-stabilized sand compacted to 95% maximum density as determined by the AASHTO T-99 procedure.

4.0 DRAWINGS

Add the following changes to the Drawings:

- \* Sheet C3 - Detail A - Change the minimum cover dimension over the Arch Pipe Culverts from 20 inches to 36 inches.

GOODWIN-LASITER, INC.  
P. O. Box 451  
Lufkin, Texas 75901



Tyler County  
100 Courthouse  
Woodville, Texas 75949

*Refer  
Davis  
Process  
POB 64  
Lufkin 77551  
967 4161*

COUNTY OF TYLER  
CONTRACT DOCUMENTS AND SPECIFICATIONS  
FOR  
CONTRACT NO. 1  
OLD DOUCETTE ROAD  
TURKEY CREEK CULVERT

TDCA PROJECT NO. S705180

APRIL, 1986

\*\*\*\*\*

OWNER: COUNTY OF TYLER  
100 COURTHOUSE  
WOODVILLE, TEXAS 75979

\*\*\*\*\*

ENGINEER: GOODWIN-LASITER, INC.  
P.O. BOX 451  
LUFKIN, TEXAS 75901

G-L JOB NO. 203001

*Harry Kinsler  
Philip Goodwin*

COUNTY OF TYLER  
CONTRACT NO. 1  
TDCA CONTRACT NO S705180

<u>NO. OF PAGES</u>	<u>TITLE</u>
2	ADVERTISEMENT AND INVITATION FOR BIDS
6	INSTRUCTIONS TO BIDDERS
2	BID FOR LUMP SUM CONTRACTS
2	BID BOND
2	CONTRACT
1	PERFORMANCE AND PAYMENT BONDING REQUIREMENTS
2	PERFORMANCE BOND
2	PAYMENT BOND
42	GENERAL SPECIFICATIONS - GENERAL CONDITIONS (PARTS I & II)
3	GENERAL WAGE DECISION
10	WAGE DECISION INFORMATION
5	GENERAL SPECIFICATIONS - SPECIAL CONDITIONS - PART III
1	SCHEDULE OF DRAWINGS
3	CONTRACTOR'S CERTIFICATIONS
1	CERTIFICATION OF PROPOSED CONTRACTOR REGARDING SECTION 3 AND SEGREGATED FACILITIES
1	NONCOLLUSION AFFIDAVIT OF PRIME BIDDER
2	CONTRACTORS SECTION 3 PLAN
2	STATEMENT OF BIDDER'S QUALIFICATION
20	TECHNICAL SPECIFICATIONS

## ADVERTISEMENT AND INVITATION FOR BIDS

The County of Tyler, Texas will receive Bids for CONTRACT NO. 1: Construction of a Culvert, Headwalls, Wingwalls, and Creek Clearing on Turkey Creek until 10:00 a.m., (Central Standard Time) on the 25th Day of April, 1986, at the Commissioners Courtroom, Tyler County Courthouse, 100 Courthouse, Woodville, Texas 75979, at which time and place all bids will be publicly opened and read aloud.

Bids are invited upon the several items and quantities of work as follows:

Base Bid: Construct Four Barrel 8 ft. x 8 ft. Box Culvert with Headwalls, Wingwalls and Aprons and Reroute Creek Channel.

Alternate Bid: Construct Two 8 ft. x 26 ft. Aluminum Pipe Arch Culverts with Headwalls, Wingwalls, and Aprons and Reroute Creek Channel.

Contract Documents, including Drawings and Technical Specification, are on file at the office of the County Judge, Allen Sturrock at 100 Courthouse, Woodville, Texas and the Office of the Engineer, Goodwin-Isaite, Inc. 1609 S. Chestnut, Suite 202, Lufkin, Texas

Copies of the Contract Documents may be obtained by depositing \$ 25.00 with the Engineer for each set of documents so obtained. Each such deposit will be refunded if the Drawings and Contract Documents are returned in good condition within 10 days after Bid opening.

A certified check or bank draft, payable to the order of the County of Tyler, Texas negotiable U.S. Government bonds (at par value) or a satisfactory Bid Bond executed by the Bidder and an acceptable surety in an amount equal to five percent (5%) of the total Bid shall be submitted with each Bid.

Attention is called to the fact that not less than the federally determined prevailing wage rate, as issued by the Texas Department of Community Affairs and as set forth in the Contract Documents, must be paid on this project, and that the Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin.

In addition, if the prime contractor is not a minority-owned business, the prime contractor shall ensure that at least 16 percent (16%) of the funds subcontracted under this contract are awarded to minority businesses. In the event that the prime contractor does not subcontract any portion of the construction work funded under this contract, the prime contractor shall ensure that at least 16 percent (16%) of the work force employed by such prime contractor is composed of minority group members.

For the purpose of definition, the following words and terms shall have the following meanings:

1. "Minority Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, if at least 50 percent of the business is owned by minority group members or, in the case of a corporation, at least 51% of its shared are owned by minority group members.



2. "Minority Group Members" are Black Americans, Mexican Americans and other Americans of Hispanic origin, Asian Americans, American Indians, Pacific Islanders, and Alaskan Natives.

The County of Tyler, Texas reserves the right to reject any or all Bids or to waive any informalities in the bidding.

Bids may be held by the County of Tyler, Texas for a period not to exceed thirty (30) days from the date of the opening for Bids for the purpose of reviewing the Bids and investigating the qualifications of Bidders, prior to awarding of the Contract.

Date April 7, 19 86 County of Tyler, Texas

By Allen Sturrock

County Judge

## INSTRUCTIONS TO BIDDERS

### 1. USE OF SEPARATE BID FORMS

These Contract Documents include a complete set of bidding and Contract forms which are for the convenience of bidders and are not to be detached from the Contract Document, filled out, or executed. Separate copies of Bid Forms are furnished for that purpose.

### 2. INTERPRETATIONS OF ADDENDA

No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to the Local Public Agency. Any inquiry received seven or more days prior to the date fixed for opening of Bids will be given consideration. Every interpretation made to a Bidder will be in the form of an Addendum to the Contract Documents, and when issued, will be on file in the office of the Local Public Agency and the office of the Engineer at least five days before Bids are opened. In addition, all Addenda will be mailed to each person holding Contract Documents, but it shall be the Bidder's responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract and all Bidders shall be bound by such Addenda, whether or not received by the Bidders.

### 3. INSPECTION OF SITE

Each Bidder should visit the site of the proposed work and fully acquaint himself with the existing conditions there relating to construction and labor, and should fully inform himself as to the facilities involved, the difficulties and restrictions attending the performance of the Contract. The Bidder should thoroughly examine and familiarize himself with the Drawings, Technical Specifications, and all other Contract Documents. The Contractor by the execution of the Contract shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing and the Local Public Agency will be justified in rejecting any claim based on facts regarding which he should have been on notice as a result thereof.

### 4. ALTERNATIVE BIDS

~~No alternative bids will be considered unless alternative bids are specifically requested by the technical specifications.~~

### 5. BIDS

a. All Bids must be submitted on forms supplied by the Local Public Agency and shall be subject to all requirements of the Contract Documents, including the Drawings, and these

INSTRUCTIONS TO BIDDERS. All Bids must be regular in every respect and no interlineations, excisions or special conditions shall be made or included in the Bid Form by the Bidder.

b. Bid Documents including the Bid, the Bid Guaranty, the Non-Collusion Affidavit and the Statement of Bidder's Qualifications (if requested) shall be enclosed in envelopes (outer and inner), both of which shall be sealed and clearly labeled with the words "Bid Documents", project number, name of Bidder, and date and time of bid opening in order to guard against premature opening of the Bid.

c. The Local Public Agency may consider as irregular any Bid on which there is an alteration of or departure from the Bid Form hereto attached and at its option may reject the same.

d. If the Contract is awarded, it will be awarded by the Local Public Agency to a responsible Bidder on the basis of the lowest Bid and the selected Alternative Bid items, if any. The Contract will require the completion of the work according to the Contract Documents.

e. Each Bidder shall include in his Bid the following information:

Principals

Names

Social Security Numbers

Home Addresses, including City, State & Zip Code

Firm

Name

Treasury Number

Address

City, State & Zip Code

6. BID GUARANTY

a. The Bid must be accompanied by a Bid guaranty which shall not be less than 5 percent (5%) of the amount of the Bid. At the option of the Bidder, the guaranty may be a certified check, bank draft, negotiable U.S. Government Bonds (at par value), or a bid bond in the form attached. The Bid bond shall be secured by a guaranty or a surety company listed in the latest issue of U.S. Treasury Circular 570. The amount of such Bid bond shall be within the maximum amount specified for such Company in said Circular 570. No Bid will be considered unless it is accompanied by the required guaranty. Certified check or bank draft must be made payable to the order of County of Tyler, Texas. Cash deposits will not be accepted. The Bid guaranty shall insure the execution of the Agreement and the furnishing of the surety bond or bonds by the successful Bidder, all as required by the Contract Documents.

b. Revised Bids submitted before the opening of Bids, whether forwarded by mail or telegram, if representing an increase in excess of two percent (2%) of the original Bid, must have the Bid guaranty adjusted accordingly; otherwise the Bid will not be considered.

c. Certified checks or bank drafts, or the amount thereof, Bid bonds, and negotiable U.S. Government bonds of unsuccessful Bidders will be returned as soon as practical after the opening of the Bids.

#### 7. COLLUSIVE AGREEMENTS

a. Each Bidder submitting a Bid to the Local Public Agency for any portion of the work contemplated by the documents on which bidding is based shall execute and attach thereto, an affidavit substantially in the form herein provided, to the effect that he has not entered into a collusive agreement with any other person, firm, or corporation in regard to any Bid submitted.

b. Before executing any subcontract the successful Bidder shall submit the name of any proposed subcontractor for prior approval and an affidavit substantially in the form provided in Section 103 hereof.

#### 8. STATEMENT OF BIDDER'S QUALIFICATIONS

Each Bidder shall upon request of the Local Public Agency submit on the form furnished for that purpose (a copy of which is included in the Contract Documents), a statement of the Bidder's qualifications, his experience record in constructing the type of improvements embraced in the contract, his organization and equipment available for the work contemplated, and, when specifically requested by the Local Public Agency, a detailed financial statement. The Local Public Agency shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform his obligations under the Contract and the Bidder shall furnish the Local Public Agency all such information and data for this purpose as it may request. The right is reserved to reject any Bid where an investigation of the available evidence or information does not satisfy the Local Public Agency that the Bidder is qualified to carry out properly the terms of the Contract.

#### 9. UNIT PRICES

The unit price for each of the several items in the proposal of each Bidder shall include its prorata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price Bid represents the total Bid. Any Bid not conforming to this requirement may be rejected as informal. The special attention of all Bidders is called to this provision, for should conditions make it necessary to revise the quantities, no limit

will be fixed for such increased or decreased quantities nor extra compensation allowed, provided the net monetary value of all such additive and subtractive changes in quantities of such items of work (i.e., difference in cost) shall not increase or decrease the original contract price by more than twenty-five percent (25%), except for work not covered in the Drawings and Technical Specifications as provided for in Section 109 hereof. If lump-sum Bids are deemed advisable due to local conditions, this section must be revised accordingly.

10. CORRECTIONS

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

11. TIME FOR RECEIVING BIDS

a. Bids received prior to the advertised hour of opening will be securely kept sealed. The officer whose duty it is to open them will decide when the specified time has arrived, and no Bid received thereafter will be considered; except that when a Bid arrives by mail after the time fixed for opening, but before the reading of all other Bids is completed, and it is shown to the satisfaction of the Local Public Agency that the nonarrival on time was due solely to delay in the mails for which the Bidder was not responsible, such Bid will be received and considered.

b. Bidders are cautioned that, while telegraphic modifications of Bids may be received as provided above, such modifications, if not explicit and if in any sense subject to misinterpretation, shall make the Bid so modified or amended, subject to rejection.

12. OPENING OF BIDS

At the time and place fixed for the opening of Bids, the Local Public Agency will cause to be opened and publicly read aloud every Bid received within the time set for receiving Bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by representative.

13. WITHDRAWAL OF BIDS

Bids may be withdrawn on written or telegraphic request dispatched by the Bidder in time for delivery in the normal course of business to the time fixed for opening; provided, that written confirmation of any telegraphic withdrawal over the signature of the Bidder is placed in the mail and post-marked prior to the time set for Bid opening. The Bid guaranty of any Bidder withdrawing his Bid in accordance with the foregoing conditions will be returned promptly.

14. AWARD OF CONTRACT: REJECTION OF BIDS

a. The Contract will be awarded to the responsible Bidder submitting the lowest bid complying with the conditions of the Invitation for Bids. The Bidder to whom the award is made will be notified at the earliest possible date. The Local Public Agency, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in its interest.

b. The Local Public Agency reserves the right to consider as unqualified to do the work of general construction any Bidder who does not habitually perform with his own forces the major portions of the work involved in construction of the Improvements embraced in this Contract.

15. EXECUTION OF AGREEMENT: PERFORMANCE AND PAYMENT BONDS

Performance Bonds: By State statute, local governments must require a performance bond from all contractors where such contracts involve construction, alteration, or repair of buildings or other public works projects in excess of \$25,000.00. Such bonds must be executed by a corporate surety authorized to do business in the State of Texas. Performance bonds are conditioned upon "the faithful performance of the work in accordance with the plans, specifications, and contract documents". These are in effect performance guarantees to assure completion of construction. These bonds must be in the full amount of the contract price. These bonds are solely for the protection of the Contractor locality and the State. Cities and counties do, however, have the option of providing that no money will be paid to the construction contractor until completion and acceptance of the work by the city or county in lieu of such performance bonds; but only if the contract is less than \$50,000.00.

Payment Bond: A payment bond is one executed in connection with a contract (construction, alteration, or repair) to assure payment as required by law to all persons supplying labor and materials in the execution of work provided for in the contract. These bonds are required solely for the protection of all such claimants. These, like performance bonds, must be issued by a State-approved corporate surety, and must also be for one hundred percent (100%) of the contract price. The \$25,000.00 State requirement (i.e., all contracts over that amount must require Contractor localities to have one hundred percent (100%) payment bonds) is also the same.

The failure of the successful Bidder to execute such an Agreement and to supply the required bonds within ten days after the prescribed forms are presented for signature, or within such extended period as the Local Public Agency may grant, based upon

reasons determined sufficient by the Local Public Agency, shall constitute a default, and the Local Public Agency may either award the Contract to the next lowest responsible Bidder or readvertise for Bids, and may charge against the Bidder the difference between the amount of the Bid and the amount for which a Contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the Bid Bond. If a more favorable Bid is received by readvertising the defaulting Bidder shall have no claim against the Local Public Agency for a refund.

16. WAGES AND SALARIES

a. Attention of Bidders is particularly called to the requirements concerning the payment of not less than the prevailing wage and salary rates specified in the Contract Documents and the conditions of employment with respect to certain categories and classifications of employees. See GENERAL CONDITIONS, PART II.

b. The rates of pay set forth under GENERAL CONDITIONS, PART II, are the minimums to be paid during the life of the Contract. It is therefore the responsibility of Bidders to inform themselves as to local labor conditions, such as the length of work day and work week, overtime compensation, health and welfare contributions, labor supply and prospective changes or adjustments of rates.

17. EQUAL EMPLOYMENT OPPORTUNITY

Attention of Bidders is particularly called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin. (See Section 134 hereof).

BID FOR LUMP SUM CONTRACTS

PLACE Tyler County Courthouse, 100 Courthouse, Woodville, Texas 75979  
DATE April 25, 1986 PROJECT NO. TDCA S705180

Proposal of \_\_\_\_\_ (hereinafter called Bidder), a corporation organized under the laws of the State of \_\_\_\_\_/a partnership/ an individual doing business as \_\_\_\_\_ (strike out inapplicable references).

To the Honorable Allen Sturrock, County Judge of Tyler County, Texas (hereinafter called Owner).

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of a Four Barrel 8 ft. x 8 ft. Box Culvert with Headwalls, Wingwalls and Aprons and Rerouting Creek Channel having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies; and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract Documents, of which this proposal is a part.

Bidder 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 90 consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of \$500.00 for each consecutive calendar day thereafter as hereinafter provided in the GENERAL CONDITIONS.

Bidder acknowledges receipt of the following addenda:

---

BASE PROPOSAL: Bidder agrees to perform all of the Construction of a four barrel 8 ft. x 8 ft. reinforced concrete box culvert complete with headwalls, wingwalls, aprons and backfill and creek rerouting work described in the specifications and shown on the plans for the sum of \_\_\_\_\_ (\$\_\_\_\_\_). (Amount shall be shown in both words and figures. In case of discrepancy, the amount in words will govern.)

ALTERNATE PROPOSALS:

Alternative Bid: Construction of two 8 ft. x 26 ft. low profile aluminum arch culverts complete with headwalls, wingwalls, aprons and backfill and creek rerouting.

Deduct the sum of \_\_\_\_\_ (\$\_\_\_\_\_)



111  
BID FOR LUMP SUM CONTRACTS

UNIT PRICES:

For changing quantities of work items from those indicated by the contract drawings upon written instructions from the architect/engineer, the following unit prices shall prevail:

1.           N/A                   \$           N/A
2.           N/A                   \$           N/A
3.           N/A                   \$           N/A

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for. Changes shall be processed in accordance with the GENERAL CONDITIONS.

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

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bids.

Upon receipt of Owner's written acceptance of this bid, Bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by the GENERAL CONDITIONS.

The bid security attached in the sum of \_\_\_\_\_

\_\_\_\_\_ (4 \_\_\_\_\_) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully submitted:

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

\_\_\_\_\_

Title

\_\_\_\_\_

Address

(SEAL - If bid is by a corporation)

|  
BID BOND  
|

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

\_\_\_\_\_ as PRINCIPAL, AND \_\_\_\_\_

\_\_\_\_\_, as SURETY are held and firmly bound unto

\_\_\_\_\_ hereinafter called the "Local

Public Agency", in the penal sum of \_\_\_\_\_

\_\_\_\_\_ Dollars, (\$ \_\_\_\_\_), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that Whereas the Principal has submitted the Accompanying Bid,

dated \_\_\_\_\_, 19\_\_\_\_, for \_\_\_\_\_

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

IN WITNESS THEREOF, the above-bounded parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these present signed by its undersigned representative, pursuant to authority of its governing body.

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

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

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

\_\_\_\_\_ By: \_\_\_\_\_ Affix  
Corporate Seal

Attest: \_\_\_\_\_

\_\_\_\_\_ By: \_\_\_\_\_ Affix  
Corporate Seal

Countersigned

by \_\_\_\_\_

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

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_,

\_\_\_\_\_, Secretary of the Corporation named as

Principal in the within bond; that \_\_\_\_\_,

who signed the said bond on behalf of the Principal was then

\_\_\_\_\_ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested to for and in behalf of said corporation by authority of this governing body.

(Corporate Seal)

Title \_\_\_\_\_

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

SAMPLE CONTRACT\*

THIS AGREEMENT MADE THIS \_\_\_\_ day of \_\_\_\_\_, 19\_\_, by and between \_\_\_\_\_ (a corporation organized and existing under the laws of the State of Texas)(a partnership consisting of \_\_\_\_\_) an individual trading as \_\_\_\_\_ (1) hereinafter called the "Contractor", and \_\_\_\_\_, hereinafter called the "Local Public Agency".

WITNESSETH, that the Contractor and the Local Public Agency for the considerations stated herein mutually agree as follows:

ARTICLE 1. STATEMENT OF WORK.

The Contractor shall furnish all supervision, technical personnel, labor materials, machinery, tools, equipment and services, including utility and transportation services, and perform and complete all work required for the construction of the Improvements embraced in the Project; namely, \_\_\_\_\_ (Principal Items of Contract (2) \_\_\_\_\_, and required supplemental work for the \_\_\_\_\_ Project, all in strict accordance with the Contract Documents including all addenda thereto, numbered \_\_\_\_\_, dated \_\_\_\_\_ and dated \_\_\_\_\_, all as prepared by \_\_\_\_\_ acting and in these Contract documents Preparation, referred to as the "Engineer".

ARTICLE 2. THE CONTRACT PRICE

The Local Public Agency will pay the Contractor for the performance of the Contract in current funds, for the total quantities of work performed at the unit prices stipulated in the Bid for the several respective items of work completed subject to additions and deductions as approved by the TDCA (Grantor Agency) and the local public agency, and as provided in Section 109 hereof.

(In the event the statutory provisions require the Contract Price to be a fixed sum, in the absence of a Local Approved form, the following text should be substituted for Article 2:)

"ARTICLE 2. THE CONTRACT PRICE

The Local Public Agency shall pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in Section 109 hereof, the sum of \_\_\_\_\_ (3) Dollars (\$\_\_\_\_\_)." \_\_\_\_\_

- \* 1. Strike out the two terms not applicable.  
2. Supply principal items of Contract such as Grading, Paving, Water Mains, Sewers, etc.  
3. Dollar amount of Base Bid and all approved additive/deductible alternates.

ARTICLE 3. CONTRACT

The executed Contract documents shall consist of the following:

- a) This Agreement
- b) Addenda
- c) Invitation for Bids
- d) Instructions to Bidders
- e) Signed copy of Bid
- f) General Conditions, Parts I and II
- g) Special Conditions
- h) Technical Specifications
- i) Drawings (as listed in the Schedule of Drawings)

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in (4) \* original copies on the day and year first above written.

By \_\_\_\_\_ (5) \*\*  
Title \_\_\_\_\_

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

By \_\_\_\_\_  
Title \_\_\_\_\_

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

\* 4. The number of copies to be executed by the parties must be stated in the Agreement in the space provided. Such additional signed copies shall be prepared as may be required by the surety companies and others. All copies, including conformed copies, shall be compared and checked before distribution.

\*\* 5. Supply description of Contractor: Owner, Partnership or Corporation.

CERTIFICATIONS

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

\_\_\_\_\_  
Corporate Seal

## PERFORMANCE AND PAYMENT BONDING REQUIREMENTS

Pursuant to the Texas Uniform Grant and Contract Management Act of 1981, the following minimum requirements apply to all TCDP contracts exceeding \$25,000 in total value:

- (a) 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 the contract. For contracts under \$50,000, localities have the option of withholding payment to construction contractors until completion of construction and acceptance of work by the city or county in lieu of such performance bonds.
- (b) 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.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

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

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

a \_\_\_\_\_ hereinafter called Principal, and  
(Corporation/Partnership)

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

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

hereinafter called Surety, are held and firmly bound unto

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

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

hereinafter called OWNER, in the penal sum of \$ \_\_\_\_\_

\_\_\_\_\_ Dollars \$ \_\_\_\_\_

Dollars

in lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, successors, and assigns, jointly and severally, firmly in these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER dated the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

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

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

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

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

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

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counter-  
(Number)  
parts, each one of which shall be deemed an original, this the \_\_\_\_\_  
day of \_\_\_\_\_, 19\_\_.

ATTEST:

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

(SEAL)

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

ATTEST:

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

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

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.



PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

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

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

a \_\_\_\_\_, hereinafter called Principal,  
(Corporation/Partnership)

and \_\_\_\_\_  
(Name or Surety Company)

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

hereinafter called Surety, are held and firmly bound unto

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

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

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal  
entered into a certain contract with the OWNER, dated the \_\_\_\_\_  
day of \_\_\_\_\_, 19\_\_\_\_, a copy of which is hereto attached and made  
a part hereof for the construction of:

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

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

NOW, THEREFORE, if the Principal shall promptly make payment to all persons,  
firms, SUB-CONTRACTORS, and corporations furnishing materials for or per-  
forming labor in the prosecution of the WORK provided for in such contract,  
and any authorized extension or modification thereof, including all amounts  
due for materials, lubricants, oil, gasoline, coal and coke, repairs on  
machinery, equipment and tools, consumed or used in connection with the  
construction of such WORK, and all insurance premiums on said WORK, and  
for all labor, performed in such WORK whether by SUB-CONTRACTOR or  
otherwise, then this obligation shall be void; otherwise to remain in full  
force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

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

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counter-  
(Number)  
parts, each one of which shall be deemed an original, this the \_\_\_\_\_  
day of \_\_\_\_\_, 19\_\_.

ATTEST:

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

(SEAL)

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

ATTEST:

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

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

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

GENERAL CONTRACT CONDITIONS

Contract and Contract Documents

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

The Plans, Specifications and Addenda, hereinafter enumerated in Paragraph 1 of the Supplemental General Conditions shall form part of this contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth.

GENERAL CONDITIONS, PART I

- 101. Definitions.....
- 102. Superintendence.....
- 103. Subcontracts.....
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PART I

101. DEFINITIONS

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

a. The term "Contract" means the Contract executed by the Local Public Agency and the Contractor, of which these GENERAL CONDITIONS, PARTS I AND II form a part.

b. The term "Local Public Agency" means the County of Tyler, Texas which is authorized to undertake this Contract.

c. The term "Contractor" means the person, firm or corporation entering into the Contract with the Local Public Agency to construct and install the Improvements embraced in this Contract.

d. The term "Project Area" means the area within which are the specified Contract limits of the Improvements contemplated to be constructed in whole or in part under this contract.

e. The term "Engineer" means Goodwin-Lasiter, Inc. Philip W. Goodwin, P.E. Engineer in charge, serving the Local Public Agency with architectural or engineering services, his successor, or any other person or persons, employed by said Local Agency for the purpose of directing or having in charge the work embraced in this Contract, the said Engineer acting directly or having in charge the work embraced in this Contract, the said Engineer having general charge of the work or through any assistant having immediate charge of a portion thereof limited by the particular duties intrusted to him.

f. The term "Local Government" means the City (town, borough, or political subdivision) of Tyler County, Texas within which the Project Area is situated.

g. The term "Contract Documents" means and shall include the following: Executed Contract, Addenda (if any), Invitation for Bids, Instructions to Bidders, Signed Copy of Bid, General Conditions, Parts I and II, Special Conditions, Technical Specifications, and Drawings (as listed in the Schedule of Drawings.)

h. The term "Drawings" means the drawings listed in the Schedule of Drawings.

i. The term "Technical Specifications" means that part of the Contract Documents which describes, outlines and stipulates: the quality of the materials to be furnished; the quality of workmanship required; and the methods to be used in carrying out the construction work to be performed under this Contract.

j. The term "Addendum" or "Addenda" means any changes, revisions or clarifications of the Contract Documents which have been duly issued by the Local Public Agency to prospective Bidders prior to the time of receiving Bids.

k. The term "Secretary" means the Secretary of Housing and Urban Development, or other person who may be at the time acting in the capacity or authorized to perform the functions of such secretary, or the authorized representative thereof.

#### 102. SUPERINTENDENCE BY CONTRACTOR

a. Except where the Contractor is an individual and gives his personal superintendence to the work, the Contractor shall provide a competent superintendent, satisfactory to the Local Public Agency and the Engineer, on the work at all times during working hours with full authority to act for him. The Contractor shall also provide an adequate staff for the proper coordination and expediting of his work.

b. The Contractor shall lay out his own work and he shall be responsible for all work executed by him under the Contract. He shall verify all figures and elevations before proceeding with the work and will be held responsible for any error resulting from his failure to do so.

#### 103. SUBCONTRACTS

a. The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until he has submitted a non-collusion affidavit from the subcontractor in substantially the form shown below and has received written approval of such subcontractor from the Local Public Agency.

#### NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

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

(1) He is \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_ hereinafter referred to as the "Subcontractor";

(2) He is fully informed respecting the preparation and contents of the subcontractor's Proposal submitted by the subcontractor to \_\_\_\_\_, the Contractor for certain work in connection with the \_\_\_\_\_ Contract pertaining to the Project in \_\_\_\_\_ (City or County and State);

(3) Such subcontractor's Proposal is genuine and is not a collusive or sham proposal;

(4) Neither the subcontractor 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 any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract or to refrain from submitting a Proposal in connection with such Contract, or has in any manner, with any other Bidder, firm or person to fix the price or prices in said subcontractor's Proposal, or to secure through 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 subcontractor's Proposal 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 before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

\_\_\_\_\_  
Title

My commission expires \_\_\_\_\_, 19\_\_.

b. No proposed subcontractor shall be disapproved by the Local Public Agency except for cause.

c. The Contractor shall be as fully responsible to the Local Public Agency 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 provision to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the Contract.

e. Nothing contained in the Contract shall create any contractual relation between any subcontractor and the Local Public Agency.

#### 104. OTHER CONTRACTS

The Local Public Agency may award, or may have awarded other contracts for additional work, and the Contractor shall cooperate fully with such other Contractors, by scheduling his own work with that to be performed under other Contracts as may be directed by the Local Public Agency. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor as scheduled.

#### 105. FITTING AND COORDINATION OF WORK

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors, or materialmen engaged upon this Contract. He shall be prepared to guarantee to each of his subcontractors the locations and measurements which they may require for the fitting of their work to all surrounding work.

#### 106. MUTUAL RESPONSIBILITY OF CONTRACTORS

If, through acts or neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer loss or damage on the work the Contractor shall settle with such other Contractor or subcontractor by agreement or arbitration, if such other Contractor or subcontractor will so settle. If such other Contractor or subcontractor shall assert any claim against the Local Public Agency on account of any damage alleged to have been so sustained, the Local Public Agency will notify this Contractor, who shall defend at his own expense any



suit based upon such claim, and, if any judgment or claims against the Local Public Agency shall be allowed, the Contractor shall pay or satisfy such judgment or claim and pay all costs and expenses in connection therewith.

#### 107. PROGRESS SCHEDULE

a. The Contractor shall submit for approval immediately after execution of the Agreement, a carefully prepared Progress Schedule, showing the proposed dates of starting and completing each of the various sections of the work, the anticipated monthly payments to become due the Contractor, and the accumulated percent of progress each month.

b. If a lump sum Contract Price is deemed advisable, the following paragraph should be added here:

COST BREAKDOWN - The Contractor shall submit to the Local Public Agency a breakdown of his estimated cost of all Site Preparation work, so arranged and itemized as to meet the approval of the Local Public Agency. This breakdown shall be submitted promptly after execution of the agreement and before any payment is made to the Contractor for the work performed under the Contract. After approval by the Local Public Agency the unit prices established in the breakdown shall be used in estimating the amount of partial payments to be made to the Contractor.

#### 108. PAYMENTS TO CONTRACTOR

##### 1. Partial Payments

a. The Contractor shall prepare his requisition for partial payment as of the last day of the month and submit it, with the required number of copies, to the Engineer for his approval. The amount of the payment due the Contractor shall be determined by adding to the total value of work completed to date, the value of materials properly stored on the site and deducting (1) ten percent (10%) of the total amount, to be retained until final payment and (2) the amount of all previous payments. The total value of work completed to date shall be based on the estimated quantities of work completed and on the unit prices contained in the agreement. The value of materials properly stored on the site shall be based upon the estimated quantities of such materials and the invoice prices. Copies of all invoices shall be available for inspection of the Engineer. The contractor is hereby informed that the payment process is expected to take 45 to 55 days.

b. Monthly or partial payments made by the Local Public Agency to the Contractor are moneys advanced for the purpose of assisting the Contractor to expedite the work of construction. The Contractor shall be responsible for the care and protection of all materials and work upon which payments have been made until final acceptance of such work and materials by the Local Public Agency. Such payments shall not constitute a waiver of the right of the Local Public Agency to require the fulfillment

of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the Local Public Agency in all details.

c. If a lump sum contract price is deemed advisable revise:

(1) The third sentence in paragraph (a.) under "Partial Payments" to read as follows:

The total value of work completed to date shall be based upon the estimated quantities of work completed to date on each item and the unit prices established in the COST BREAKDOWN and adjusted in accordance with the value of work completed to date on approved change orders.

## 2. Final Payment

a. After final inspection and acceptance by the Local Public Agency of all work under the Contract, the Contractor shall prepare his requisition for final payment which shall be based upon the carefully measured or computed quantity of each item of work at the applicable unit prices stipulated in the Agreement. The total amount of the final payment due the Contractor under this contract shall be the amount computed as described above less all previous payments. Final payment to the Contractor shall be made subject to his furnishing the Local Public Agency with a release in satisfactory form of all claims against the Local Public Agency arising under and by virtue of his contract, other than such claims, if any, as may be specifically excepted by the Contractor from the operation of the release as provided under Section 113 hereof.

b. If a lump sum Contract Price is deemed advisable, the following paragraph should be added here:

The amount of the final payment due the contractor shall be the lump sum shown in the Agreement or this sum as adjusted by approved change orders.

c. The Local Public Agency, before paying the final estimate, may require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project) and services to the Contractor, if the Local Public Agency deems the same necessary in order to protect its interest. The Local Public Agency, however, may if it deems such action advisable make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments so made shall in no way impair the obligations of any surety or sureties furnished under this Contract.

d. Withholding of any amount due the Local Public Agency under Section 403, entitled "Liquidated Damages," under SPECIAL CONDITIONS, shall be deducted from the final payment due the contractor.

3. Withholding Payments

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

4. Payments subject to Submission of Certificates

Each payment to the Contractor by the Local Public Agency shall be made subject to submission by the Contractor of all written certifications required of him and his subcontractors by Section 204 hereof.

109. CHANGES IN THE WORK

a. The Local Public Agency may make changes in the scope of the work required to be performed by the Contractor under the Contract or making the Contract, and without relieving or releasing the Contractor from any of his obligations under the Contract or any guarantee given by him pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise. Additionally, all such change orders must be approved by the Texas Department of Community Affairs prior to execution of same.

b. Except for the purpose of affording protection against any emergency endangering health, life, limb or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the Improvements or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the Local Public Agency authorizing the Contractor to proceed with the change, after CPA has TDCA approval to do same. No claim for an adjustment of the Contract Price will be valid unless so ordered.

c. If applicable unit prices are contained in the Agreement (established as a result of either a unit price bid or a Supplemental Schedule of Unit Prices) the Local Public Agency may order the Contractor to proceed with desired unit prices specified in the Contract; provided, concerning cities, that in case of a unit price contract the net value of all changes does not increase or decrease the original total amount shown in the Agreement by more than twenty-five percent (25%) in accordance with the Section entitled Unit Prices, under INSTRUCTION TO BIDDERS. Provided, concerning counties, an increase of (25%) and a decrease of (18%).

d. If applicable unit prices are not contained in the Agreement or if the total net change increases or decreases the total Contract Price more than twenty-five percent (25%), the Local Public Agency shall, before ordering the Contractor to proceed with desired changes, request an itemized proposal from him covering the work involved in the change after which the procedure shall be as follows: (In the case of counties a 18% decrease)

(1) If the proposal is acceptable the Local Public Agency will prepare the change order in accordance therewith for acceptance by the Contractor and

(2) If the proposal is not acceptable and prompt agreement between the two parties cannot be reached, the Local Public Agency may order the Contractor to proceed with the work on a cost-plus-limited basis. A cost-plus-limited basis is defined as the net cost of the Contractor's labor, materials, and insurance plus fifteen percent (15%) of said net cost to cover overhead and profit, the total cost not to exceed a specified limit.

e. Each change order shall include in its final form:

- (1) A detailed description of the change in the work.
- (2) The Contractor's proposal (if any) or a confirmed copy thereof.
- (3) A definite statement as to the resulting change in the contract price and/or time.
- (4) The statement that all work involved in the change shall be performed in accordance with contract requirements except as modified by the change order.
- (5) The TDCA change order form must be used and the change order approved by TDCA.

f. The procedures as outlined in this section for a unit price contract also apply in the case of a lump sum contract.

110. CLAIMS FOR EXTRA COST

a. If the Contractor claims that any instructions by Drawings or otherwise involve extra cost or extension of time, he shall, within ten days after the receipt of such instructions, and in any event before proceeding to execute the work, submit his protest thereto in writing to the Local Public Agency, stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.

b. Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work, than would be reasonably estimated from the Drawings and maps issued.

c. Any discrepancies which may be discovered between actual conditions and those represented by the Drawings and maps shall at once be reported to the Local Public Agency and work shall not proceed except at the Contractor's risk, until written instructions have been received by him from the Local Public Agency.

d. If, on the basis of the available evidence, the Local Public Agency determines that an adjustment of the Contract Price and/or Time is justifiable, the procedure shall be as provided in Section 109 thereof.

111. TERMINATION: DELAYS: AND LIQUIDATED DAMAGES

a. Right of the Local Public Agency 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 Local Public Agency 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 Local Public Agency 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 Local Public Agency 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 Local Public Agency for any excess cost occasioned the Local Public Agency thereby, and in such event the Local Public Agency may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefore.

b. Liquidated Damages for Delays. If the work is not completed within the time stipulated in Section 302 hereof, including any extensions of time for excusable delays as herein provided, the Contractor shall pay to the Local Public Agency as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) for each calendar day of delay, until the work is completed, the amount as set forth in Section 303 hereof and the Contractor and his sureties shall be liable to the Local Public Agency for the amount thereof.

c. Excusable Delays. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due:

(1) To any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other national emergency;

(2) To any acts of the Local Public Agency;

(3) To causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in the performance of some other contract with the Local Public Agency, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions; and

(4) To any delay of any subcontractor occasioned by any of the causes specified in subparagraphs (1), (2), and (3) of this paragraph "c".

Provided however, that the Contractor promptly notifies the Local Public Agency within ten (10) days in writing of the cause of the delay. Upon receipt of such notification the Local Public Agency shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts

and the terms of this contract, the delay is properly excusable, the Local Public Agency shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

#### 112. ASSIGNMENT OR NOVATION

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

#### 113. DISPUTES

a. All disputes arising under this Contract or its interpretation except those disputes covered by FEDERAL LABOR-STANDARDS PROVISIONS under GENERAL CONDITIONS, PART II whether involving law or fact or both, or extra work, and all claims for alleged breach of contract shall within ten (10) days of commencement of the dispute be presented by the Contractor to the Local Public Agency for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim, but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. In the meantime the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt by the Local Public Agency of notice thereof.

b. The Contractor shall submit in detail his claim and his proof thereof. Each decision by the governing body of the Local Public Agency will be in writing and will be mailed to the Contractor by registered or certified mail, return receipt requested, directed to his last known address.

c. If the Contractor does not agree with any decision of the Local Public Agency, he shall in no case allow the dispute to delay the work but shall notify the Local Public Agency promptly that he is proceeding with the work under protest and he may then except the matter in question from the final release.

#### 114. TECHNICAL SPECIFICATIONS AND DRAWINGS

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

#### 115. SHOP DRAWINGS

a. All required shop drawings, machinery details, layout drawings, etc. shall be submitted to the Engineer in 3 copies for approval sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting and rechecking if necessary. The Contractor may proceed, only at his own risk, with manufacture or installation of any equipment or work covered by said shop drawings, etc. until they are approved and no claim, by the Contractor, for extension of the contract time shall be granted by reason of his failure in this respect.

b. Any drawings submitted without the Contractor's stamp of approval will not be considered and will be returned to him for proper resubmission. If any drawings show variations from the requirements of the Contract because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of contract price and/or time otherwise the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though the drawings have been approved.

c. If a shop drawing is in accord with the contract or involves only a minor adjustment in the interest of the Local Public Agency not involving a change in contract price or time, the Engineer may approve the drawing. The approval shall be general, shall not relieve the Contractor from his responsibility for adherence to the contract or for any error in the drawing, and shall contain in substance the following:



"The modification shown on the attached drawing is approved in the interest of the Local Public Agency to effect an improvement for the Project and is ordered with the understanding that it does not involve any change in the Contract Price or time; that it is subject generally to all Contract stipulation and covenants; and that it is without prejudice to any and all rights of the Local Public Agency under the Contract and surety bond or bonds,"

#### 116. REQUESTS FOR SUPPLEMENTARY INFORMATION

It shall be the responsibility of the Contractor to make timely requests of the Local Public Agency for any additional information not already in his possession which should be furnished by the Local Public Agency under the terms of this Contract, and which he will require in the planning and execution of the work. Such requests may be submitted from time to time as the need is approached, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and list the various items and the latest date by which each will be required by the Contractor. The first list shall be submitted within two weeks after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Engineer may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provisions of this Section.

#### 117. MATERIALS AND WORKMANSHIP

a. Unless otherwise specifically provided for in the Technical Specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the Technical Specifications as "equal to" any particular standard, the Engineer shall decide the question of equality.

b. The Contractor shall furnish to the local Public Agency for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which he contemplates installing together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval as required full information concerning all other materials or articles which he proposes to incorporate in the work. (See Section 118 thereof.)

c. Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.

d. Materials specified by reference to the number or symbol of a specific standard, such as an A.S.T.M. Standard, a Federal Specification or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in such reference. The standards referred to, except as modified in the Technical Specifications shall have full force and effect as though printed therein.

e. The Local Public Agency may require the Contractor to dismiss from the work such employee or employees as the Local Public Agency or the Engineer may deem incompetent, or careless, or insubordinate.

#### 118. SAMPLES, CERTIFICATES AND TESTS

a. The Contractor shall submit all material or equipment samples, certificates, affidavits, etc., as called for in the contract documents or required by the Engineer, promptly after award of the contract and acceptance of the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been approved in writing by the Engineer. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the contract time.

b. Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information which will assist the Engineer in passing upon the acceptability of the sample promptly. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.

c. Approval of any materials shall be general only and shall not constitute a waiver of the Local Public Agency's right to demand full compliance with Contract requirements. After actual deliveries, the Engineer will have such check tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the Engineer will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable.

d. Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:

- (1) The contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the Engineer;
- (2) The Contractor shall assume all costs of re-testing materials which fail to meet contract requirements;
- (3) The Contractor shall assume all costs of testing materials offered in substitution for those found deficient;
- (4) The Local Public Agency will pay all other expenses.

#### 119. PERMITS AND CODES

a. The Contractor shall give all notices required by and comply with all applicable laws, ordinances, and codes of the Local Government. All construction work and/or utility installations shall comply with all applicable ordinances, and codes including all written waivers. Before installing any work, the Contractor shall examine the Drawings and Technical Specifications for compliance with applicable ordinances and codes and shall immediately report any discrepancy to the Local Public Agency. Where the requirements of the Drawings and Technical Specifications fail to comply with such applicable ordinances or codes, the Local Public Agency will adjust the Contract by Change Order to conform to such ordinances or codes (unless waivers in writing covering the difference have been granted by the governing body or department) and make appropriate adjustment in the Contract Price or stipulated unit prices.

Should the Contractor fail to observe the foregoing provisions and proceed with the construction and/or install any utility at variance with any applicable ordinance or code, including any written waivers (notwithstanding the fact that such installation is in compliance with the Drawings and Technical Specifications), the Contractor shall remove such work without cost to the Local Public Agency, or a Change Order will be issued to cover only the excess cost the Contractor would have been entitled to receive if the change had been made before the Contractor commenced work on the items involved.

b. The Contractor shall at his own expense, secure and pay to the appropriate department of the Local Government the fees or charges for all permits for street pavement, sidewalks, sheds, removal of abandoned water taps, sealing of house connection drains, pavement cuts, buildings, electrical, plumbing, water, gas and sewer permits required by the local regulatory body or any of its agencies.

c. The Contractor shall comply with applicable local laws and ordinances governing the disposal of surplus excavation, materials, debris and rubbish on or off the Project Area and commit no trespass on any public or private property in any operation due to or connected with the Improvements embraced in this Contract.

#### 120. CARE OF WORK

a. The Contractor shall be responsible for all damages to person or property that occur as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the Local Public Agency.

b. The Contractor shall provide sufficient competent watchmen, both day and night, including Saturdays, Sundays, and holidays, from the time the work is commenced until final completion and acceptance.

c. In an emergency affecting the safety of life, limb or property, including adjoining property, the Contractor, without special instructions or authorization from the Local Public Agency, is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act. He shall likewise act if instructed to do so by the Local Public Agency. Any compensation claimed by the Contractor on account of such emergency work will be determined by the Local Public Agency as provided in Section 109 hereof.

d. The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and he shall at his own expense completely repair any damage thereto caused by his operations.

e. The Contractor shall store up, brace, underpin, secure, and protect as may be necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the Improvements embraced in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the Local Public Agency from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the Local Public Agency may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

#### 121. ACCIDENT PREVENTION

a. No laborer or mechanic employed in the performance of this Contract shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety as determined under construction safety & health standards promulgated by the Secretary of Labor.

b. The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the Local Public Agency may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable laws.

c. The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the Local Public Agency with reports concerning these matters.

d. The Contractor shall indemnify and save harmless the Local Public Agency from any claims for damages resulting from property damage, personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this contract.

#### 122. SANITARY FACILITIES

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

#### 123. USE OF PREMISES

a. The Contractor shall confine his equipment, storage of materials, and construction operations to the Contract Limits as shown on the Drawings and as prescribed by ordinances or permits, or as may be desired by the Local Public Agency, and shall not unreasonably encumber the site or public rights of way with his materials and construction equipment.

b. The Contractor shall comply with all reasonable instructions of the Local Public Agency and all existing state & local regulations regarding signs, advertising, traffic, fires, explosives, danger signals, and barricades.

#### 124. REMOVAL OF DEBRIS, CLEANING, ETC.

The Contractor shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the Project Area and public rights of way reasonably clear. Upon completion of the work, he shall remove all temporary construction facilities, debris and unused materials provided for the work, and put the whole site of the work and public rights of way in a neat and clean condition. Trash burning on the site of the work will be subject to prior approval of the Local Public Agency and existing State and local regulations.

## 125. INSPECTION

a. All materials and workmanship shall be subject to inspection, examination, or test by the Local Public Agency and the Engineer at any and all times during manufacture or construction and at any and all places where such manufacture or construction is carried on. The Local Public Agency shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge therefore. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the Local Public Agency may by contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any monies which may be due the Contractor, without prejudice to any other rights or remedies of the Local Public Agency.

b. The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required. (See Section 118 hereof.) All tests by the Local Public Agency will be performed in such manner as not to delay the work unnecessarily and will be made in accordance with the provisions of the Technical Specifications.

c. The Contractor shall notify the Local Public Agency sufficiently in advance of backfilling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the Local Public Agency, the Contractor shall uncover for inspection and recover such facilities all at his own expense, when so requested by the Local Public Agency.

d. Should it be considered necessary or advisable by the Local Public Agency at any time before final acceptance of the entire work to make an examination of work already completed by uncovering the same, the Contractor shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any important or essential respect, due to fault of the Contractor or his subcontractors the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, plus 15 percent of such costs to cover superintendence, general expenses and profit, shall be allowed the Contractor and he shall, in addition, if completion of the work of the entire Contract has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

e. Inspection of materials and appurtenances to be incorporated in the Improvements embraced in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the Technical Specifications, shall be final, except as regards (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the Project Site.

f. Neither inspection, testing, approval nor acceptance of the work in whole or in part, by the Local Public Agency or its agents shall relieve the Contractor or his sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract.

#### 126. REVIEW BY LOCAL PUBLIC AGENCY

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

#### 127. FINAL INSPECTION

a. When the Improvements embraced in this Contract are substantially completed, the Contractor shall notify the Local Public Agency in writing that the work will be ready for final inspection on a definite date which shall be stated in the notice. The notice will be given at least ten (10) days prior to the date stated for final inspection, and bear the signed concurrence of the representative of the Local Public Agency having charge of inspection. If the Local Public Agency determines that the status of the Improvements is as represented, it will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon thereafter as is practicable. The inspection party will also include the representatives of each department of the Local Government having in charge improvements of like character when such Improvements are later to be accepted by the Local Government.

#### 128. DEDUCTION FOR UNCORRECTED WORK

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



## 129. 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 Local Public Agency, nor shall the Contractor allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been 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 Special Conditions.

c. Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall 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 Special Conditions 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 Special Conditions.

e. Builder's Risk Insurance (Fire and Extended Coverage): Until the project is completed and accepted by the Local Public Agency, the Local Public Agency, or Contractor (at the Local Public Agency's option as indicated in the Special Conditions) 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 Local Public Agency, the Contractor, and 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 Local Public Agency 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 Local Public Agency."

### 130. PATENTS

The Contractor shall hold and save the Local Public Agency, its officers, and employees, harmless from liability of any nature or kind, including costs 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, specifically stipulated in the Technical Specifications.

### 131. WARRANTY OF TITLE

No material, supplies, or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease-purchase or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by him to the Local Public Agency free from any claims, liens, or charges. Neither the Contractor nor any person, firm, or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement or appurtenance thereon. Nothing contained in this paragraph, however, shall defeat or impair the right of

persons furnishing materials or labor to recover under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the Contractor in the hands of the Local Public Agency. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

### 132. GENERAL GUARANTY

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the Improvements embraced in this Contract by the Local Public Agency or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of Twelve (12) months from the date of final acceptance of the work. (Supply in the blank the number of calendar months over which the guaranty will extend. This period of time should be determined in line with the character of the improvements and local practice in this respect.)

The Local Public Agency will give notice of defective materials and work with reasonable promptness.

### 133. COMPLIANCE WITH AIR AND WATER ACTS

In compliance with the Clean Air Act, as amended, 42 U.S.C. 1857 et. seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et. seq., and the regulations of the Environmental Protection Agency with respect thereto the contractor agrees that:

- (1) Any facility to be utilized in the performance of this contract or any subcontract shall not be a facility listed on the EPA List of Violating Facilities pursuant to 40 CFR 15.20.
- (2) He will comply with all requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1251) 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 & guidelines issued thereunder.
- (3) He will promptly notify the owner 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) He will include or cause to be included the provisions of paragraph (1) through (4) of this section in every nonexempt subcontract and that he will take such action as the Government may direct as a means of enforcing such provisions.

134. EQUAL EMPLOYMENT OPPORTUNITY

- 1) If the contract amount is \$10,000 or less, the following conditions shall apply:

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

- a. The Contractor will not discriminate against any employee or the 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; lay off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the owner setting forth the provisions of this nondiscrimination clause.
- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- c. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

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

- a. 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.
- b. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trace on all construction work in the covered area, are as follows from the October 3, 1980 Federal Register.

Timetables	Goals for minority participation for each trade	Goals for female participation in each trade
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22.6%

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.

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.

- c. 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.
- d. 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) Minority Participation Requirements

- a. Contractor shall ensure that at least 16 percent (16%) of the funds subcontracted under this contract are awarded to minority businesses. In the event Contractor's prime contractor does not subcontract any portion of the construction work funded under this contract, Contractor shall ensure that at least 16 percent (16%) of the work force employed by such prime contractor is composed of minority group members.
- b. For the purpose of this requirement, the following words and terms shall have the following meanings:
  - i. "Minority Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, if at least 50 percent of the business is owned by minority group members or, in the case of a corporation, at least 51 percent of its shares are owned by minority group members.
  - ii. "Minority Group Members" are Black Americans, Mexican Americans and other Americans of Hispanic origin, Asian Americans, American Indians, Pacific Islanders, and Alaskan Natives.
  - iii. "Administrative Services" include management consultants, engineers, architects, appraisers, auditors, attorneys, accountants, and other professionals.
- c. None of the requirements of this Section 21 shall apply if the percentage of the total population of Contractor's jurisdiction composed of minority group members is less than five percent (5%).
- d. The Contractor shall implement the specific affirmative action standards provided in paragraphs 3a 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. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

- e. 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.
- f. 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.
- g. 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:
  - i. 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.
  - ii. 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.
  - iii. 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 therefore, along with whatever additional actions the Contractor may have taken.

- iv. 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.
- v. 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 3b above.
- vi. 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.
- vii. 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.



- viii. Disseminate the Contractor's EEO policy externally by including it in any advertising in the 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.
- ix. 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.
- x. 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.
- xi. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- xii. 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.
- xiii. 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.
- xiv. 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.

- xv. 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.
- xvi. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- h. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (3a 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 3a 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.
- i. 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 under-utilized).
- j. 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.

- k. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- l. 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.
- m. 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 3 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.
- n. The Contractor 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 when 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 locations 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.
- o. 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).

135. Section 503 Handicapped (if \$2,500 or Over)

Affirmative Action for Handicapped Workers

1. 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.
2. 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.
3. 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.
4. 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.
5. 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 non-compliance.

136. Section 402 Veterans of the Vietnam Era (if \$10,000 or Over)

Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era

1. The contractor will not discriminate against any

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4. The reports required by paragraph (2) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the contractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period, (2) the number of nondisabled veterans of the Vietnam era hired, (3) the number of disabled veterans of the Vietnam era hired, and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 1787. The contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this contract identifying data for each hiring location. The contractor shall maintain at each hiring location copies of the reports submitted until the expiration of one year after final payment under the contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment, and placement.
5. Whenever the contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the contractor is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system of subsequent contracts. The contractor may advise the State system when it is no longer bound by this contract clause.
6. This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 States, the District of Columbia, Puerto Rico, Guam, and the Virgin Islands.
7. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
8. 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.
9. 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 notice shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employees.

10. 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 the Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam Era.
11. The contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulation, or orders of the Secretary issued pursuant to 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.

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

1. 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.

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

1. 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 substantial part by persons residing in the area of the project.
2. 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 forth in 24 CFR Part 135, 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.

3. 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 the 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.
4. 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.
5. Compliance with the provisions of Section 3, the regulations set forth 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 and 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.

139. NONSEGREGATED FACILITIES

1. The Contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his



control, where segregated facilities are maintained. The Contractor covenants that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. As used in this paragraph the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The Contractor agrees that prior to award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, that he will retain such certifications in his files.

140. INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS

1. No member of or delegate to the Congress of the United States and no Resident Commissioner shall be admitted to any share or part of this Contract or to any benefit to arise from same: Provided, that the foregoing provision of this section shall not be construed to extend to this Contract if made with a corporation for its general benefit.
2. No member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the Project is located, and no other public official of such locality or localities who exercises any functions or responsibilities in connection with the Project during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any Contract or Subcontract, or the proceeds thereof, for work to be performed under this Contract.

The Contractor will include the provisions of paragraphs (1) and (2) in every Subcontract so that such provisions will be binding upon each Subcontractor.



201 Applicability

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

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

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

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

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

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

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

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

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate)

HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

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

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

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

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

204 (i) **Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof) of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act, daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such

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

(f) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC, 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

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

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

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

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

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

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

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

**2.05 (f) Apprentices and Trainees. Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an

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

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

**2.06 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.

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

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

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

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

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

211 - 10. (f) **Certification of Eligibility.** By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

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

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

212 - **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.

\*\*213 - **Contract Work Hours and Safety Standards Act.** As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek unless such laborer or mechanic receives com-

ensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, whichever is greater.

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

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

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

#### 214. **Health and Safety**

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

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

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

\*\* **EFFECTIVE JANUARY 1, 1986 THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT REQUIREMENT THAT CONTRACTORS PAY EMPLOYEES TIME AND ONE-HALF THEIR BASIC RATE OF PAY FOR HOURS WORKED IN EXCESS OF 8 HOURS PER DAY WAS ELIMINATED FROM THE ACT. OVERTIME COMPENSATION FOR HOURS WORKED IN EXCESS OF 40 HOURS PER WEEK CONTINUES TO BE REQUIRED ( EMPHASIS ADDED )**

GENERAL WAGE DECISION NO. TX86-30

Supersedes General Wage Decision No. TX85-4039

State: TEXAS

County(ies): ZONE 1 - Camp, Cass, Delta, Fannin, Franklin, Hopkins, Hunt, Lamar, Marion, Morris, Rains, Red River, Rusk, Titus, Upshur, Van Zandt & Wood  
ZONE 2 - Bowie, Gregg, Harrison, Kaufman & Smith  
\*\*\*\* ZONE 3 - Anderson, Angelina, Cherokee, Henderson, Houston, Jasper, Nacogdoches, Newton, Panola, Polk, Sabine, San Augustine, San Jacinto, Shelby, Trinity & Tyler  
\*\*\*\*

Construction Type: Heavy & Highway

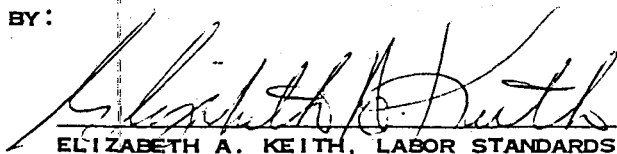
Construction Description: Heavy (excluding tunnels & dams) and Highway Projects (does not include building structures in rest area projects).

Modification Record: No. Publication Date Page No.(s)

\*\*\*\*ZONE 3 IS APPLICABLE TO THE TYLER COUNTY STREET PAVING, DITCH REGRADING AND CLEANING, NEW BRIDGE CONSTRUCTION, DRAINAGE STRUCTURE REPLACEMENTS AND RELATED CONSTRUCTION CONTRACT WORK\*\*\*\*\*

FUNDED UNDER THE TEXAS COMMUNITY DEVELOPMENT PROGRAM, TDCA CONTRACT NUMBER S705180

APPROVED BY:

  
ELIZABETH A. KEITH, LABOR STANDARDS  
OFFICER, TDCA, CDHD

MARCH 11, 1986  
DATE ISSUED

	Basic Hourly Rates (ZONES 1 & 2 )	**** Basic Hourly Rates (ZONE 3) ****
AIR TOOL OPERATOR	-	5.50
ASPHALT HEATER OPERATOR	6.00	-
ASPHALT RAKER	7.00	5.65
BATCHING PLANT SCALE OPERATOR	7.90	-
CARPENTER	7.30	8.00
CARPENTER HELPER	6.00	6.70
CONCRETE FINISHER (PAVING)	7.75	7.75
CONCRETE FINISHER HELPER (PAVING)	6.15	-
CONCRETE FINISHER (STRUCTURES)	7.00	7.90
CONCRETE FINISHER HELPER (STRUCTURES)	6.15	6.15
CONCRETE RUBBER	-	6.10
FORM BUILDER (STRUCTURES)	7.05	7.05
FORM BUILDER HELPER (STRUCTURES)	5.95	5.85
FORM LINER (PAVING & CURB)	7.30	-
FORM SETTER (PAVING & CURB)	7.75	-
FORM SETTER HELPER (PAVING & CURB)	6.00	-
FORM SETTER (STRUCTURES)	7.45	6.75
FORM SETTER HELPER (STRUCTURES)	5.95	5.50
LABORER, COMMON	5.10	5.35
LABORER, UTILITY	6.00	5.95
MECHANIC	7.90	8.35
MECHANIC HELPER	-	6.85
OILER	6.50	-
SERVICER	6.30	6.60
PAINTER (STRUCTURES)	7.00	-
PAINTER HELPER (STRUCTURES)	6.00	-
PIPELAYER	5.50	-
REINFORCING STEEL SETTER (PAVING)	6.95	-
REINFORCING STEEL SETTER (STRUCTURES)	7.50	8.00
REINFORCING STEEL SETTER HELPER	6.10	6.00
STEEL WORKER (STRUCTURAL)	7.70	-
SPREADER BOX MAN	6.25	-
POWER EQUIPMENT OPERATORS:		
Asphalt Distributor	7.65	7.00
Asphalt Paving Machine	7.75	7.20
Broom or Sweeper Operator	5.25	6.00
Bulldozer 150 HP & Less	7.10	7.45
Bulldozer over 150 HP	7.75	7.95
Concrete Paving Curing Machine	7.00	-
Concrete Paving Finishing Machine	5.50	-
Concrete Paving Saw	7.00	-
Paving Sub Grader	8.00	-
Crane, Clamshell, Backhoe, Derrick, Dragline, Shovel (less than 1 1/2 CY)	7.60	7.55
Crane, Clamshell, Backhoe, Derrick, Dragline, Shovel (1 1/2 CY & Over)	7.95	8.00
Foundation Drill Operator (Truck Mounted)	10.00	10.50
Foundation Drill Operator Helper	8.00	7.50
Front End Loader (2 1/2 CY & less)	6.80	6.85

\*\*\*\*ZONE 3 IS APPLICABLE TO THE TYLER COUNTY STREET PAVING, DITCH REGRADING AND CLEANING, NEW BRIDGE CONSTRUCTION, DRAINAGE STRUCTURE REPLACEMENTS AND RELATED CONSTRUCTION CONTRACT WORK\*\*\*\*\*

FUNDED UNDER THE TEXAS COMMUNITY DEVELOPMENT PROGRAM, TDCA CONTRACT NUMBER S705180

Front End Loader (Over 2 1/2 CY)	8.00	**** 7.05
Motor Grader Operator, Fine Grade	8.65	8.00
Motor Grader Operator	7.70	7.85
Roller, Steel Wheel (Plant-Mix Pavement)	6.20	6.10
Roller, Steel Wheel (Other-Flat Wheel or Tamping)	6.55	6.55
Roller, Pneumatic (Self-Propelled)	6.25	6.40
Scrapers (17 CY & Less)	6.60	6.35
Scrapers (Over 17 CY)	7.00	7.25
Self Propelled Hammer	7.00	-
Side Boom	6.25	-
Tractor (Crawler Type) 150 HP & Less	6.25	-
Tractor (Crawler Type) over 150 HP	7.50	-
Tractor (Pneumatic) 80 HP & Less	6.00	-
Tractor (Pneumatic) over 80 HP	6.60	-
Traveling Mixer	6.50	6.50
Trenching Machine, Heavy	7.50	-
TRUCK DRIVERS:		
Single Axle, Light	5.85	6.30
Single Axle, Heavy	6.65	6.30
Tandem Axle or Semi-trailer	6.30	6.55
Lowboy-Float	6.50	7.20
WELDER	7.50	-

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

\*\*\*\*ZONE 3 IS APPLICABLE TO THE TYLER COUNTY STREET PAVING, DITCH REGRADING AND CLEANING, NEW BRIDGE CONSTRUCTION, DRAINAGE STRUCTURE REPLACEMENTS AND RELATED CONSTRUCTION CONTRACT WORK\*\*\*\*\*

FUNDED UNDER THE TEXAS COMMUNITY DEVELOPMENT PROGRAM, TDCA CONTRACT NUMBER S705180



# TEXAS DEPARTMENT OF COMMUNITY AFFAIRS

MARK WHITE  
Governor

RAFAEL QUINTANILLA  
Executive Director

## TEXAS COMMUNITY DEVELOPMENT PROGRAM DAVIS-BACON ACT/PREVAILING WAGE RATE DETERMINATION

TO: MRS. BETH WAXMAN  
DAVID J. WAXMAN, INC.  
POST OFFICE DRAWER 900  
JASPER, TEXAS 75951

FROM: DIRECTOR, TEXAS COMMUNITY DEVELOPMENT PROGRAM

RE: TDCA CONTRACT NUMBER S705180 (TYLER COUNTY STREET PAVING, DITCH REGRADING AND CLEANING, NEW BRIDGE CONSTRUCTION, DRAINAGE REPLACEMENT AND RELATED CONSTRUCTION CONTRACT WORK)

1. TYPE OF CONSTRUCTION:  BUILDING  RESIDENTIAL  HIGHWAY  HEAVY

2. APPLICABLE PUBLISHED DECISION AND FEDERAL REGISTER DATES:

DECISION NUMBER

FEDERAL REGISTER PUBLICATION DATE

TX86-30, ZONE 3

JANUARY 3, 1986

NOTE: TDCA RULES REQUIRE THAT THE ATTACHED DECISION MUST BE INCORPORATED WITHOUT CHANGE OR CORRECTION (ERASER AND/OR INSERTION) INTO THE BID SPECIFICATIONS AND CONSTRUCTION CONTRACT DOCUMENTS.

3. UNPUBLISHED DOL DECISION NUMBER AND DATES:

NONE

APPROVED:

  
ELIZABETH KEITH, LABOR STANDARDS OFFICER  
TEXAS COMMUNITY DEVELOPMENT AND HOUSING PROGRAM

MARCH 11, 1986

DATE

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).

CC: TYLER COUNTY 1985 TDCA COMMUNITY DEVELOPMENT CONTRACT FILE  
THE HONORABLE ALLEN STURROCK, COUNTY JUDGE, TYLER COUNTY  
JOE BRANNAN, REGIONAL COORDINATOR, TDCA, CDHD

ATTACHMENTS:

TX86-30, ZONE 3  
TCDP/HUD 4230A  
HUD-4010 (AMENDED)



AN EQUAL OPPORTUNITY EMPLOYER  
BOX 13166, CAPITOL STATION  
PHONE: (512) 834-6000 or 1-800-252-9642

8317 CROSS PARK DRIVE

AUSTIN, TEXAS 78711-3166



TCDP WAGE RATE DETERMINATION REQUEST

TDCA CONTRACT NUMBER S705180 PHASE N/A OR PARCEL N/A  
 LOCATION Near Woodville CITY Near Woodville COUNTY Tyler  
 ESTIMATED COST OF CONSTRUCTION/REMODELING (In incorporated area) \$ 326,278.00  
 DESCRIPTION OF PROGRAM ACTIVITY: HOUSING/REHAB MODERNIZATION  
 PUBLIC FACILITIES X ECONOMIC DEVELOPMENT \_\_\_\_\_ OTHER \_\_\_\_\_  
 IF REORDER, PRIOR DECISION NUMBER: N/A DATE: \_\_\_\_\_  
 DESCRIPTION OF WORK: (BE SPECIFIC) Asphalt paving of approximately 2.27 miles of the old Doucette Road and the construction of a bridge over Turkey Creek  
 TYPE OF CONSTRUCTION/BUILDING: COMMERCIAL \_\_\_\_\_ RESIDENTIAL \_\_\_\_\_ HEAVY \_\_\_\_\_  
 HIGHWAY X  
 TYPE OF MATERIAL IN CONSTRUCTION: FRAME N/A MASONRY N/A OTHER N/A  
 NUMBER OF STORIES: N/A NUMBER OF UNITS: N/A  
 ELEVATOR REQUIRED? N/A  
 IF DEMOLITION STATE WHETHER: RESIDENTIAL N/A COMMERCIAL \_\_\_\_\_ NO. OF STORIES \_\_\_\_\_  
 PARKING AREA \_\_\_\_\_ NO. OF SPACES \_\_\_\_\_ PAVING REQUIRED \_\_\_\_\_  
 EXCAVATION \_\_\_\_\_ LAND CLEARING \_\_\_\_\_ LANDSCAPING \_\_\_\_\_  
 COMMENTS: NONE

EST. ADVERTISING DATE March 1, 1986 EST. START OF CONSTRUCTION April 1, 1986  
 APPROXIMATE DATE CONTRACT TO BE AWARDED March 21, 1986  
 PERSON REQUESTING DETERMINATION Beth Waxman TELEPHONE 409/384-3458  
 AGENCY David J. Waxman, Inc.  
 ADDRESS Box 900  
Jasper, Texas 75951  
 DATE January 11, 1986

REQUEST TO BE FORWARDED TO:

Texas Department of Community Affairs  
 Community Development & Housing Division

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

TELEPHONE: 512/443-4100

NOTE: 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.

77-85, 2002

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

a.  Use area determination issued for this area

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

-312

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)443-4100ext.301

Date of Request  
1/11/86

Est. Advertising Date  
3/1/86

Est. Bid Opening Date  
3/21/86

Prior Decision Number (if any)  
N/A

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)  
Unincorporated area near the City of Woodville

County  
Tyler

State  
Texas

Address to which wage determination should be mailed. Must be complete and include ZIP Code. (Print or type)  
Director, Community Development Program  
Texas Department of Community Affairs  
Post Office Box 13166  
Austin, Texas 78711  
ATTN: Elizabeth A. Keith

Wage Survey by Agency Attached  
 YES  NO

Wage Survey by Agency in Progress  
 YES  NO

Description of Work (Be specific) (Print or type)  
Asphalt paving of approximately 2.27 miles of the Old Doucette Road and the construction of a bridge over Turkey Creek.

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

Asbestos workers

Boilermakers

Bricklayers

Carpenters

Cement masons

Electricians

Glaziers

Ironworkers

Laborers, (specify classes)

Common

Utility

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 types)

Motor grader

Roler, pneumatic

Crane operator

Other crafts  
 See attached list.

DET006 # 14 - 301

ATTACHMENT 6-C

Spreader Box Man

Water Truck Operator

Asphalt Distributor

Asphalt Paving Machine

Broom or Sweeper Operator

Backhoe

Front-end Loader

Side Broom

Form Setters

## INSTRUCTIONS - SUPPLEMENTAL CLASSIFICATIONS

The Regulations of the Secretary of Labor, 29 CFR, Part 5 Section 5.5(a) (1) (ii) provide that the contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract, shall be classified or reclassified conformably to the wage determination. A report of the action taken shall be sent by the State Agency to the Department of Labor. This is mandatory.

Important points to be considered are as follows:

1. The wage determination should be reviewed to see if there is a classification that can be used to cover the work to be performed.
2. If there is no appropriate classification in the schedule, determine whether the classification requested is generally used in the construction industry and the rate requested is prevailing locally.
3. The wage rates and fringe benefits should be not less than those prevailing on the date of the applicable wage determination decision.

The rates of pay will be established as follows:

1. Signed statements with respect to prevailing rates listing the classification of labor to be employed and the prevailing minimum wage rate for each will be obtained from the secretaries of the Associated General Contractors (AGC) and the Building Trades Council (BTC) having jurisdiction, where possible.
2. If statements from the Secretaries of the AGC and the BTC are not applicable, or impossible to obtain, the following procedure will be used:

Secure letters from at least three (3) contractors who normally work in the area of the project indicating what they pay employees in the needed classifications. These statements and any other material will form the basis of the minimum prevailing rates to be established.

The interested parties, including the employees or their authorized representative, must agree on the classification and wage rate.

In the event the interested parties, including the employees who are not represented by organized labor, cannot reach agreement as to the proper classification or reclassification, the matter shall be referred to the Texas Community Development Program (for forwarding to the Department of Labor for final determination).

This report should not be utilized to add the classification and rate for Helpers and other such subclassifications. These classifications are included in the wage determination decisions when the information available to the Department of Labor indicates that a practice of using such subclassifications prevails in the area.

This form is intended to be self-explanatory. All pertinent information must be reported and supporting data attached. Each supplemental classification action must be approved by the Texas Community Development Program Labor Standards Officer and sent to the Employment Standards Administration, U.S. Department of Labor, Washington, D.C.

TEXAS COMMUNITY DEVELOPMENT PROGRAM  
 REPORT OF ADDITIONAL CLASSIFICATION AND RATE  
 (SEE INSTRUCTIONS ON REVERSE)

DATE OF REPORT

TO: DIRECTOR, COMMUNITY DEVELOPMENT PROGRAM  
 TEXAS DEPARTMENT OF COMMUNITY AFFAIRS  
 8317 CROSS PARK DRIVE  
 AUSTIN, TEXAS 78754-5124

FROM: (NAME AND ADDRESS CONTRACT CITY/COUNTY)

NAME OF PROJECT

PROJECT NUMBER

LOCATION OF PROJECT (CITY, COUNTY AND STATE)

DESCRIPTION OF WORK

IN ORDER TO COMPLETE THE PROJECT, IT IS NECESSARY TO ESTABLISH WAGE RATE FOR THE FOLLOWING CLASSIFICATIONS NOT INCLUDED IN THE U.S. DEPARTMENT OF LABOR WAGE DETERMINATION DECISION NO \_\_\_\_\_ DATED \_\_\_\_\_

CLASSIFICATION(S) (LIST)

BASIC HOURLY RATE(S)

FRINGE BENEFIT PAYMENTS

NAME, ADDRESS AND ZIP CODE OF LABOR ORGANIZATION

NAME, ADDRESS AND ZIP CODE OF CONTRACTOR

TITLE OF LABOR ORGANIZATION'S REPRESENTATIVE

TITLE OF CONTRACTOR'S REPRESENTATIVE

- SUPPORTING DOCUMENTS ATTACHED.
- THE INTERESTED PARTIES, INCLUDING THE EMPLOYEES OR THEIR AUTHORIZED REPRESENTATIVES AGREE ON THE CLASSIFICATION AND WAGE RATE.
- THE INTERESTED PARTIES, INCLUDING THE EMPLOYEES OR THEIR AUTHORIZED REPRESENTATIVES CANNOT AGREE ON THE PROPER CLASSIFICATION AND WAGE RATE. A DETERMINATION OF THE QUESTION BY THE SECRETARY OF LABOR IS THEREFORE REQUESTED. AVAILABLE INFORMATION AND RECOMMENDATIONS ARE ATTACHED.

- APPROVED (PENDING ACCEPTANCE AND FINAL APPROVAL BY U S DEPARTMENT OF LABOR)

ELIZABETH A KEITH LABOR STANDARDS OFFICER  
 TEXAS COMMUNITY DEVELOPMENT PROGRAM

DATE

**NOTE: FEDERAL LABOR STANDARDS PROVISIONS AMENDMENT**

**ATTACHED FEDERAL LABOR STANDARDS PROVISIONS CONTAIN AN AMENDMENT AFFECTING REQUIREMENTS UNDER THE 'CONTRACT WORK HOURS AND SAFETY STANDARDS ACT'. PLEASE REFER TO PAGE 3 (OR 462) FOR THE NOTATION AMENDING SECTION 213. ALL CONSTRUCTION CONTRACTS PERFORMING WORK UNDER A TDCA COMMUNITY DEVELOPMENT PROGRAM FUNDED PROJECT AND AWARDED AFTER JANUARY 1, 1986 SHOULD CONTAIN THE AMENDED PROVISIONS.**

GENERAL CONDITIONS - PART II  
Federal Labor Standards Provisions

U.S. Department of Housing  
and Urban Development



201 **Applicability**

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

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

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

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

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

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

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

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

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate)

HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

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

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

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

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

204 (i) **Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such

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

(f) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC, 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

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

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

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

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

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

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

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

**205 (i) Apprentices and Trainees.** Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an

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

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

**206 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.

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

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



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

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

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

211 - 10. (i) **Certification of Eligibility.** By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

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

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

212 - **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.

\*\*213 - **Contract Work Hours and Safety Standards Act.** As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek unless such laborer or mechanic receives com-

ensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, whichever is greater.

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

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

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

#### 214 Health and Safety

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

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

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

\*\* EFFECTIVE JANUARY 1, 1986 THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT REQUIREMENT THAT CONTRACTORS PAY EMPLOYEES TIME AND ONE-HALF THEIR BASIC RATE OF PAY FOR HOURS WORKED IN EXCESS OF 8 HOURS PER DAY WAS ELIMINATED FROM THE ACT. OVERTIME COMPENSATION FOR HOURS WORKED IN EXCESS OF 40 HOURS PER WEEK CONTINUES TO BE REQUIRED ( EMPHASIS ADDED)

GENERAL SPECIFICATIONS

SPECIAL CONDITIONS

PART III

301. PROJECT SITE

(The "SPECIAL CONDITIONS" provide a flexible Division of the Contract Documents in which to place provisions which contain elements that vary from one project to another, and which cover situations peculiar to the Project involved. The conditions outlined may require modification to fit the local situation or it may be necessary to include additional provisions to amplify the Contract requirements.)

The Project Area consists of the area within the property limits bounded in general by a 500 feet radius of the intersection of Turkey Creek and Old Doucette Road in Tyler County, Texas all as shown on the Turkey Creek Culvert Plans designated as Drawing(s) No. (s) C1, C2 and C3

302. TIME FOR COMPLETION

a. The work which the Contractor is required to perform under this Contract shall be commenced at the time stipulated by the Local Public Agency in the Notice to Proceed to the Contractor and shall be fully completed within ninety (90) consecutive calendar days thereafter.

303. LIQUIDATED DAMAGES

As actual damages for any delay in completion of the work which the Contractor is required to perform under this contract are impossible of determination, the Contractor and his Sureties shall be liable for and shall pay to the Local Public Agency the sum of Five Hundred Dollars (\$ 500.00) as fixed, agreed and liquidated damages for each calendar day of delay from the above stipulated for completion, or as modified in accordance with Section 109 hereof, until such work is satisfactorily completed and accepted.

(The minimum amount of the liquidated damages per calendar day should be sufficient to reimburse the Local Public Agency for all salaries for inspectors, the HUD Site Representative, and overhead expense due to the Contractor having failed to complete the improvements embraced in this Contract within the time stipulated for completion.)

304. SPECIAL HAZARDS

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

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

As required under Section 129 of the General Conditions the Contractor's Public Liability Insurance and Vehicle Liability Insurance shall be in an amount not less than \$500,000 for injuries, including accidental death, to any one person, and subject to the same limit for each person, in an amount not less than \$500,000 on account of one accident, and Contractor's Property Damage Insurance in an amount not less than \$500,000.

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.

306. BUILDER'S RISK INSURANCE

As provided in the General Conditions, Section 129 (e), the Contractor will/will not maintain Builder's Risk Insurance (fire and extended coverage) on a 100 percent completed value basis on the insurable portions of the project for the benefit of the Local Public Agency, the Contractor, and all subcontractors, as their interests may appear.

307. RESPONSIBILITIES OF CONTRACTOR

Except as otherwise specifically stated in the Contract Documents and Technical Specifications, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, heat, power, transportation, superintendence, temporary construction of every nature, charges, levies, fees or other expenses and all other services and facilities of every nature whatsoever necessary for the performance of the Contract and to deliver all Improvements embraced in this Contract complete in every respect within the specified time.

308. COMMUNICATIONS

a. All notices, demands, requests, instructions, approvals, proposals and claims must be in writing.

b. Any notice to or demand upon the Contractor shall be sufficiently stated on the signature page of the Agreement (or at such other office as the Contractor may from time to time designate in writing to the Local Public Agency), or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.

c. All papers required to be delivered to the Local Public Agency shall, unless otherwise specified in writing to the Contractor, be delivered to the County Judge at 100 Courthouse, Woodville, Texas 75979 and any notice to or demand upon the Local Public Agency shall be sufficiently given if so delivered, or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission to said Local Public Agency at such address, or to such other representatives of the Local Public Agency or to such other address as the Local Public Agency may subsequently specify in writing to the Contractor for such purpose.

d. Any such notice shall be deemed to have been given as of the time of actual delivery or (in the case of mailing) when the same should have been received in due course of post, or (in the case of telegrams) at the time of actual receipt, as the case may be.

e. This section does not apply to decisions given pursuant to section 113(b) of this contract.

### 309. JOB OFFICES

a. The contractor shall furnish and maintain, during construction of the Improvements embraced in this Contract adequate facilities on the Project Area or adjacent thereto for the use of the Local Public Agency and its Engineers, as follows:  
(Describe facilities)

b. The Contractor and his subcontractors may maintain such office and storage facilities on the Site as are necessary for the proper conduct of the work. These shall be located so as to cause no interference to any work to be performed on the Site. The Local Public Agency shall be consulted with regard to locations.

c. Upon completion of the Improvements, or as directed by the Local Public Agency the Contractor shall remove all such temporary structures and facilities from the Site, same to become his property, and leave the Site of the work in the condition required by the Contract.

d. Consideration should be given to the deletion of paragraph "a" if the time set for completion of the Improvements is less than sixty (60) days. It may also be deleted if a job office has been otherwise provided or usable space is available in existing buildings.

e. If a job office is required specify in detail the facilities and services required, such as adequate office space, light, heat, hot and cold water, toilet facilities, janitor service, local telephone, closets, plan racks, etc.

310. PARTIAL USE OF SITE IMPROVEMENTS

The Local Public Agency, at its election, may give notice to the Contractor and place in use those sections of the Improvements which have been completed, inspected and can be accepted as complying with the Technical Specifications and if in its opinion each such section is reasonably safe, fit, and convenient for the use and accommodation for which it was intended, provided;

- a. The use of such sections of the Improvements shall in no way impede the completion of the remainder of the work by the Contractor.
- b. The Contractor shall not be responsible for any damages or maintenance costs due directly to the use of such sections.
- c. The use of such sections shall in no way relieve the Contractor of his liability due to having used defective materials or to poor workmanship.
- d. The period of guarantee stipulated in the Section 132 hereof shall not begin to run until the date of the final acceptance of all work which the Contractor is required to construct under this Contract.

311. WORK BY OTHERS

(It may be that local ordinances or regulations require connections, or disconnections, from utilities or sewers to be made by designated departments or companies. These facts should be obtained and inserted in this Section. The costs, if any, to the Contractor should be stated in paragraph "b". Delete such items not applicable.)

The following work will be done by others:

a. At no expense to the Contractor:

- (1) On site:
  - (a) ... N/A .....
  - (b) ... N/A .....
  - etc.

- (2) Off site:
  - (a) ... N/A .....
  - (b) ... N/A .....

b. At the expense of the Contractor:

(1) On site:

(a)...N/A.....

(b)...N/A.....

etc.

### 312. CONTRACT DOCUMENTS AND DRAWINGS

The Local Public Agency will furnish the Contractor without charge five (5) (Insert number to be supplied without cost to the Contractor which should be determined by the magnitude of the Contract and probable number of subcontracts) copies of the Contract Documents, including Technical Specifications and Drawings. Additional copies requested by the Contractor will be furnished at cost.

GENERAL SPECIFICATIONS

SCHEDULE OF DRAWINGS

<u>Drawing No.</u>	<u>Date</u>	<u>Title</u>
C1	March 31, 1986	Culvert Plans
C2	March 31, 1986	Culvert Details
C3	March 31, 1986	Culvert Details

All Drawings (and Technical Specifications) for the Improvements embraced in the Contract which will be taken over and maintained by the Local Government for public use should be:

- (1) prepared in accordance with local standards and ordinances; and
- (2) approved by the designated head of the proper department of the Local Government, before being included in the Contract Documents.

TECHNICAL SPECIFICATIONS

The Engineer must prepare and attach to these Contract Documents, detailed Technical Specifications covering all items of work involved in the construction of the Improvements as planned. All Technical Specifications for utilities and other underground construction must contain appropriate Sections covering the recording of all necessary data and measurements required for the preparation of the "As-built" Drawings as specified.

## CONTRACTOR CERTIFICATIONS

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  <b>CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY</b>	
<b>INSTRUCTIONS</b>	
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.	
<b>CERTIFICATION BY BIDDER</b>	
NAME AND ADDRESS OF BIDDER <i>(Include ZIP Code)</i>	
1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. <input type="checkbox"/> Yes <input type="checkbox"/> No	
2. Compliance reports were required to be filed in connection with such contract or subcontract. <input type="checkbox"/> Yes <input type="checkbox"/> No	
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100. <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> None Required	
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended? <input type="checkbox"/> Yes <input type="checkbox"/> No	
NAME AND TITLE OF SIGNER <i>(Please type)</i>	
SIGNATURE	DATE

Replaces Form HUD-4238 CD-1, which is Obsolete

HUD-950.1 (11-78)



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

TO (Appropriate Recipient):	DATE
c/o	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 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

Date \_\_\_\_\_

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

By \_\_\_\_\_

**WARNING**

U.S. Criminal Code, Section 1010, Title 18, U.S.C., provides in part: "Whoever . . . makes, passes, issues 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."

SAMPLE  
CERTIFICATION OF PROPOSED CONTRACTOR REGARDING  
SECTION 3 AND SEGREGATED FACILITIES

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Project Name and 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 and Title of Signer (Type or Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
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 \_\_\_\_\_.

SAMPLE

CONTRACTOR'S SECTION 3 PLAN

(Name of Contractor) 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 with the city the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within and servicing the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.
- C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. To insert this 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 (greater than \$10,000) which are typically let on a negotiated rather than a bid basis in areas other than the Section 3 covered project areas are also let on a negotiated basis, whenever feasible, will let in a Section 3 covered project area.
- F. To formally contact unions, subcontractors, and trade associations to secure their cooperation in this effort.
- G. To insure that all appropriate project area business concerns are notified of pending 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.
- J. To maintain records concerning the amount and number of contracts, subcontracts, and purchases which contribute to Section 3 objectives.

Contractor's Section 3 Plan  
Page Two

- K. To maintain records of all projected workforce needs for all phases of the project by occupation, trade, skill level, and number of positions and to update these projections based on the extent to which hiring meets Section 3 objectives.

As officers and representatives of \_\_\_\_\_ (name of company),  
We the undersigned have read and fully agree to the Section 3 Affirmative Action  
Plan, and become a party to the full implementation of the program and its provisions.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## STATEMENT OF BIDDER'S QUALIFICATIONS

(To be submitted by the Bidder only upon the specific request of the Local Public Agency.)

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

1. Name of Bidder. ....
2. Permanent main office address.
3. When organized.
4. If a corporation, where incorporated.
5. How many years have you been engaged in the contracting business under your present firm or trade name?
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
7. General character of work performed by your company.
8. Have you ever failed to complete any work awarded to you?
9. Have you ever defaulted on a contract?
10. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed.
11. List your major equipment available for this contract.
12. Experience in construction work similar in importance to this project.
13. Background and experience of the principal members of your organization, including the officers.
14. Credit available: \$ \_\_\_\_\_.
15. Give Bank reference: \_\_\_\_\_.
16. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the \_\_\_\_\_?
17. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the \_\_\_\_\_ in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at \_\_\_\_\_ this \_\_\_\_ day of  
\_\_\_\_\_, 19\_\_.

\_\_\_\_\_  
By \_\_\_\_\_  
Title \_\_\_\_\_

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

\_\_\_\_\_ being duly sworn deposes  
and says that he is \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_ and that the answers to the foregoing questions  
and all statements therein contained are true and correct.

Subscribed and sworn to before me this \_\_\_\_ day of  
\_\_\_\_\_, 19\_\_.

\_\_\_\_\_  
My commission expires \_\_\_\_\_, 19\_\_.



TYLER COUNTY  
TURKEY CREEK CULVERT  
SPECIFICATIONS

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<u>SECTION</u>	<u>TITLE</u>
02110	CLEARING
02220	STRUCTURAL EXCAVATION AND BACKFILL
02243	CEMENT-STABILIZED SAND BACKFILL
02270	SEEDING FOR EROSION CONTROL
02722	ALUMINUM ARCH CULVERTS
03310	CONCRETE STRUCTURES

## SECTION 02110

### CLEARING

#### 1.0 GENERAL

#### 1.1 DESCRIPTION

This section governs for the removal and disposal of trees, stumps, brush, logs, rubbish, and other objectionable matter within proposed right-of-ways or site.

#### 2.0 PRODUCTS

#### 2.1 EQUIPMENT AND MATERIALS

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

#### 3.0 EXECUTION

#### 3.1 GENERAL

- A. Construction Methods: The entire area of construction shall be cleared of all trees, stumps, brush, logs, and rubbish. All stumps shall be removed to a depth of two (2) feet below finish grade or elevation.
- B. Clearing: Clearing consists of the removal and disposal of trees, stumps, brush, logs, rubbish and other objectionable materials within the construction area.
- C. Stripping - Strip topsoil from construction area and stockpile for later use in finishing sitework.

#### 3.2 PROTECTION

- A. Protection of Existing Utilities - Verify the location of underground utilities and structures. Take necessary precautions to protect existing utilities and structures from damage due to operations. Damage to utilities and structures shall be repaired to original condition.
- B. Protection of Plants - 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 by substantial wooden boxes and guards. Hand excavation may be required where machine excavation is not possible. Take care in felling trees authorized for removal. Tree limbs broken during such operations, shall be trimmed with a clean cut and painted with an approved tree pruning compound.

### 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. Restore site to original condition.

### 3.4 INSPECTION

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

## SECTION 02220

### STRUCTURAL EXCAVATION AND BACKFILL

#### 1.0 GENERAL

##### 1.1 DESCRIPTION

- A. This section governs excavation for placing structures; disposal of such excavated material; and backfilling around completed structures to the level of original ground or finished grade.
- B. Work to include all necessary pumping or bailing, sheeting, drainage, construction, and removal of any required cofferdams.
- C. Unless otherwise provided, work to provide for removal of old structures or portions thereof, trees, and all other obstructions necessary to the proposed construction.

##### 1.2 QUALITY ASSURANCE

- A. Contractor to be responsible for incorporating recommendations contained in the soil report.
- B. Unless specified otherwise excavation is not permitted outside a horizontal distance from footing line equal to depth of footing.

#### 2.0 PRODUCTS

##### 2.1 BACKFILL

- A. Excavated Material - Natural excavated materials free of peat, muck, silt, organic materials, debris or other extraneous material.
- B. Select Fill - When required as a result of unacceptable natural material or by plans, provide select fill with PI of less than 15.

##### 2.2 SEAL SLABS

Concrete to meet provisions of Concrete Specifications in these documents.

#### 3.0 EXECUTION

##### 3.1 CONSTRUCTION METHODS

###### A. General

1. Make excavation to lines and depths indicated or established by 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 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.

#### B. 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 water-tight 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.

#### C. 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 36 hours after seal slab has set.

D. 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.
3. Compact to 90 percent standard Proctor, ASTM D-698-70.
4. Do not place backfill against walls for minimum of 7 days after structure has been in place.
5. Place backfill against walls of partially completed structure only after approval of Engineer.
6. 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.

## SECTION 02243

### CEMENT-STABILIZED SAND BACKFILL

#### 1.0 GENERAL

##### 1.1 DESCRIPTION

Cement stabilization of select material for use as bedding or backfill for structures. Earthwork must conform with dimensions and typical sections shown, and within lines and grades established on the drawings.

##### 1.2 RELATED WORK

Section 02220 - STRUCTURAL EXCAVATION AND BACKFILL  
Section 02722 - ALUMINUM ARCH CULVERTS  
Section 03310 - CONCRETE STRUCTURES

#### 2.0 PRODUCTS

##### 2.1 SAND

Provide sand from an approved source free from clay, limes, organic or other deleterious material and having a plasticity index of 4 or less.

##### 2.2 PORTLAND CEMENT

Furnish Portland cement to conform with ASTM C150, Type 1.

##### 2.3 WATER

Water shall be reasonably clean and free from injurious amounts of oils, acids, salts, organic matter, or other deleterious materials.

##### 2.1 EQUIPMENT

- A. Provide approved placing and mixing equipment in satisfactory working condition.
- C. Provide equipment to allow for continuous prosecution of work.

#### 3.0 EXECUTION

##### 3.1 PROPORTIONING AND MIXING

Add not less than 1.1 sacks of Portland cement to stabilize one ton of sand mixture. Add required amount of water and mix thoroughly in an approved mixture.

### 3.2 BEDDING PROCEDURES

- A. Place cement stabilized sand in a trench or excavation prepared for the structure to the depth shown on the drawings.
- B. After bedding material is in place, set forms in position to grade.
- C. Compact with mechanical hand tamping to at least 95% density using ASTM D698 procedure.

### 3.3 BACKFILL PROCEDURES

- A. Place stabilized sand to the lines and grades shown on the plans.
- B. Place cement sand material at optimum moisture content in layers not exceed 12 inches measured loose.
- C. Compact with mechanical hand tamping to at least 95% density using ASTM D698.



## SECTION 02270

### SEEDING FOR EROSION CONTROL

#### 1.0 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 such areas as are designated on the plans and in accordance with these specifications.

#### 2.0 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 Oats	Melilotus officinalis	90%	90%
Oats	Avena sativa	85%	85%

#### 2.2 FERTILIZER

##### A. General:

"Fertilizer" shall consist of providing and distributing fertilizer over such areas as are designated on the plans and in accordance with these specifications.

B. 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, the 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.

3.0 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

Type 2

Buffel Grass                        10 lb.        March through May

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

- A. 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.

- B. 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.

### 4.0 PAYMENT

No separate payment will be made for the work covered by this section of the specifications, and all costs in connection therewith will be included in the contract price for the item to which the work pertains.

## SECTION 02722

### ALUMINUM ARCH CULVERTS

#### 1.0 GENERAL

#### 1.1 DESCRIPTION

This Section governs for construction of circumferentially ribbed structures for the purpose of storm sewer facilities.

#### 1.2 RELATED WORK

Section 02220 - Structural Excavation and Backfill

#### 1.3 REFERENCE STANDARDS

AASHTO M219 - Aluminum Alloy Structural Plate for Pipe, Pipe Arches, and Arches

ASTM B308 - Aluminum Alloy Standard Structural Shapes, Rolled or Extruded.

#### 2.0 PRODUCTS

##### 2.1 PLATES

- A. Plates are to be fabricated from aluminum alloy 5052-H141.
- B. Chemical properties are to conform to ASTM B209.
- C. Mechanical properties are to conform to AASHTO M219-82.

##### 2.2 EXTRUSIONS

- A. Extrusions (circumferential ribs) are to be used to reinforce the plate as stiffeners.
- B. Use extrusions (ribs) of two types being made of alloy 6061-T6.

##### 2.3 NUTS AND BOLTS

- A. Fasten structural plate sheets with galvanized steel (ASTM A307) bolts or stainless steel (ASTM A193) where more corrosive environments are encountered.
- B. Galvanized steel nuts and bolts are to be zinc coated in accordance with ASTM 153.
- C. Attachment to concrete footings, headwalls, and toewalls should be performed by using 3/4"x9" galvanized steel hook bolts.

## 2.4 CONCRETE AND GROUTS

- A. Concrete to be poured next to aluminum shall contain no early set admixtures.
- B. Grout shall be non-metallic, non-shrink material containing no corrosion promoting agents.

## 3.0 EXECUTION

### 3.1 DELIVERY AND STORAGE

- A. Inspect products for damage concurrent with unloading.
- B. Store products in a safe clean area protected from elements.

### 3.2 INSTALLATION

#### A. Site Preparation

- 1. Excavate the trench with resulting soil beneath, beside, and above the conduit for a distance equal to two-thirds the conduit width having a minimum dry density of 95%.
- 2. Trench is to be at least three feet wider than the conduit (one and one-half feet each side). It is preferable that the trench be three feet each side of conduit where space permits.

#### B. Bedding

- 1. Top eight (8) inches of bedding to be free of large rocks, roots, or any other foreign material.
- 2. Bedding foundation material to be stable granular material.

#### C. Assembly - Assemble in accordance with pipe manufacturer's specifications.

#### D. Backfill

- 1. Backfill material to be well graded, granular material.
- 2. Place backfill symmetrically on each side of conduit in six (6) to eight (8) inch layers.
- 3. Compact each layer to 95% density in accordance with AASHTO T-99, ASTM D698.

- 4. Maximum cover to be eight (8) inches.

## SECTION 03310

### CONCRETE STRUCTURES

#### 1.0 GENERAL

##### 1.1 DESCRIPTION

- A. This item governs for construction of concrete structures, foundations, and slabs-on-ground.
- B. Contractor assumes responsibility for design of concrete.

##### 1.2 RELATED WORK

- A. Structural Excavation and Backfill
- B. Lightweight Concrete Structures
- C. Steel Structures

##### 1.3 QUALITY ASSURANCE

- A. Submittals
  - 1. Submit mix designs for strength.
  - 2. Samples - Submit samples of the following for testing:
    - (a) Aggregate samples indicating full range of size and type.
    - (b) Admixes proposed for use.
    - (c) Cement proposed for use.
- B. Tests - Make test specimens to maintain check on concrete strength throughout job.

##### 1.4 REFERENCE STANDARDS

- ACI 211 - Recommended Practice for Selecting Proportions for Normal Weight Concrete.
- ACI 301 - Specifications for Structural Concrete for Buildings.
- ACI 305 - Recommended Practice for Hot Weather Concreting.
- ACI 306 - Recommended Practice for Cold Weather Concreting.
- ACI 315 - Detailing Reinforced Concrete Structures.
- ACI 318 - Building Code Requirements for Reinforced Concrete.
- ASTM A185 - Specifications for Welded Wire Fabric.
- ASTM A615 - Specifications for Deformed Reinforcing Steel.
- ASTM C33 - Specifications for Concrete Aggregates.
- ASTM C94 - Specifications for Ready-Mixed Concrete.
- ASTM C150 - Specifications for Portland Cement.
- ASTM C260 - Specifications for Air-Entraining Admixtures for Concrete.

#### 2.0 PRODUCTS

##### 2.1 CONCRETE

Ready mixed conforming to ASTM C94 or site mixed.

- A. Cement - ASTM C150, Type 1; no caked cement; one brand for one structure; deliver in bags for site mixing.
- B. Water - Free from oils, acids, alkalis, organic matter, salts, or other deleterious substances.
- C. Coarse Aggregate - ASTM C33. Refer to ACI 301-3.6 for maximum size, other than the following:
  - 1. Slabs-on-Ground - 1-1/2 inches maximum.
  - 2. Grade Beams - 1 inch maximum.
  - 3. Drilled Piers - 1 inch maximum.
- D. Fine Aggregate - Natural sand meeting requirements of ASTM C33.
- E. Admixture
  - 1. Water Reducer and Set Retarded - ASTM C494; A, B, or D. Do not use chlorides.
  - 2. Air Entrainer - ASTM C260.
  - 3. Approved Manufacturers - Obtain written approval for admixture manufacturers other than:
    - (a) Gifford-Hill.
    - (b) W.R. Grace.
    - (c) Sika Chemical Corp.
  - 4. Super Plasticizer - (Contractor's Option) Provide a high range water reducer conforming to ASTM C494, Type F. Use amount recommended by the manufacturer.
    - (a) "PSI Super" as manufactured by Gifford Hill, Inc.
    - (b) "WRDA-19" as manufactured by W.R. Grace.
    - (c) "Sikament" as manufactured by Sika Chemical Corp.

F. Classification

Class	Type	Min 28day Compress. Strength (Lbs. per sq. in.)	Max Water Content per bag Cement (Gal.)	Min. Cement (Bags / Cu. Yd.)	Consistency Range in Slump (In)	Air Content (%)
A	Structural Foundations, Slab-on-Ground	3,000	6.25	5.25	2-1/2 to 5-1/2	4 to 6
B	Structural Foundations, Slab-on-Ground	4,000	6.25	5.50	2-1/2 to 5-1/2	4 to 6
C	Slope Paving, Fill, or Pipe Blocking	2,000	8.5	4.25	3 to 6	
D	Seal Slab	---	---	4.0	5 to 8	N/A

Include in maximum water, free water in aggregate minus absorption of aggregate based on a thirty-minute absorption period. Class "A" Structural concrete is to be used for structures, foundations, and slabs unless otherwise specified on plans. Slump ranges may be exceeded when super plasticizers are used.

## 2.2 REINFORCING STEEL

- A. Bars - ASTM A615 (Deformed).
  - 1. No. 3 Bars - Grade 40.
  - 2. No. 4 and Larger Bars - Grade 60.
- B. Welded Wire Fabric - ASTM A185.

## 2.3 EXPANSION JOINT

- A. Unless otherwise shown expansion joint material to be asphalt or asphalt impregnated fiber joint in accordance with ASTM D994 or ASTM D1751 respectively.
- B. Preformed rubber or cork in accordance with ASTM D1752.

## 2.4 CURING MATERIAL

- A. Water - Free from oils, acids, alkalis, salts, or other deleterious materials.
- B. Cotton Mats - Filling material of cotton "bat" (min. 12 oz. per sq. yd.) with unsized cloth covering (min. 6 oz. per sq. yd.)

## 2.5 FORM LUMBER

Seasoned, of good quality, and free from loose or unsound knots, knot holes, twists, shakes or decay.

## 2.6 GROUT

- A. Grout - One part Portland Cement to two parts sand.
- B. 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 deg. F and 90 deg. F.



## 2.7 PERMANENT MOISTURE BARRIER

Provide polyethylene film with minimum thickness of .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.

## 3.0 EXECUTION

### 3.1 FORMS

- A. Lumber - Mortar tight; smooth surface; true to line and grade, and adequately braced.
- B. Provide plywood or masonite surfaces for concrete faces to be rub finished.
- C. Remove dirt, sawdust, nails, and other foreign material from formed spaces.

### 3.2 BUILT-IN ITEMS

Install pipe, sleeves, bolts, anchors, and other cast-in-place items securely. Use templates to set built-in items accurately.

### 3.3 JOINTS

No horizontal joints will be permitted in concrete Work except as shown on the Drawings. Make stops in concrete placing with vertical bulkheads at locations approved by the Engineer prior to placement.

### 3.4 REINFORCING STEEL

- A. Bend, clean, place and tie in accordance with ACI Standards. Support slab steel on chairs as approved by Engineer.
- B. Splice bars with calculated stress in accordance with ACI Standards, Class C, unless noted.
- C. Lap bars not carrying design stress 30 diameters, but not less than 12 inches.
- D. Lap welded wire fabric by one full pattern width in each direction.

### 3.5 INSPECTION

Do not place concrete until forming, reinforcement, and built-in items have been inspected and approved by the Engineer.

### 3.6 SUBGRADE

- A. Dampen subgrades not covered with membrane by sprinkling immediately before placing concrete. Omit when subgrade is already damp.
- B. Dry out soggy subgrade before placing slabs unless wetting is uniform and placing can be done without damage to subgrade.
- C. Place slab screeds to precise elevations.
- D. Obtain the Engineer's approval of subgrade and screeds prior to concrete placement.

### 3.7 MIXING CONCRETE

- A. Mix and deliver in accordance with ASTM C94.
- B. Clean and maintain equipment for good operation.
- C. 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.

### 3.8 PLACING CONCRETE

- A. General Requirements
  - 1. Give notice before placement.
  - 2. Place in daylight hours.
  - 3. Discharge within one hour after start of mixing.
- B. Handling and Transporting
  - 1. Use method to prevent segregation.
  - 2. Use buckets, chutes, buggies, pipes, troughs, or pumping.
  - 3. Protect against sun and wind, to prevent loss of slump and workability.
  - 4. Use of aluminum equipment not permitted.
- C. Depositing
  - 1. Continuous horizontal layers twelve inches thick in structures and foundations.
  - 2. Slabs and Flatwork
    - (a) Drop concrete in position; do not draw or rake concrete laterally to position.
    - (b) Place concrete continuously in any one part of the Work. If a whole part of the Work cannot be placed monolithically, place to construction joints indicated on Drawings, or as approved. Retighten forms, clean hardened surfaces, and cover with bonding compound before placing against hardened concrete.
    - (c) Place sloped concrete from bottom up.
    - (d) Use temporary screeds to maintain levels and slopes as required. Provide adequate support for screeds to maintain accurate elevations.

3. Limit free fall to five feet.
4. Use tremies for free fall over five feet.
5. Maintain temperature above 50 deg. F.
6. Use retarding agent for air temperatures above 85 deg. F.
7. Provide thermometer for temperature verification.

### 3.9 CURING CONCRETE

- A. Cure for six consecutive curing days.
- B. Cure high-early-strength concrete for three consecutive curing days.
- C. "Curing Day" is a calendar day whose temperature is above 50 deg. F for at least 19 hours.

### 3.10 FORM REMOVAL

- A. Remove forms under slabs, beams, or girders after seven days.
- B. Remove all other forms after two days.

### 3.11 PATCHING CONCRETE

Patch honeycomb and tie holes.

### 3.12 DEFECTIVE WORK

Repair or replace immediately after form removal at Contractor's expense.

### 3.13 SLAB FINISH

- A. Floor Slabs - Steel trowel finish.
- B. Sidewalks - Steel trowel and broom finish.
- C. Foundations - Wood float finish.

### 3.14 RUB-FINISHED SURFACES

- A. Rub-finish exposed vertical and battered surface from six inches below final ground line or low water to top.
- B. No rubbing required for structures extending twelve inches or less above ground or water.
- C. Prove two rubbings.
  1. First with No. 16 carborundum stone.
  2. Second with No. 30 carborundum stone.
- D. Finish to provide clean, smooth, uniform surface.


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 14 1986 at 10:00 A.M.  
in the Commissioners Courtroom, First Floor, Tyler County Courthouse

A G E N D A

1. APPROVE PAYING BILLS FROM AUDITORS OFFICE.
2. APPROVE COUNTY TREASURERS MONTHLY REPORT.
3. APPROVE COUNTY AUDITORS MONTHLY REPORT.

  
Allen Sturrock, County Judge  
Tyler County, Texas

8:45A  
MAR 11 1986  
GRACE BOSTICK, COUNTY CLERK  
TYLER COUNTY, TEXAS

BY: 

DANET BROWN