

SPECIFICATIONS AND
CONTRACT DOCUMENTS

FOR

TYLER COUNTY, TEXAS
TYLER COUNTY SPECIAL UTILITY DISTRICT
WATER SYSTEM IMPROVEMENT PROJECT
(MATERIAL BID)

GLO CDBG-DR CONTRACT NO. 20-065-087-C248



Prepared by:

LJA ENGINEERING, INC.


Texas Registered Engineering Firm F-1386
2615 Calder Avenue, Suite 500
Beaumont, Texas 77702

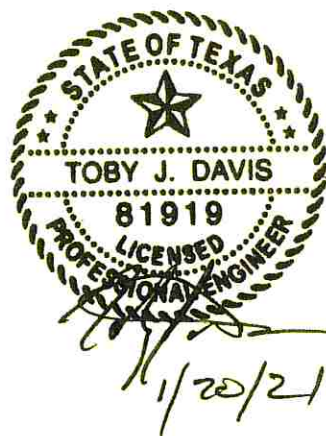
JANUARY 2021

APPROVED:

LJA ENGINEERING, INC.

BY:


Toby J. Davis, Vice President
P.E. No. 81919



**Tyler County Special Utility District
Tyler County, Texas
Water System Improvement Project
GLO Contract No. 20-065-087-C248**

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Materials/Equipment

Advertisement and Invitation for Bids

The Tyler County, Texas will receive **material bids** for the Tyler County Special Utility District – Water System Improvements Project – GLO CDBG-DR Contract No. 20-065-087-C248 until 10:30 a.m., on Monday, February 8, 2021 at the temporary Tyler County Auditor's Office located at 507 North Pine Street, Woodville, Texas 75979. The bids will be publicly opened and read aloud during the Tyler County Commissioners Court at 11:00 a.m. on Monday, February 8, 2021 at 203 West Dogwood Street, Woodville, Texas 75979.

Bid/Contract Documents, including Technical Specifications are on file at www.civcastusa.com. There is no cost to view the contract documents, and printing can be done through the website. Hard copies of the Bidding Documents will not be sold. Complete sets of Bidding documents shall be used in preparing Bids: neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents. Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Material and do not confer a license or grant for any other purpose.

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

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

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

Jacques Blanchette, County Judge

Tyler County, Texas

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

Materials/Equipment

Instructions to Bidders

1. Interpretations or Addenda

No oral interpretations will be made to any bidder. Each request for an interpretation shall be made in writing to Tyler County, Texas no less than seven (7) days prior to the bid opening. Each interpretation made will be in the form of an Addendum to the contract documents and will be distributed to all parties holding contract documents no less than seven (7) days prior to the bid opening. It is, however, the bidder's responsibility to make inquiry as to any addenda issued. All such addenda shall become part of the contract documents and all bidders shall be bound by such addenda.

2. Alternate bid items

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

3. Bids

- a) All bids must be submitted on the forms provided and are subject to all requirements of the Contract Documents, including the Drawings.
- b) All bids must be regular in every respect and no interlineation, excisions or special conditions may be made or included by the bidder.
- c) Bid documents, including the bid, and the bid bond shall be sealed in an envelope and clearly labeled with the words "Bid Documents," the project number, name of bidder and the date and time of bid opening.
- d) The Grant Recipient may consider as irregular any bid on which there is an alteration of or departure from the bid form and, at its option, may reject any irregular bid.
- e) If a contract is awarded, it will be awarded to a responsible bidder on the basis of the lowest/best bid and the selected alternate bid items, if any.

4. Bid Modifications Prior to Bid Opening

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

5. Bid Bond

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

6. Corrections

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

7. Time for Receiving Bids

Bids received prior to the advertised hour of opening shall be kept securely sealed. The officer appointed to open the bids shall decide when the specified time has arrived and no bid received thereafter will be considered.

8. Opening of Bids

The Grant Recipient shall, at the time and place fixed for the opening of bids, publicly open and read aloud each bid, irrespective of any irregularities therein.

9. Withdrawal of Bids

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

10. Award of Contract/Rejection of Bids

The contract will be awarded to the responsive, responsible Bidder submitting the lowest/best bid. The bidder selected will be notified at the earliest possible date. The Grant Recipient reserves the right to reject any or all bids where such rejection is in its interest.

11. Execution of Agreement

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

12. Equal Employment Opportunity

Bidder is required to ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, sexual identity, gender identity, or national origin, and must comply with other civil rights requirements.

13. Certification Regarding Lobbying –

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

**TYLER COUNTY, TEXAS
WATER SYSTEM IMPROVEMENT PROJECT
PIPE MATERIALS BID
GLO – CDBR-DR Contract No. 20-065-087-C248**

SCOPE OF WORK

GENERAL

This bid shall be to furnish and deliver the necessary pipe, fittings, valves, and other necessary appurtenances for the proposed water line in Tyler County, Texas. All furnished material shall be in strict accordance with the plans and specifications. This contract shall not include installation of the proposed materials, which shall be by Tyler County Special Utility District.

The Contractor shall be responsible for reviewing the materials and the specifications and providing all **appurtenances and essentials** necessary for a complete installation of the pipe and fittings supplied in this bid package. This shall include, but not be limited to, nuts and bolts, gaskets, glands, and any other appurtenances necessary for a complete installation.

The Contractor shall be prepared to submit their invoicing based on each bid item listed per the total unit price awarded for each bid item.

SUMMARY OF WORK

A. BASE BID ITEMS

ITEM NO.	DESCRIPTION	QUANTITY	UNIT
1	6" SDR 26 PVC Pressure Pipe	39,200	LF
2	4" SDR 26 PVC Pressure Pipe	160	LF
3	6" HDPE DR 11 Pipe for Bores	340	LF
4	10" HDPE DR 17 CASING Pipe for Bores	240	LF
5	8" STEEL CASING Pipe for Bores	80	LF
6	6" HDPE MJ ADAPTERS	4	EA
7	6" DI MJ SLEEVE W/Megalug Restraining FLGS	4	EA
8	4" DI FLG TEE	4	EA
9	6" x 4" DI FLG x MJ TEE W/Megalug Restraining FLGS	4	EA
10	6" x 4" DI FLG TEE	4	EA

11	6" x 4" DI MJ TEE W/Megalug Restraining FLGS	1	EA
12	6" DI MJ TEE W/Megalug Restraining FLGS	1	EA
13	4" DI FLG x MJ GATE VALVE W/Megalug Restraining FLGS	16	EA
14	4" DI MJ GATE VALVE W/Megalug Restraining FLGS	1	EA
15	6" DI FLG x MJ GATE VALVE W/Megalug Restraining FLGS	8	EA
16	6" MJ GATE VALVE W/Megalug Restraining FLGS	3	EA
17	1" ARI D-040 AIR RELEASE VALVE	5	EA
18	6" DI MJ 90° ELBOW W/Megalug Restraining FLGS	2	EA
19	6" DI MJ 45° ELBOW W/Megalug Restraining FLGS	4	EA
20	6" DI MJ 22.5° ELBOW W/Megalug Restraining FLGS	8	EA
21	6" DI MJ CAP	1	EA
22	14 GAUGE SOLID COATED TRACER WIRE	40,000	LF
23	VALVE BOXES & MARKERS	34	EA
24	100 LB TOTE OF CALCIUM HYPOCHLORITE/CHLORINE	4	EA

DELIVERY

1. The Contractor shall be prepared to ship the materials in two separate deliveries to Tyler County SUD. The first shipment will include 18,000 linear feet of 6" PVC pipe, all materials, and fittings. The second shipment will include the remaining 21,200 linear feet of 6" PVC pipe.
2. The Contractor shall be prepared to ship the second delivery up to 90 days from the first delivery.

BID FOR UNIT PRICE CONTRACTS

Place: Tyler County, Texas

Date: 2-8-21

Project No.: **Tyler County, Texas
Tyler County Special Utility District
Water System Improvement Project
Material Bid
GLO CDBG-DR Project No. 20-065-087-C248**

Proposal of Rural Pipe & Supply Inc. (hereinafter called Bidder), a ~~Corporation~~ organized under the laws of the State of Texas /a partnership/an individual doing business as Rural Pipe & Supply Inc. (strike out inapplicable references).

To the Tyler County, Texas (hereinafter called Owner).

Commissioners:

The Bidder, in compliance with your invitation for bids for materials only of the Tyler County, Texas, Tyler County SUD – Water System Improvement Project, Material Bid, GLO CDBG-DR Project No. 20-065-087-C248, having examined the plans and specifications with related documents, hereby proposes to furnish all materials and supplies; within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in providing the material and delivery of material required under the Contract Documents, of which this proposal is a part.

Bidder hereby agrees to deliver materials under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and that the Work for the **BASE BID** will be completed within 90 **WORKING** days as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of \$500 for each consecutive calendar day thereafter as hereinafter provided in the GENERAL CONDITIONS and the SUPPLEMENTAL CONDITIONS.

Bidder acknowledges receipt of the following addenda:

Addendum No. _____	Dated _____	Received _____
Addendum No. _____	Dated _____	Received _____
Addendum No. _____	Dated _____	Received _____
Addendum No. _____	Dated _____	Received _____

Bidder agrees to supply all the Tyler County, Texas, Tyler County SUD – Water System Improvement Project, GLO CDBG-DR Project No. 20-065-087-C248 described in the specifications and shown on the plans, for the following unit prices:

BID PROPOSAL
for
TYLER COUNTY, TEXAS
TYLER COUNTY SPECIAL UTILITY DISTRICT
WATER SYSTEM IMPROVEMENT PROJECT
MATERIAL BID
GLO CDBG-DR PROJECT NO. 20-065-087-C248

BASE BID

ITEM NO.	ESTIMATED QUANTITIES	ITEM WITH BID PRICES WRITTEN IN WORDS	UNIT PRICE	TOTAL AMOUNT BID
1	39,200 LF	6" SDR 26 PVC Pressure Pipe supplied all in strict accordance with the plans and specifications for <u>Three</u> _____ _____ dollars and <u>Five</u> cents per LF.	3.05'	119,560.00
2	160 LF	4" SDR 26 PVC Pressure Pipe supplied all in strict accordance with the plans and specifications for <u>One</u> _____ _____ dollars and <u>Fifty Nine</u> cents per LF.	1.59'	254.40
3	340 LF	6" HDPE DR 11 pipe for bores supplied all in strict accordance with the plans and specifications for <u>four</u> _____ _____ dollars and <u>Ninty</u> cents per LF.	4.90'	1666.00

ITEM NO.	ESTIMATED QUANTITIES	ITEM WITH BID PRICES WRITTEN IN WORDS	UNIT PRICE	TOTAL AMOUNT BID
4	240 LF	10" HDPE DR 17 CASING pipe for bores supplied all in strict accordance with the plans and specifications for <u>Nine</u> _____ _____ dollars and _____ cents per LF.	9.00'	2160.00
5	80 LF	8" STEEL CASING pipe for bores supplied all in strict accordance with the plans and specifications for <u>fourteen</u> _____ _____ dollars and _____ cents per LF.	14.00	1120.00
6	4 EA	6" HDPE MJ ADAPTER including all necessary bolts, nuts, and gaskets for a complete installation and supplied in strict accordance with the plans and specifications for <u>One Hundred Eighteen</u> _____ _____ dollars and _____ cents per EA.	118.00	472.00
7	4 EA	6" DIMJ SLEEVE W/Megalug Restraining FLGS including all necessary bolts, nuts, gaskets for a complete installation and supplied all in strict accordance with the plans and specifications for <u>Ninty</u> _____ _____ dollars and _____ cents per EA.	90.00	360.00

ITEM NO.	ESTIMATED QUANTITIES	ITEM WITH BID PRICES WRITTEN IN WORDS	UNIT PRICE	TOTAL AMOUNT BID
8	4 EA	4" DI FLG TEE including all necessary bolts, nuts, and gaskets for a complete installation and supplied in strict accordance with the plans and specifications for <u>One Hundred & Thirty Eight</u> _____ dollars and _____ cents per EA.	138 ⁰⁰	552.00
9	4 EA	6" x 4" DI FLG x MJ TEE W/ MEGALUG RESTRAINING FLGS including all necessary bolts, nuts, gaskets for a complete installation and supplied all in strict accordance with the plans and specifications for <u>One Hundred & Forty Four</u> _____ dollars and _____ cents per EA.	144 ⁰⁰	576.00
10	4 EA	6" x 4" DI FLG TEE including all necessary bolts, nuts, gaskets for a complete installation and supplied all in strict accordance with the plans and specifications for <u>One Hundred & Ninety Three</u> _____ dollars and _____ cents per EA.	193 ⁰⁰	772.00

ITEM NO.	ESTIMATED QUANTITIES	ITEM WITH BID PRICES WRITTEN IN WORDS	UNIT PRICE	TOTAL AMOUNT BID
11	1 EA	6" x 4" DI MJ TEE W/ MEGALUG RESTRAINING FLGS including all necessary bolts, nuts, gaskets for a complete installation and supplied all in strict accordance with the plans and specifications for <u>One Hundred & Eighty</u> _____ dollars and _____ cents per EA.	180 ⁰⁰	180.00
12	1 EA	6" DI MJ TEE W/ MEGALUG RESTRAINING FLGS including all necessary bolts, nuts, gaskets for a complete installation and supplied all in strict accordance with the plans and specifications for <u>One Hundred & Ninety Four</u> _____ dollars and _____ cents per EA.	194 ⁰⁰	194.00
13	16 EA	4" DI FLG x MJ GATE VALVE W/ MEGALUG RESTRAINING FLGS including all necessary bolts, nuts, and gaskets for a complete installation and supplied all in strict accordance with the plans and specifications for <u>Three Hundred & Fifty</u> _____ dollars and _____ cents per EA.	350 ⁰⁰	5600.00

ITEM NO.	ESTIMATED QUANTITIES	ITEM WITH BID PRICES WRITTEN IN WORDS	UNIT PRICE	TOTAL AMOUNT BID
14	1 EA	4" DI MJ GATE VALVE W/ MEGALUG RESTRAINING FLGS including all necessary bolts, nuts, gaskets for a complete installation and supplied all in strict accordance with the plans and specifications for <u>Three Hundred & Eighty</u> _____ dollars and _____ cents per EA.	380 ⁰⁰	380.00
15	8 EA	6" DI FLG x MJ GATE VALVE W/ MEGALUG RESTRAINING FLGS including all necessary bolts, nuts, gaskets for a complete installation and supplied all in strict accordance with the plans and specifications for <u>Four Hundred & Fifty Two</u> _____ dollars and _____ cents per EA.	452 ⁰⁰	3616.00
16	3 EA	6" DI MJ GATE VALVE W/ MEGALUG RESTRAINING FLGS including all necessary bolts, nuts, gaskets for a complete installation and supplied all in strict accordance with the plans and specifications for <u>Five Hundred & Sixteen</u> _____ dollars and _____ cents per EA.	516 ⁰⁰	1548.00

ITEM NO.	ESTIMATED QUANTITIES	ITEM WITH BID PRICES WRITTEN IN WORDS	UNIT PRICE	TOTAL AMOUNT BID
17	5 EA	1" ARI D-040 AIR RELEASE VALVE including tapping saddle, nipples as necessary, 1" brass ball valve, plastic meter box and cover, all fittings as necessary for a complete installation and supplied all in strict accordance with the plans and specifications for <u>Two Hundred & Eighty</u> _____ dollars and _____ cents per EA.	280. ⁰⁰	1400.00
18	2 EA	6" DI MJ 90° ELBOW W/ MEGALUG RESTRAINING FLGS including all necessary bolts, nuts, gaskets for a complete installation and supplied all in strict accordance with the plans and specifications for <u>One Hundred</u> <u>Thirty Two</u> dollars and _____ cents per EA.	132. ⁰⁰	264.00
19	4 EA	6" DI MJ 45° ELBOW W/ MEGALUG RESTRAINING FLGS including all necessary bolts, nuts, gaskets for a complete installation and supplied all in strict accordance with the plans and specifications for <u>One Hundred & Twenty</u> _____ dollars and _____ cents per EA.	120. ⁰⁰	480.00

ITEM NO.	ESTIMATED QUANTITIES	ITEM WITH BID PRICES WRITTEN IN WORDS	UNIT PRICE	TOTAL AMOUNT BID
20	8 EA	6" DI MJ 22.5° ELBOW W/ MEGALUG RESTRAINING FLGS including all necessary bolts, nuts, gaskets for a complete installation and supplied all in strict accordance with the plans and specifications for <u>One Hundred & Sixteen</u> _____dollars and _____cents per EA.	116. ⁰⁰	928.00
21	1 EA	6" DI MJ CAP W/ MEGALUG RESTRAINING FLGS including all necessary bolts, nuts, gaskets for a complete installation and supplied all in strict accordance with the plans and specifications for <u>Sixty</u> _____dollars and _____cents per EA.	60. ⁰⁰	60.00
22	40,000 LF	14 GAUGE SOLID COATED TRACER WIRE supplied all in strict accordance with the plans and specifications for _____ _____dollars and <u>Nine</u> _____cents per LF.	.09	3600.00
23	34 EA	VALVE BOXES & MARKERS including all materials necessary for a complete installation and supplied all in strict accordance with the plans and specifications for _____ _____dollars and _____cents per EA.	40. ⁰⁰	1360.00

ITEM NO.	ESTIMATED QUANTITIES	ITEM WITH BID PRICES WRITTEN IN WORDS	UNIT PRICE	TOTAL AMOUNT BID
24	4 EA	100 LB TOTE OF CALCIUM HYPOCHLORITE/CHLORINE GRANULAR 65% (65% HTH) including all materials necessary for a complete installation and supplied all in strict accordance with the plans and specifications for <u>Two Hundred & Forty</u> _____ dollars and _____ cents per EA.	240 ⁰⁰	960.00

TOTAL BASE BID: 148,062⁴⁰

Unit prices have been computed in accordance with Paragraph 11.9 of the General Conditions. Amounts are to be shown in both words and figures. In case of discrepancy the amounts 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.

If the contract is to be awarded, it will be awarded to the Best Bid, the lowest Bidder, or the Bidder whose evaluation by OWNER of whose Bid indicates to the OWNER that the award will be in the best interest of the Project.

Bidder understands that the Owner reserves the rights to reject any and all bids and to waive any informalities in the bidding. Bidder acknowledges that quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents and Specifications, if applicable. The calculation of quantities of lines at various depths will be based on the plan and profile sheets and not on measurements made in the field unless it has been determined by the Engineer that there is a discrepancy between the plan and profile sheets and the actual elevations in the field.

Bidder agrees that the work will be substantially completed and completed and ready for final payment in accordance with the General Conditions within the time limits set forth in the Agreement. Bidder accepts the provision of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

The following documents are attached to and made a condition of this Bid:

- (a) Required Bid Security in the form of Bid Bond and the amount of \$ 7430¹². The Bid Security shall become the property of

the owner in the event the contract and bond are not executed within the time set forth above, as liquidated damages for the delay and additional expense caused to the Owner thereby.

- (b) Completed Non-Collusion Affidavit
- (c) Conflict of Interest Questionnaire
- (d) Certification Regarding Lobbying

SUBMITTED ON 2-8, 20 21.

If BIDDER is:

An Individual

By _____ (SEAL)
(Individual's Name)

doing business as _____
Business address: _____

Phone No.: _____

A Partnership

By _____ (SEAL)
(Firm Name)

(General Partner)

Business address: _____

Phone No.: _____

A Corporation

By Tommy Sharer Rural Pipe & Supply Inc (SEAL)
(Corporation Name)

Texas (State
of Incorporation)

By Tommy Sharer President (SEAL)
(Name of Person Authorized to Sign)

VP

(Title)

(Corporate Seal)

Attest Amanda [Signature]

Business address: PO Box 1540

Jasper, TX 75951

Phone No.: 409 384-5800

Date of Qualification to do business is March 2000

A Joint Venture

By _____ (SEAL)
(Name)

(Address)

By _____ (SEAL)
(Name)

(Address)

Phone Number and Address for receipt of official communications:

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

Affix
Corporate
Seal

Attest:

By: _____

Countersigned

By _____

* Attorney-in-Fact, State of Texas

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

Corporate
Seal

Title: Secretary _____

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

CONTRACT
for
TYLER COUNTY, TEXAS
Tyler County Special Utility District
Water System Improvement Project
GLO CDBG-DR Contract No. 20-065-087-C248

THIS AGREEMENT MADE THIS day of March 8, 2021, by and between Contractor hereinafter called the "Contractor", and the Tyler County, 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

This contract shall be to furnish and deliver the necessary pipe, fittings, valves, and other necessary appurtenances for the proposed water line in Tyler County, TX. This contract shall not include installation of the proposed materials, which shall be by the Tyler County Special Utility District.

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:

One hundred forty eight thousand sixty two & 40/100 (\$148,062.⁴⁰)

ARTICLE 3. CONTRACT


The executed Contract documents shall consist of the following:

- | | |
|--|------------------------------|
| a) This Agreement | f) General Conditions, Parts |
| b) Addenda | g) Invitation for Bids |
| c) Special Conditions | h) Instructions to Bidders |
| d) Technical Specifications | i) Signed Copy of Bid |
| e) 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 6 original copies on the day and year first above written.

By: 
Contractor

By: 
Jacques Blanchette
County Judge
Tyler County

CERTIFICATIONS

I, Amanda Shaver, certify that I am the President of the corporation named as Contractor herein; that Tommy Shaver who signed this Agreement on behalf of the Contractor, was then Vice President 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 GLO CDBG-DR contracts exceeding \$25,000 in total value:

1. 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 in excess of \$100,000 to secure fulfillment of all the contractor's obligation under the contract.
2. 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 in excess of \$25,000 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,
(Corporation / Partnership)

(Name of Surety Company)

(Address)

hereinafter called Surety, are held and firmly bound unto

Tyler County, Texas
(Name of Grant Recipient)

100 W. Bluff Street, Woodville, Texas 75979
(Grant 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 in these presents.

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

Tyler County SUD, Tyler County, Texas – Water System Improvement Project
GLO Contract No. 20-065-087-C248
(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 Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

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

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 PRINCIPAL/CONTRACTOR is Partnership, all partners should execute BOND.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that:

(Name of Contractor or Company)

(Address)

a _____, hereinafter called Principal,
(Corporation / Partnership)

and _____
(Name of Surety Company)

(Address)

hereinafter called Surety, are held and firmly bound unto

Tyler County, Texas
(Name of Recipient)

100 W. Bluff Street, Woodville, Texas 75979
(Recipient's Address)

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

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

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

Tyler County, Texas – Tyler County SUD
Water System Improvement Project
GLO Contract No. 20-065-087-C248
(Project Name)

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUB-CONTRACTORS, and corporations furnishing materials for or performing 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-parts, each on of _____ (Number) which shall be deemed an original, this the _____ day of _____.

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.

Certificate of Insurance to be Inserted into Executed Agreement

Materials/Equipment

General Contract Conditions

1. Materials and Workmanship

- a) Unless otherwise specifically provided for in the Technical Specifications, all materials and articles utilized in the work shall be new and the best grade available. Where equipment, materials, or articles are referred to in the Technical Specifications as "equal to" any particular standard, the Engineer shall decide the question of equality.
- b) The successful bidder shall furnish to the Grant Recipient for approval the manufacturer's detailed specifications for all mechanical, other special equipment and all materials or articles, together with full information as to type, performance characteristics, and all other pertinent information as required.
- c) Materials specified by reference to the number or symbol of a specific standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in the Technical specifications shall have full force and effect as though printed therein.

2. Samples and Tests

- a) Approval of any materials shall be general only and shall not constitute a waiver of the Grant Recipient'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.
- b) Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:
 - 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;
 - The Contractor shall assume all costs of re-testing materials which fail to meet contract requirements;
 - The Contractor shall assume all costs of testing materials offered in substitution for those found deficient; and
 - The Grant Recipient will pay all other expenses.

3. Compliance with Clean Air and Federal Water Pollution Control Acts [for contracts > \$150K]

- a) Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et. seq., and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251-1387. Violations must be reported to the awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- b) Materials shall be free of any hazardous materials, except as may be specifically provided for in the specifications.

4. Equal Opportunity Clause

- a) The Contractor hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR chapter 60, which is paid for in whole or in part with Community Development Block Grant funds the following equal opportunity clause:

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

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

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

- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - (3) The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
 - (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.
- b) The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings,

the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

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

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

6. Age Discrimination Act of 1975. The Contractor shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

7. Debarment and Suspension (Executive Orders 12549 and 12689)

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

8. Access to Records

The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, and the General Land Office (GLO), and the City/County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Contractor which are pertinent to the TxCDBG award, in order to make audits, examinations, excerpts, and transcripts and to closeout the City's/County's TxCDBG contract with GLO.

9. Retainage of Records [if materials are paid with Grant funds]

Grantees or subgrantees must retain all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

10. Termination for Cause [for Contracts > \$10K]

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

Notwithstanding the above, the Contractor shall not be relieved of liability to the City/County for damages sustained by the City/County by virtue of any breach of contract by the Contractor, and the City/County may set-off the damages it incurred as a result of the Contractor's breach of contract from any amounts it might otherwise owe the Contractor.

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the " General Conditions " and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

SC-1 *Defined Terms*

The word "Engineer" shall be understood as referring to LJA ENGINEERING, INC., 2615 Calder Avenue, Suite 500, Beaumont, Texas 77702.

The word "Owner" shall be understood as referring TYLER COUNTY, TEXAS 100 W. Bluff Room 102, Woodville, Texas 75979

Working Day - Any day in which weather or other conditions, not under the control of the Contractor, will permit construction of the principle units of work for a period of not less than seven (7) hours between 7:00 a.m. and 6:00 p.m. Saturdays, Sundays and legal holidays will not be counted as a working day if not worked. If the Contractor works on any of these days, he will be charged a working day. Work will not be permitted on Saturdays, Sundays or legal holidays without the approval of the Owner.

Calendar Day - Every day of the month including Saturdays, Sundays, legal holidays, rain days or other adverse weather days.

SC-2 *Copies of Documents*

Owner shall furnish to Contractor up to two (2) printed or hard copies of the Drawings and Contract Documents and one set in electronic format. Additional copies will be furnished upon request at the cost of reproduction.

SC-3 *Commencement of Contract Times; Notice to Proceed*

Notice to Proceed will be issued. The Contract Times will commence on the day indicated in the Notice to Proceed.

SC-4 *Subsurface and Physical Conditions*

The following report of exploration and tests of subsurface conditions at or contiguous to the Site is known to Owner and was relied upon by the Engineer in preparation of Drawings and Specifications:

Not Applicable

SC-5 *Hazardous Environmental Conditions at Site*

SC-6 *Performance, Payment and Other Bonds*

If the contract exceeds \$100,000, Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the contract. If the contract exceeds \$25,000, Contractor shall furnish a payment bond

in an amount at least equal to the Contract Price, as security for faithful payment of Contractor's entire obligation under the contract. (Government Code, Chapter 2253.021)

SC-7

Contractor's Insurance

Additional insureds: To the fullest extent permitted by Laws and Regulations, the Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis.

The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation and related coverages under Paragraph 6.03.A of the General Conditions as required by Laws and Regulations applicable to and covering employees of the Contractor engaged in the performance of the Work under this Agreement.
2. Contractor's General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor shall have limits of not less than \$1,000,000 each occurrence and 2 000 000 general aggregate, provided that endorsement CG 2503 or CG 2504 amending aggregate limits shall apply.
3. Automobile Liability under Paragraph 6.03.D of the General Conditions covering all vehicles used in the operations of the Contractor with limits of liability of not less than: Bodily injury \$250,000 each person, \$500,000 each accident; Property damage \$100,000 or a combined single limit of \$1,000,000 for bodily injury and property damage, such policy to be endorsed with MCS-90 when hazardous material transportation is involved.
4. Umbrella or Excess Liability under Paragraph 6.03.E of the General Conditions with a minimum limit of \$2,000,000.
5. Employer's Liability Insurance protecting Contractor against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$1,000,000 each accident; \$1,000,000 disease-policy limit; \$1,000,000 disease-each employee.
6. Contractor's Pollution Liability — None Required.
7. Contractor's Professional Liability — None Required.

8. Builders Risk upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof in accord with the provisions of Paragraph 6.05.

SC-8 *Labor; Working Hours*

For projects where time is charged by the Working Day, Saturdays, Sundays and legal holidays will be counted as a Working Day when permission to work is granted.

SC-9 *Concerning Subcontractors, Suppliers, and Others*

Upon request of the Owner, on a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

SC-10 *Taxes*

This contract is issued by an organization which qualifies for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise and Use Tax Act as codified in Chapter 151 of the Texas Tax Code. The Contractor's attention is directed to the State of Texas Comptroller of Public Accounts Limited Sales, Excise and Use tax Rules and Regulations.

1. Owner will furnish the required sales and use tax exemption certification for use in the purchase of supplies and materials to be incorporated into the Work.
2. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

SC-11 *Laws and Regulations*

If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall to the fullest extent allowed by Laws and Regulations indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action.

State law provides for payment of minimum wage rates on public works projects. Minimum wage rates are provided in the Contract Documents. In connection with payment of prevailing wage rates, the Contractor shall maintain certified payroll records covering work done under the Contract and include work done under subcontracts. Payroll records shall include the name and address of each employee along with their job classification, wage rate, daily and weekly number of hours

worked on the project, deductions made and actual wages paid. Payroll records shall be made available to the Owner upon request.

SC-12

Legal Relationships

If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) to the fullest extent allowed by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

SC-13

Claims

As a political subdivision of the State of Texas, Tyler County has certain immunities from and defenses to suit. Without waiving any of these immunities or defenses, claims against the Owner will be handled in accordance with Chapter 113 of the Texas Practice and Remedies Code, and the claims process included herewith.

SC-14

Final Payment

Two (2) copies of any manufacturer's guaranty, warranty or certificate as may be required by the Contract Documents.

SC-15

Controlling Law

Contracts will be governed by the Laws of the State of Texas. Venue for all claims will be in Tyler County, Texas.

SC-16

Field Offices

Engineer's Office: An Engineering Office is not required.

Contractor's Office: The Contractor shall not be required to maintain an office at the job site. Readily accessible copies of the contract documents, the plans, and the working drawings shall be kept on site. Provide cell phone numbers for all superintendents, foremen, and project managers.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

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

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

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

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

or

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

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

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

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

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

Rural Pipe & Supply, Inc.

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

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

NONE

Name of Officer

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

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

Yes

No

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

Yes

No

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

None

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

7 T. J. S.
Signature of vendor doing business with the governmental entity

2-8-21
Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

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

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

or

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

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

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

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

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of Texas

County of Tyler

Tommy Shaw, being first duly sworn, deposes and says that:

(1) He/She is Vice President of Rural Pipe & Supply Co the Bidder that has submitted the attached Bid;

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

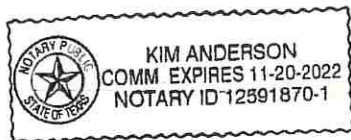
(3) Such Bid is genuine and is not a collusive or sham Bid;

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

Subscribed and sworn to me this 5th day of February, 2021



By: [Signature]
Notary Public

My commission expires _____

Certification Regarding Lobbying

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

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

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

T. J. Shaver
Signature of Contractor's Authorized Official

Tommy Shaver
Printed Name and Title of Contractor's Authorized Official

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Bond #: 390275

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Alexandria Petroski

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

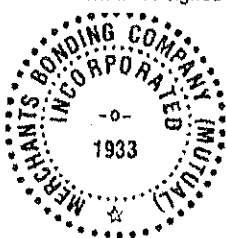
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 21st day of January, 2021

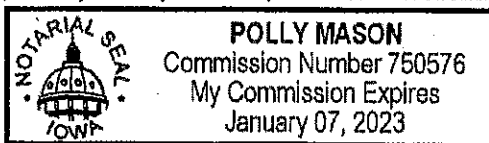


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 21st day of January, 2021, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

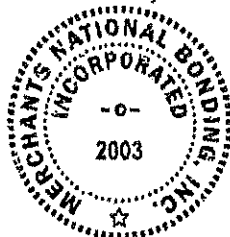


Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 21st day of January, 2021



William Warner Jr.
Secretary

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your insurance agent at the telephone number provided by your insurance agent.

You may call Merchants National Bonding, Inc., toll-free telephone number for information or to make a complaint at:

1-800-678-8171

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

P. O. Box 149104

Austin, TX 78714-9104

Fax: (512) 490-1007

Web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM AND CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

MERCHANTS 
BONDING COMPANY.

MERCHANTS BONDING COMPANY (MUTUAL) • MERCHANTS NATIONAL BONDING, INC.
P.O. BOX 14498 • DES MOINES, IOWA 50306-3498 • (800) 678-8171 • (515) 243-3854 FAX

Please send all notices of claim on this bond to:

Merchants Bonding Company (Mutual) / Merchants National Bonding, Inc.

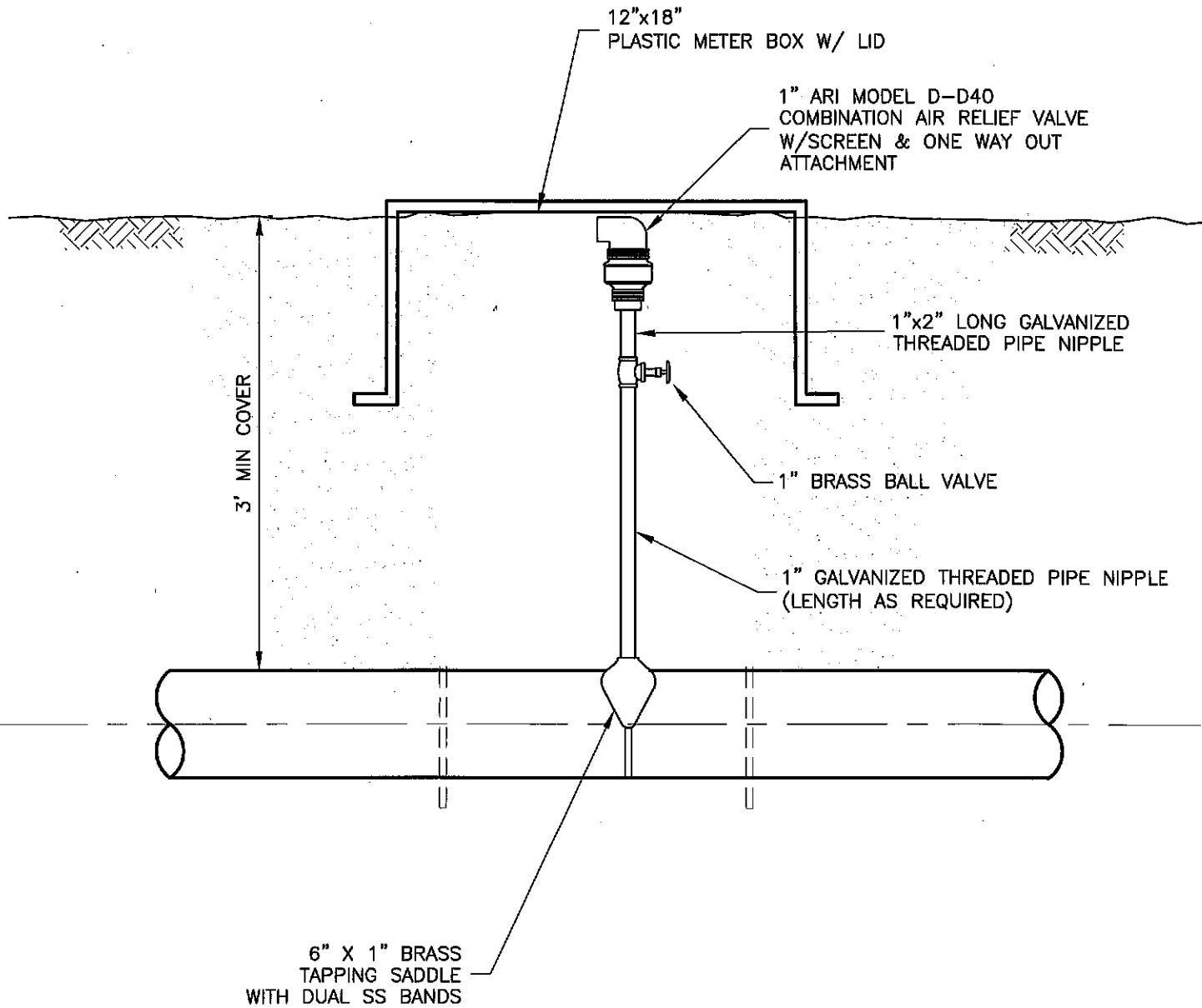
P.O. Box 14498

Des Moines, Iowa 50306-3498

(515) 243-8171

(800) 678-8171

Physical Address: 6700 Westown Parkway, West Des Moines, Iowa 50266



AIR RELEASE VALVE

NTS

O:\PROJECTS LJA B000 - BXXX\B594 - TYLER CO\B594-1005 - TYLER CO GLO CDBG
DR - TYLER CO SUD WATERLINE\CAD\MISC CAD\27-28 8X11 (1) MISC DETAILS.DWG

Texas Registered Engineering Firm F-001054

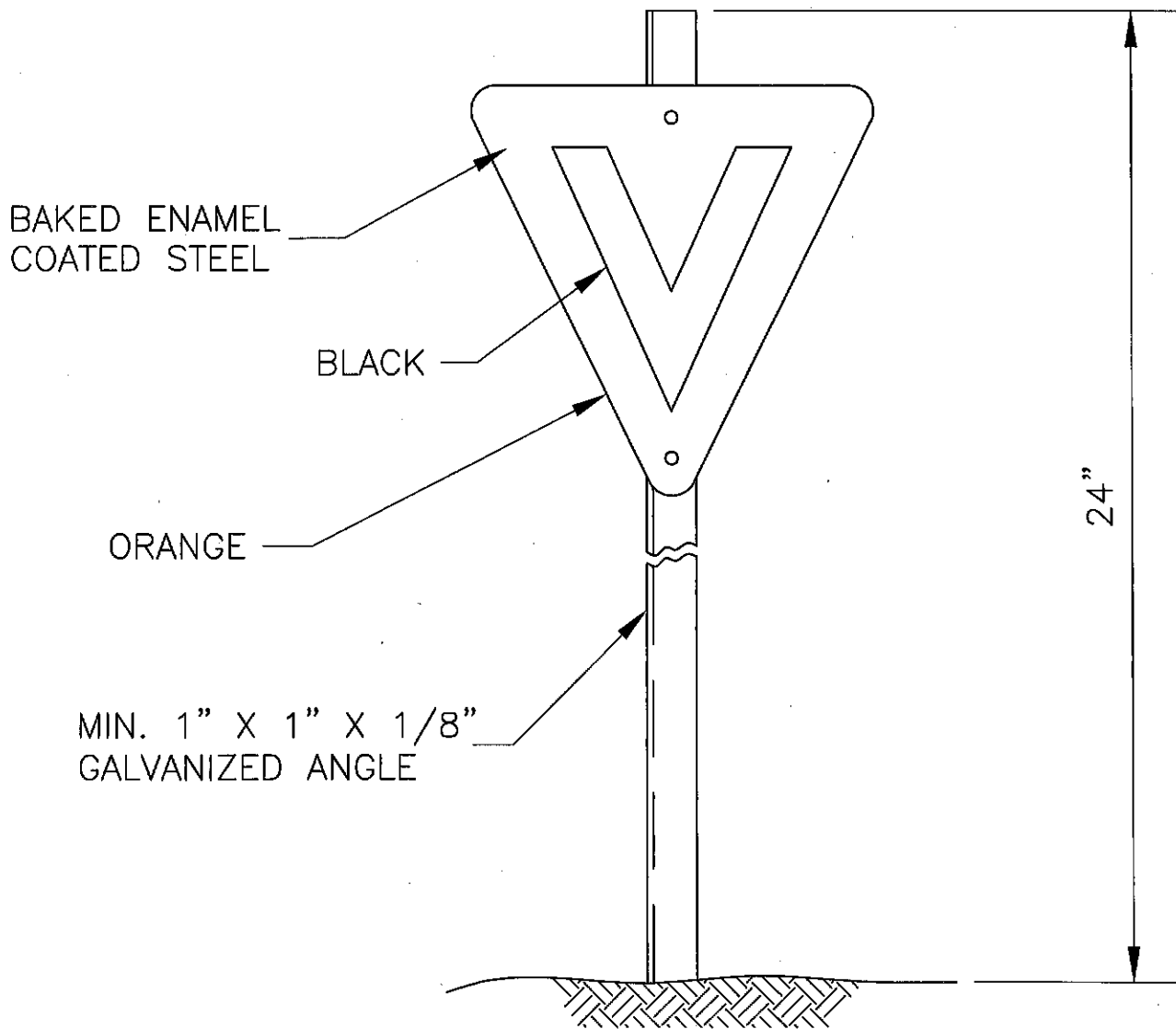
LJA Engineering, Inc.

2615 Calder Avenue, Suite 500
Beaumont, Texas 77702

Phone 409.833.3363
Fax 409.833.0317
FRN - F-1386



Action	Name	Date
Design	TJD	1/21
Drawn	JBS	1/21
Checked	TJD	1/21
Approved	TJD	1/21
Scale		
Sheet	1	Of 1



TYPICAL VALVE MARKER

NTS

O: \PROJECTS LJA B000 - BXXX\B594 - TYLER CO\B594-1005 - TYLER CO GLO CDBG
 DR - TYLER CO SUD WATERLINE\CAD\MISC CAD\27-28 8X11 (1) MISC DETAILS.DWG

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Approved	TJD	1/21
Scale		
Sheet	1	Of 1

ITEM 110

PIPING CONSTRUCTION AND MATERIALS (WATER)

110.01 GENERAL

Construction of water lines includes all preparation of site, clearing, grubbing, excavation, street surface removal, dewatering, sheeting, bracing, laying and joining of pipe, bedding, backfilling, installation of fittings, testing, and clean up of the site. The work includes furnishing of all materials, equipment, tools, labor and all other incidentals to complete the construction.

110.02 SEQUENCE OF WORK

The Contractor shall pursue the job in an orderly fashion. All appurtenances shall be constructed as soon as the pipe line they serve is constructed to their location. The construction of appurtenances may be postponed upon approval of the Engineer and determination that the circumstances were beyond the control of the Contractor. A sufficient space as determined by the Engineer, shall be provided for proper installation at a later time.

At least ten (10) days prior to construction, the Contractor shall submit to the Engineer, in writing, a Construction Plan detailing the sequence in which each line segment will be constructed. The Contractor shall alter this plan at the request of the Engineer. The Contractor shall not deviate from this plan without the approval of the Engineer.

110.03 SUB-SURFACE CONDITIONS

No sub-surface investigation has been conducted in relation to this project. The contractor should make himself familiar with the conditions along the project route and area. The contractor may, with the permission of the Engineer, conduct his own sub-surface investigation.

110.04 SITE OF WORK

The Owner will furnish the site, easements, or any right of way considered necessary by the Engineer. If the Contractor needs more working area, he shall make his own arrangements and indemnify the Owner from any damages or claims.

110.05 PROTECTION OF THE PUBLIC

The Contractor shall make any provisions necessary to protect the public from inconveniences and dangers caused by the construction. Storage and stringing of the material and equipment and excavation shall be done in a manner to cause minimum obstruction and inconvenience to

110.08 PROTECTION OF UTILITIES

The plans note the existence of existing utilities. The Contractor shall inspect the route of the construction during the bidding period to check the location of such utilities, possibility of any conflict, and addition of new utilities. If, during construction, it is determined that a conflict exists with the alignment of the proposed sewer, the Engineer will make the necessary changes in the alignment of the sewer line.

The Contractor shall be responsible for making any provisions necessary to protect all utilities, services, and appurtenances. He shall locate and give the owner-operator of each utility that utility's required advance notice prior to progressing to such utility. The Contractor and/or utility owner shall be responsible for repairing and damaged utilities. If the contractor is required to repair a utility, it shall be done without delay.

110.09 PROTECTION OF PRIVATE PROPERTY

The Contractor shall not enter upon private property for any purpose without having previously obtained permission from the Owner. The Contractor shall be responsible for the preservation of and shall use every precaution to prevent damage to all trees, shrubbery, plants, lawns, fences, culverts, bridges, pavement, driveways, sidewalks, buildings, service lines, or any other structure in or adjacent to private property. The contractor shall be responsible for any damage to private (or public) property caused by his work.

110.10 PREPARATION OF THE SITE AND THE ROUTE

The Contractor shall make all preparation necessary before excavation starts. The construction site, and or the route which the pipe will be laid in, shall be cleared and grubbed before pipe laying. All stumps, brush, logs, rubbish and other objectionable material shall be removed and disposed of in a manner approved by the Engineer. Burning and/or hauling of the material shall be executed in compliance with ordinances of the City, County, or any other governmental body. If work is proceeding through a utility easement, care shall be taken to clear all the proposed easement as specified above.

110.11 PROTECTION OF STREET AND DRAINAGE

The Contractor shall make all attempts to keep streets and drainage ways open. Streets should be cleaned when the contractor's work leaves the streets dirty and/or muddy. Drainage ditches shall be kept open and if backfilled by the Contractor, they shall be reopened before the crew leaves the site at the end of a working day. The contractor shall provide temporary pumping facilities to provide drainage when a ditch is blocked by the contractor's work, as instructed by the Engineer and the Owner, at no additional cost to the owner.

Surface preparation: Sand all surfaces using 150 grit sandpaper to uniform and thoroughly abraded surface. If necessary, clean surface with solvents (for example, MEK) to remove grease, oil and other soluble contaminants. All surfaces shall be dry, clean and free of all dust, dirt, oil, grease and other contaminants. In areas where the coating has been damaged, clean with wire brushes and apply one coat of primer (provided by pipe supplier) to the bare area. Feather edges smooth. All surface preparation shall be in accordance with the painting specification.

First coat: Apply one coat of Delft Blue (39 BL) Tnemec Series N69 Hi-Build Epoxoline II at 6.0 to 8.0 dry mils. Thin only with Tnemec No. 4 Thinner.

Finish coat: Apply one coat of Clear Sky (26 BL) Tnemec Series 1074 Endura-Shield II at 2.0 to 5.0 dry mils. Thin only with Tnemec No. 39 Thinner.

3. Joints. Pipe and fittings shall be furnished with the type of joint and end combinations as well as pressure class specified. Mechanical joint fittings shall be furnished complete with glands, gaskets and nuts and bolts. Flanged joint fittings shall be furnished complete with gaskets and nuts and bolts. All bolts, glands and gaskets shall be in accordance with AWWA Standard Specification C111-85 and installed in accordance with the manufacturer's recommendations. All mechanical joint fittings installed on pressurized systems shall have megalug restraining flanges.

B. PVC PIPE

The following specification covers PVC (Polyvinyl Chloride) pipe to be used under pressure for potable water. All ANSI and AWWA references shall be the latest revision thereof. All PVC water pipe and fittings used in this contract shall meet the requirements of the American National Standards Institute\National Sanitation Foundation (ANSI\NSF) standard 61 and ASTM D-1784. All PVC water pipe shall bear the National Foundation Seal of Approval.

1. AWWA C900 Pipe.

Pipe shall consist of AWWA C900 Class 150 PVC pipe & couplings shall be made from Class 124-B virgin compounds as defined in ASTM D-1784 and conforming with the outside dimensions of cast iron pipe.

- a. Installation. PVC pipe shall be installed in flat-bottom trenches with tamped backfill and a minimum of three (3) feet of cover as per ASTM D-2774, or as shown in the plans.
- b. Joints. Joints shall be mechanical type, or the push-on type as specified with confined elastomeric gasket and installed in accordance with the manufacturer's recommendations.
- c. Fittings. Fittings shall be manufactured and tested in accordance with AWWA C-110\ANSI A21.10 or AWWA C-153\ANSI A21.53," Specification For Gray-Iron and Ductile Iron Fittings For Water and Other Liquids". Fittings shall be Mechanical Joint with Megalug restraining flanges. Transition gaskets shall be used where necessary to connect to existing piping.

4. Schedule 40 and 80 PVC Pipe.

Pipe and coupling shall consist of PVC pipe (ASTM D-1785) and shall be made from class 12454-B virgin compounds as defined in ASTM D-1784. Pipe dimensions shall conform to ASTM D-1785.

- a. Installation. PVC pipe shall be installed in flat-bottom trenches with tamped backfill and three (3) feet of cover in accordance with ASTM D-2774 or as shown in the plans.
- b. Joints. Joints shall be of the glued socket fitting type in accordance with the manufacturer's recommendations.
- c. Fittings. Fittings shall be of the glued socket fittings type and shall be in accordance with ASTM D-2467.

C. CHEMICAL PIPING

- 1. PVC Piping: PVC pipe for chemicals, vacuum and solution, shall be ASTM D 1785, Type 1, Grade 1, Schedule 80 for exposed piping and Schedule 40 for buried piping and piping beneath grating, rigid, unplasticized PVC, normal impact, bearing NSF seal. Fittings shall be molded, bearing NSF seal, as manufactured by Tube Turn Plastics, or equal. Pipe threads, if used, shall conform to ASA B2.1, NPT, and shall be full and cleanly cut with sharp dies.
 - a. If glued joints are used, cement shall be of type that welds plastic surfaces together. Cement shall be as recommended by the pipe manufacturer and

Cement used shall have a manufacture date withing 14 months of the date being utilized. Containers shall be kept tightly closed when not in use. Brush or swab applicators shall be appropriately sized and utilized as recommended by the manufacturer.

1) *For CPVC pipe in sodium hypochlorite solution service, utilize IPS Corp Type 724 cement or another cement certified by the manufacturer for high strength hypochlorite service.*

d. Mark pipe and fittings in accordance with ASTM F441.

3. INSTALLATION

a. General:

1) Comply with the general requirements of Item 1120 and the supplemental requirements following.

2) Install all piping in accordance with pipe manufacturer's instructions.

3) Chemical piping shall be installed at uniform grades or slopes without any high points in the pipe except at the pumps.

b. Making of Joints:

1) General:

i. Make joints in accordance with pipe manufacturer's recommendations and the supplemental specifications below.

ii. For shorter than standard pipe lengths, field cuts may be made with either hand or mechanical saws with fine tooth blade (16-18 teeth per inch) or plastic pipe cutters. Cut piping accurately and squarely within 1/8 inch and install without forcing or springing.

iii. Ream out all pipes and tubing to full inside diameter after cutting.

iv. Remove all cuttings and foreign matter from the inside of

- x. Do not move or disturb the glued joints for 3 minutes after completion. Joints shall not have any pressure or deflection applied for at least 1 hour after completing the joint. Allow all joints to set 24 hours prior to performing pressure test on system.
 - xi. All joints shall be checked for leakage 48 hours and again 15 days after placing them in service with the proposed chemical. Joints that show signs of leaking or signs of salt buildup shall be replaced and system retested and checked again 48 hours and 15 days after repair until satisfactory results are obtained.
 - xii. Small diameter pipes shall be checked for excess glue after the joints have set. Joints with more than one-half of the pipe area blocked shall be drilled or reamed out.
 - xiii. All pipe systems shall be flushed at velocity greater than 5 fps for a minimum of 5 minutes and longer for pipes larger than 300 feet.
- 3) Threaded Joints Only:
- i. Use liquid lubricant for permanent joints.
 - ii. Use tape lubricant at valves and equipment where piping may have to be disconnected for maintenance.
4. Gasketed Joints Only:
- i. Thoroughly clean pipe ends and gaskets before installation.
 - ii. Apply lubricant recommended by manufacturer.
5. Plastic to Metal Connections:
- i. Make all plastic to metal connections by means of PVC adapters.
 - ii. Do not cut threads on PVC Pipe.
- c. Buried Piping:

Pipe supplied under this specification shall have a nominal DIPS (Ductile Iron Pipe Size) unless otherwise specified.

Before beginning work, the Contractor shall submit to the Engineer for approval, the vendor's specific technical data with complete physical properties of pipe and pipe dimensions pertinent to this job.

The outside diameter and minimum wall thickness shall conform to dimensions listed in Table I and shall be measured in accordance with ASTM D-2122.

TABLE 1
POLYETHYLENE WATER PIPE DIMENSIONS

	NOMINAL OD (Inches)	MINIMUM WALL THICKNESS (Inches) DR 11
4	4.80	0.2820.436
6	6.90	0.4060.627
8	9.05	0.5320.823
10	11.10	0.6531.009
12	13.20	0.7761.200
14	15.30	0.9001.391
16	17.40	1.0241.582
18	19.50	1.1471.773
20	21.60	1.2711.964
24	25.80	1.5182.345
30	32.00	1.8822.909

Standard dimension ratio is calculated by dividing the specified outside diameter by the minimum wall thickness. The wall thickness tolerance shall be within plus 12%.

Tests for compliance with this specification shall be made according to the applicable ASTM specification. A certificate of compliance with this specification shall be provided by the manufacturer for all material furnished under this specification. In addition, the purchaser may, at his own expense, witness inspection and test of the materials.

c) Insertion of Pipe

The pipe shall be allowed time to relax prior to making connections and sealing the ends of casing. The Contractor shall allow the time recommended by the manufacturer, but not less than twelve (12) hours, for the pipe to relax from the stretching incurred during the pulling process.

3. Testing of HDPE Pipe

Pressure testing will be required as called for in the Testing and Sterilization specification item.

4. Quality Assurance

a) Referenced Specifications for HDPE: This Specification references American Society for Testing and Materials (ASTM) standard specification and American Water Works Association (AWWA) standards, which are made apart hereof by such reference and shall be the latest edition and revision thereof:

- 1) ASTM D 1784 - Specification for Rigid (Poly Vinyl Chloride) (PVC) Compounds.
- 2) ASTM D 1248 - Polyethylene Plastics Molding and Extrusion Material.
- 3) ASTM D 2122 - Determining Dimensions of Thermoplastic Pipe and Fittings.
- 4) ASTM D 2412 - Determination of External Loading Characteristics of Plastic Pipe by Parallel-Plate Loading.
- 5) ASTM D 2837 - Test Method for Obtaining Hydrostatic Design Basis for Thermoplastic Pipe Materials.
- 6) ASTM D 3350 - Polyethylene Plastics Pipe and Fittings Materials.
- 7) ASTM F 385 - Practice for Insertion of Flexible Polyethylene Pipe into Existing Sewers.
- 8) ASTM F 714 - Polyethylene (PE) Plastic Pipe (SDR-PR) Based on Outside Diameter.
- 9) AWWA C906 - Polyethylene (PE) Pressure Pipe and Fittings, 4 in. through 63 in. for Water Distribution.
- 10) AWWA C901 - Polyethylene (PE) Pressure Pipe and Fittings, 1/2 in. through 3 in. for Water Service.

b) Causes for rejection of piping material and fittings shall include but

If a piece of pipe is installed and is determined to be defective or collapses, the Contractor shall replace that section of pipe, at no additional cost to the Owner, including surface restoration.

110.15 LOCATING INTERSECTING PIPES

The Contractor shall make attempts to locate intersecting lines ahead of pipe laying. He shall locate and excavate in advance any water lines which will be tied into the system being constructed. All service connections shall be restored to the property line immediately, no service shall be left out of service overnight.

Any pipe line or gas line, as well as underground power lines and telephone cables, shall be located and owner given proper notification prior to construction in area of lines.

110.16 DEWATERING

Under no circumstances shall the surface water be allowed to flow in the trench. When ground water exists in the trench, the Contractor shall make attempts to drain it away from pipe laying area or pump it out of the trench. If quicksand or water sand conditions appear in the trench bottom, the Contractor shall undercut the trench and replace it with a Class I granular material, such as crushed stone or gravel, with the Engineer's approval. Payment shall be as specified in the Payment portion of this specification. No payment shall be made for trench bottom stabilization unless approval from the Engineer is obtained prior to placement of the material.

110.17 STREET SURFACES

Streets shall be restored in the most workmanlike manner without needless delay and shall in every respect be equal in quality, character, material and workmanship to the original street or better. The expense of restoring the streets must be included in the price bid per linear foot for main lines, unless otherwise provided. Backfill in and along streets shall be as per the details in the plans. If the streets are not immediately restored, temporary base material shall be placed in the upper portion of the excavation until such time that the street is restored to its original condition. No extra payment will be made for temporary street materials.

110.18 CROSSING OF DRIVEWAYS

Should the Contractor damage any portions of a driveway, he shall restore those

up shall not be more than 1000' feet behind the pipe construction. Completed clean up shall mean that the trench has been backfilled as shown in the details, disturbed ditches restored to their original grade and shape, any disturbed structures replaced, and any disturbed roadway or driveways restored to their original condition. The Contractor shall temporarily seed, within 14 days of construction stopping, any areas where construction activities will cease for more than 21 days.

Final clean up shall mean that the work area shall be returned to its original condition, in the opinion of the Engineer including any area which has rutting or ponding resulting from the Contractor's work. Final clean up shall be under taken as soon as possible.

All cleanup activities shall adhere to the General Source Control specification contained herein.

110.22 AGENCY REQUIREMENTS TO BE MET

All water lines, non-potable water lines, and sewer lines installed shall meet the requirements of the Texas Commission on Environmental Quality (TCEQ). Sewer lines shall comply with the requirements of design criteria for sewerage systems as established by the TCEQ in accordance with the 30 TAC Chapter 217:

§217.53d Separation Distances.

The following rules apply to separation distances between potable water lines and sanitary sewers.

(a) Water line/new sewer line separation. When new sanitary sewers are installed, they shall be installed no closer to water lines than nine feet in all directions. Sewers that parallel water lines must be installed in separate trenches. Where the nine-foot separation distance cannot be achieved, the following guidelines will apply:

(1) Where a sanitary sewer parallels a waterline, the sewer shall be constructed of cast iron, ductile iron or PVC meeting ASTM specifications with a pressure rating for both the pipe and joints of 150 psi. The vertical separation shall be a minimum of two feet between outside diameter and the horizontal separation shall be a minimum of four feet between outside diameters. The sewer shall be located below the waterline.

(2) Where a sanitary sewer crosses a waterline and the sewer is

110.23 MEASUREMENT AND PAYMENT

Pipe and fittings will be measured by the linear foot of pipe complete in place. Such measurement will be along the centerline between the ends of the pipe barrel, as installed. Unit price shall include all materials including pipe, fittings, labor, excavation, backfilling, testing, pavement and surface restoration, removal and disposal of brush, trees, and roots, seeding, tracing tape installed over the pipe, and other incidentals necessary for a complete installation. Items called for in the plans but not specifically provided for in the bid proposal shall be considered incidental to the appropriate bid items. **No payment shall be made for line that is not backfilled and tested.** There will be no extra payment for the removal and disposal of brush, trees, and roots. Such payment shall be incidental to the installation of the pipe.

No extra payment will be made for the control of groundwater or surface water in trenches or pits unless specifically provided for in the Bid Proposal. Such payment shall be considered incidental to cost of the various bid items.

Special embedment materials, if ordered by the Engineer, shall be paid for at the unit bid per cubic yard based on quantities taken from truck tickets if provided for in the Bid Proposal. Otherwise, such materials shall be incidental to appropriate bid items. Special embedment material shall be materials determined to be necessary after inspection of the trench bed. Sand, if used, is not considered special embedment material.

Fittings shall be paid for individually **only** if specifically called for in the plans and provided for in the bid proposal. All other fittings shall be incidental to the line work. The cost for the Megalug restraining flanges and any necessary transition gaskets shall be considered incidental to the installation of the fittings. Payment for the connections of proposed water lines to existing water lines shall be considered full payment for the connection regardless of any field modifications or other fittings that may be necessary due to space or other limitations or conditions.

ductile iron hinge with pin. The check valve shall have a minimum working pressure of 200 psi. The check valve shall be as per AFC 50SC line swing check valve or prior approved equivalent. Check valves shall be supplied with outside weight, lever, and spring.

300.04 SILENT GLOBE CHECK VALVES

Check valves shall be globe style silent check valves and shall conform to the latest revisions of AWWA C508. Check valves shall be gray iron ASTM A-126-B, with stainless steel spring and screws. The seat plug and bushings shall be bronze, B-62. The check valve shall have a minimum working pressure of 400 psi.

300.05 BALL VALVES

Ball valves shall conform to the latest revisions of AWWA specifications. The ball valve shall be threaded and have a full ported all bronze body except the ball and stem which shall be stainless steel, unless noted otherwise on the plans.

300.06 PLUG VALVES

Eccentric plug valves shall be DeZurik Permaseal valves or approved equivalent. The valve body shall be constructed of cast iron or ductile iron. It shall be equipped with ANSI Class 150 flanges on each end and a handle. All joints and castings shall be completely watertight. No casting shall show any indication of permanent distortion. The resilient mechanism shall provide zero leakage at the rated water working pressure when installed with the flow in either direction. All seats shall be PTFE type. The valve shall be furnished with all required bolts, glands, and gaskets for a complete installation.

300.07 BUTTERFLY VALVES

Butterfly valves shall strictly conform to the requirements of the latest revisions of the American Water Works Association Standard Specification C504 in addition to changes and additions specifically stated in these specifications. Butterfly valves for this project shall be DeZurik BOS-US uninterrupted seat resilient seated wafer style valves or prior approved equivalent.

Butterfly valves shall have wafer type and shall be resilient EPDM seated. The valve body shall be cast from a high-grade gray cast iron conforming to the latest revision of ASTM A-126 Class B. The disc and shaft shall be type 416 stainless steel conforming to ASTM A276. The valve shall be certified to operate drip tight. All parts of the valve shall be NSF 61 approved. The valve shall have an electrically operated Rotork EMO actuator.

ITEM 320

WATER LINE TESTING AND STERILIZATION

320.01 DESCRIPTION

This Item shall govern for the furnishing of all materials and equipment and performance of all operations necessary for testing and sterilization of the completed water lines prior to being placed in service.

The Contractor shall provide all necessary equipment and shall perform all work required in connection with the tests. All pipe installations shall be tested for leakage. The contractor shall complete the test record form and submit it to the Engineer before the line is considered tested.

320.02 STERILIZATION

The flushing, checking, chlorinating, sampling and testing of the completed line shall be done in the following sequence:

- A. Flush line properly through valve or other opening at dead end. Area of opening should be no less than 1/4 area of pipe being flushed.
- B. Chlorinate line. Pressure drop and flow should be away from point of chlorination and should be toward dead end (open) of line, not toward supply connection. Chlorination shall be in accordance with AWWA Specification C651-05.
- C. Make specified pressure test using the Owner's water through the connection of pump suction to a portable tank or a direct connection with a back flow preventing device.
- D. Make bacteriological test after pressure test at a rate of one test for every 1,000 linear feet of water line installed. Testing laboratory shall be approved by the Engineer prior to use.
- E. Installation, disinfection and testing shall meet the requirements of the "Rules and Regulations for Public Water Systems" adopted by the Texas Commission on Environmental Quality, March 1, 1992 and AWWA Standard C-651-05.

In case of line failure where a joint or portion of a joint of pipe has to be replaced, that section of line should be isolated by closing adjacent line valves, open line kept free of foreign matter, repairs made and HTH used liberally, the flushed out at the nearest hydrant.

shall clean all visible mud and contaminates from fittings. The interior of the fittings shall be sprayed with 100% sodium hypochlorite 5.5% (Clorox).

320.05 MEASUREMENT AND PAYMENT

Work performed and materials furnished as prescribed by this Item will not be measured or paid for directly, but shall be considered subsidiary to the various bid items in the contract.

Pressure Main Test Report Form

Date:

Line Segment(s) Tested (with Line Size):

All Valves Open/Closed: _____

Flow Meter Calibrated:

Initial Flow Meter Reading: _____ gal

Beginning Pressure: _____ psi

Low Pressure: _____ psi Water Pumped: _____ gal Resulting Pressure: _____ psi

Low Pressure: _____ psi Water Pumped: _____ gal Resulting Pressure: _____ psi

Low Pressure: _____ psi Water Pumped: _____ gal Resulting Pressure: _____ psi

Low Pressure: _____ psi Water Pumped: _____ gal Resulting Pressure: _____ psi

Low Pressure: _____ psi Water Pumped: _____ gal Resulting Pressure: _____ psi

Total Water Pumped: _____ gal

Leakage Calculation:

Allowable Leakage for Test Section: _____ gal

Passed: ____ Failed:

