

City of Jacksboro
TxCDBG Downtown
Revitalization
Project
TDA #CDM21-0176

Contract Documents
And
Specifications

Prepared for

City of Jacksboro

Prepared by



April 2024

EIKON Consulting Group

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**SECTION 00 11 13
ADVERTISEMENT FOR BIDS**

FROM:

1.01 THE OWNER (HEREINAFTER REFERRED TO AS OWNER):

- A. City of Jacksboro
- B. Address:
112 West Belknap Street
Jacksboro, TX, 76458

1.02 AND THE ARCHITECT (HEREINAFTER REFERRED TO AS ARCHITECT):

- A. EIKON Consulting Group

1.03 DATE: APRIL 10, 2024

1.04 TO: POTENTIAL BIDDERS

- A. Your firm is invited to submit an offer under seal to Owner for construction of a sidewalk improvements located at Archer Street, Main Street, and North Church Street before 10:00 am local standard time on the 1st day of May, 2024, for:
- B. Project: TxCDBG Downtown Revitalization Project
- C. Owner's Project Number: CDM21-0176
- D. Project Description: The project primarily consist of sidewalk improvements on the north side of Archer Street and the corner of Main Street. The improvements shall provide ADA compliant sidewalk access under the general direction of the Texas Community Development Block Grant (TxCDBG) Program administered by the Texas Department of Agriculture (TDA). .
- E. Bid Documents for a Stipulated Sum contract may be obtained from the office of the Design Professional free of charge. Bidders may secure electronic versions of the Bid Documents from the Design Professional by contacting Mandie Ware, Telephone: (940) 458-7503, Email: mware@eikoncg.com.
- F. Refer to other bidding requirements described in Document 00 21 13 - Instructions to Bidders and Document 00 31 00 - Available Project Information.
- G. Submit your offer on the Bid Form provided. Bidders may supplement this form as appropriate.
- H. Your offer will be required to be submitted under a condition of irrevocability for a period of 60 days after submission.
- I. The Owner reserves the right to accept or reject any or all offers.

1.05 SIGNATURE

END OF SECTION 00 11 13

CDM21-0176 / TxCDBG Downtown Revitalization Project	00 11 13 - 1	Advertisement for Bids
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Advertisement and Invitation for Bids

The City of Jacksboro will receive bids for Jacksboro CDM21-0176 – TxCDBG Downtown Improvements until 10:00AM on May 1st, 2024 at City of Jacksboro City Hall 112 W Belknap St. Jacksboro TX 76458. The bids will be publicly opened and read aloud at 10:00AM on May 1st, 2024 City of Jacksboro City Hall 112 W Belknap St. Jacksboro TX 76458.

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

Downtown City of Jacksboro Improvements for addition and updating of parking, curbs, and sidewalks including adding ADA compliance along W Archer Street and E Church Street. Additional update of sidewalk along intersection of Mainstreet and W Archer Street to include adding ADA compliant ramps and curbs. This project will include approximately 6750 sq/ft of brick sidewalk, approximately 875 sq/ft of concrete sidewalk, approximately 9000 sq/ft of concrete parking spaces. There will be 39 parking space and approximately 5 ADA ramps.

Bid/Contract Documents, including Drawings and Technical Specifications are on file at EIKON Consulting Group LLC 500 Moseley Rd Crossroads TX 76227. Copies may include hard copies for pick up or digital copies. For hard copies of the Bid/Contract Documents may be obtained by depositing \$100.00 with EIKON Consulting Group LLC for 11x17 Half Size plans. Digital copies will cost \$0.00. for each set of documents obtained. Contractors must purchase a set of Bid/Contract Document from EIKON Consulting Group LLC to be considered a registered plan holder eligible to bid on the project.

A bid bond in the amount of 5 percent of the bid issued by an acceptable surety shall be submitted with each bid [for those contracts that exceed \$100,000]. A certified check or bank draft payable to the City of Jacksboro or negotiable U.S. Government Bonds (as par value) may be submitted in lieu of the Bid Bond. Attention is called to the fact that not less than, the federally determined prevailing (Davis-Bacon and Related Acts) wage rate, as issued by the Texas Department of Agriculture Office of Rural Affairs and contained in the contract documents, must be paid on this project. In addition, the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, sexual identity, gender identity, or national origin.

The City of Jacksboro is an Equal Opportunity Employer.

The City of Jacksboro reserves the right to reject any or all bids or to waive any informalities in the bidding. Bids may be held by City of Jacksboro 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.

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

Minority Business Enterprises, Small Business Enterprises, and Women Business Enterprises, and Historically Underutilized Business firms are encouraged to submit bids.

City of Jacksboro

Michael Smith, City Manager

Date 4/10/2024 & 4/17/2024

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**SECTION 00 21 13
INSTRUCTIONS TO BIDDERS**

SUMMARY

1.01 THE INSTRUCTIONS IN THIS DOCUMENT AMEND OR SUPPLEMENT THE INSTRUCTIONS TO BIDDERS AND OTHER PROVISIONS OF THE BIDDING AND CONTRACT DOCUMENTS.

1.02 DOCUMENT INCLUDES

- A. Invitation
 - 1. Bid Submission
 - 2. Work Identified in Contract Documents
- B. Bid Documents and Contract Documents
 - 1. Definitions
 - 2. Contract Documents Identification
 - 3. Availability
 - 4. Examination
 - 5. Inquiries/Addenda
 - 6. Product/Assembly/System Substitutions
- C. Site Assessment
 - 1. Site Examination
- D. Qualifications
 - 1. Qualifications
- E. Bid Submission
 - 1. Bid Depository
 - 2. Submission Procedure
- F. Bid Enclosures/Requirements

1.03 RELATED DOCUMENTS

- A. Document 01 10 00 - Summary.
- B. Document 00 11 13 - Advertisement for Bids.
- C. Document 00 31 00 - Available Project Information.
- D. Document 00 41 00 - Bid Form.
- E. Document 00 43 25 - Substitution Request Form - During Procurement
- F. Document 00 73 00 - Supplementary Conditions:

INVITATION

2.01 BID SUBMISSION

- A. Bids signed and under seal, executed, and dated will be received at the office of the Owner at 112 West Belknap, Jacksboro, TX 76458 before 10 a.m. local standard time on the 1st day of May.
- B. Offers submitted after the above time shall be returned to the bidder unopened.
- C. Offers will be opened publicly immediately after the time for receipt of bids.
- D. Amendments to the submitted offer will be permitted if received in writing prior to bid closing and if endorsed by the same party or parties who signed and sealed the offer.

2.02 INTENT

- A. The intent of this Bid request is to obtain an offer to perform work to complete sidewalk improvements located at Archer Street, Main Street, and North Church Street for a Stipulated Sum contract, in accordance with Contract Documents.

2.03 WORK IDENTIFIED IN THE CONTRACT DOCUMENTS

- A. Work of this proposed Contract comprises building construction, including general construction Work.

2.04 CONTRACT TIME

- A. Perform the Work in 180 calendar days.

BID DOCUMENTS AND CONTRACT DOCUMENTS

3.01 DEFINITIONS

- A. Bid Documents: Contract Documents supplemented with Invitation To Bid, Instructions to Bidders, Information Available to Bidders, Bid Form Supplements To Bid Forms and Appendices identified.
- B. Contract Documents: Defined in this Project Manual including issued Addenda.
- C. Bid, Offer, or Bidding: Act of submitting an offer under seal.
- D. Bid Amount: Monetary sum identified by the Bidder in the Bid Form.

3.02 CONTRACT DOCUMENTS IDENTIFICATION

- A. Contract Documents are identified as Project Number CDM21-0176, as prepared by Architect, and with contents as identified in the Project Manual.

3.03 AVAILABILITY

- A. Bid Documents may be obtained at the office of Architect .
- B. Bid Documents are made available only for the purpose of obtaining offers for this project. Their use does not grant a license for other purposes.

3.04 EXAMINATION

- A. Bid Documents may be viewed at the office of Architect.
- B. Upon receipt of Bid Documents verify that documents are complete. Notify Architect should the documents be incomplete.
- C. Immediately notify Architect upon finding discrepancies or omissions in the Bid Documents.

3.05 INQUIRIES/ADDENDA

- A. Direct questions to Maurice Thames, email; mthames@eikoncg.com.
- B. Addenda may be issued during the bidding period. All Addenda become part of Contract Documents. Include resultant costs in the Bid Amount.
- C. Verbal answers are not binding on any party.
- D. Clarifications requested by bidders must be in writing not less than 7 days before date set for receipt of bids. The reply will be in the form of an Addendum, a copy of which will be forwarded to known recipients.

3.06 PRODUCT/ASSEMBLY/SYSTEM SUBSTITUTIONS

- A. Where the Bid Documents stipulate a particular product, substitutions will be considered up to 10 days before receipt of bids.
- B. Submit substitution requests by completing the form in Section 00 43 25 - Substitution Request Form - During Procurement; see this section for additional information and instructions. Use only this form; other forms of submission are unacceptable.
- C. When a request to substitute a product is made, Architect may approve the substitution and will issue an Addendum to known bidders.
- D. The submission shall provide sufficient information to determine acceptability of such products.
- E. Provide products as specified unless substitutions are submitted in this manner and accepted.
- F. See Section 01 60 00 - Product Requirements for additional requirements.

SITE ASSESSMENT

4.01 SITE EXAMINATION

- A. Examine the project site before submitting a bid.

QUALIFICATIONS

5.01 EVIDENCE OF QUALIFICATIONS

- A. To demonstrate qualification for performing the Work of this Contract, bidders may be requested to submit written evidence of financial position, license to perform work in the State.

BID SUBMISSION

6.01 SUBMISSION PROCEDURE

- A. Bidders shall be solely responsible for the delivery of their bids in the manner and time prescribed.
- B. Submit one copy of the executed offer on the Bid Forms provided, signed and sealed with the required security in a closed opaque envelope, clearly identified with bidder's name, project name and Owner's name on the outside.
- C. Improperly completed information, irregularities in security deposit, may be cause not to open the Bid Form envelope and declare the bid invalid or informal.
- D. An abstract summary of submitted bids will be made available to all bidders following bid opening.

6.02 BID INELIGIBILITY

- A. Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind, may at the discretion of the Owner, be declared unacceptable.
- B. Bid Forms, Appendices, and enclosures that are improperly prepared may, at the discretion of Owner, be declared unacceptable.
- C. Failure to provide security deposit, bonding or insurance requirements may, at the discretion of Owner, be waived.

BID ENCLOSURES/REQUIREMENTS

7.01 SECURITY DEPOSIT

- A. Bids shall be accompanied by a security deposit as follows:
 - 1. Bid Bond of a sum no less than 5 percent of the Bid Amount on AIA A310 Bid Bond Form.
- B. Endorse the Bid Bond in the name of the Owner as obligee, signed and sealed by the principal (Contractor) and surety.
- C. The security deposit will be returned after delivery to the Owner of the required Performance and Payment Bond(s) by the accepted bidder.
- D. Include the cost of bid security in the Bid Amount.
- E. If no contract is awarded, all security deposits will be returned.

7.02 BID FORM REQUIREMENTS

- A. Complete all requested information in the Bid Form and Appendices.

7.03 BID FORM SIGNATURE

- A. The Bid Form shall be signed by the bidder, as follows:
 - 1. Sole Proprietorship: Signature of sole proprietor in the presence of a witness who will also sign. Insert the words "Sole Proprietor" under the signature. Affix seal.

OFFER ACCEPTANCE/REJECTION

8.01 DURATION OF OFFER

- A. Bids shall remain open to acceptance and shall be irrevocable for a period of sixty (60) days after the bid closing date.

8.02 ACCEPTANCE OF OFFER

- A. Owner reserves the right to accept or reject any or all offers.
- B. After acceptance by Owner, Architect on behalf of Owner, will issue to the successful bidder, a written Notice To Proceed.

END OF SECTION 00 21 13

INSTRUCTION TO BIDDERS FOR CONSTRUCTION

1. Use of Separate Bid Forms

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

2. Interpretations or Addenda

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

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

3. Inspection of Site

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

4. Alternate bid items

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

5. Bids

- a. All bids must be submitted on the forms provided and are subject to all requirements of the Contract Documents, including the Drawings.
- b. All bids must be regular in every respect and no interlineation, excisions or special conditions may be made or included by the bidder.
- c. Bid documents, including but not limited to the bid, the bid bond(s), the contractor's certifications, local opportunity plan, and the statement of the bidder's qualifications, shall be sealed in an envelope and clearly labeled with the words "Bid Documents", the project number, name of bidder and the date and time of bid opening.

- d. The City / County may consider as irregular any bid on which there is an alteration of or departure from the bid form and, at its option, may reject any irregular bid.
- e. If a contract is awarded, it will be awarded to a responsible bidder on the basis of the lowest/best bid and the selected alternate bid items, if any. The contract will require the completion of the work in accordance with the contract documents.

6. Bid Modifications Prior to Bid Opening

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

7. Bid Bond

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

8. Statement of Bidders Qualifications

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

9. Unit Price

The unit price for each of the several items in the bid shall include its pro rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to this requirement may be rejected as informal. Special attention is drawn to this condition, as the unit prices will be used to determine the total bid price and the amount of any change orders resulting from an increase or decrease in quantities.

10. Corrections

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

11. Time for Receiving Bids

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

12. Opening of Bids

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

13. Withdrawal of Bids

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

14. Award of Contract/Rejection of Bids

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

15. Execution of Agreement/Performance and Payment Bonds

- a. Performance Bonds - Requires all prime contractors which enter into a formal contract in excess of \$100,000 with the State, a county, or a municipality; a department, board, or agency of the state, a county, or a municipality; and a school district or a subdivision thereof, to obtain a Performance Bond in the amount of the contract before commencing with work
- b. Payment Bonds- Requires all prime contractors which enter into a formal contract with the State, a county, or a municipality; a department, board, or agency of the state, a county, or a municipality; and a school district or a subdivision thereof, to furnish to the governmental entity a payment bond in the amount of the contract. The payment bond must be filed within 30 days from the date of the Notice of Award:
 - o Municipalities: If the contract is in excess of \$50,000, a payment bond is required.
 - o Counties: If the contract is in excess of \$25,000, a payment bond is required.
- c. The failure of the successful bidder to execute the agreement and supply the required bonds within thirty (30) days from the date of the notice of award-or within such extended period as the locality may grant, shall constitute a default and the locality may, at its option, either award the contract to the next lowest responsible bidder, or re-advertise for bids. In either case, the locality may charge against the bidder the difference between the amount of the bid, and the amount for which a contract is subsequently executed irrespective of whether this difference exceeds the amount of the bid bond. If a more favorable bid is received through re-advertisement, the defaulting bidder shall have no claim against the locality for a refund.

16. Wages and Salaries

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

17. Equal Employment Opportunity

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

18. Certification Regarding Lobbying –

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

19. Conflicts Disclosure Statement - (Sec. 176.003 in Chapter 176 of the Local Government Code)

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

1) the vendor enters into a contract with the local governmental entity, or the local governmental entity is considering entering into a contract with the vendor; and

2) the vendor:

I. 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;

II. 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; or has a family relationship with the local government officer.

(a-1). A local government officer is not required to file a conflicts disclosure statement in relation to a gift accepted by the officer or a family member of the officer if the gift is: (1) a political contribution as defined by Title 15, Election Code; or (2) food accepted as a guest.

(a-2). A local government officer is not required to file a conflicts disclosure statement under Subsection (a) if the local governmental entity or vendor described by that subsection is an administrative agency created under Section 791.013, Government Code.

b. A local government officer shall file the conflicts disclosure statement with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of the statement under Subsection (a).

DISCLAIMER: This sample draft document was developed by TDA’s Office of Rural Affairs and does not include all applicable provisions. This document has important legal consequences. Please consult with your legal counsel with respect to its completion or modification to insure that it is in compliance with any appropriate local, state and federal laws applicable.

SAMPLE CONSTRUCTION CONTRACT

THIS AGREEMENT made this the _____ day of _____, _____, by and between _____ (a corporation organized and existing under the laws of the State of _____) (a partnership consisting of _____) (an individual trading as _____) [Note 1] hereinafter called the “Contractor”, and _____ hereinafter called the “City/County.”

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

ARTICLE 1. Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services, and perform and complete all work required for the construction of the Improvements embraced in the Project; namely, _____ [Note 2] for the _____ Texas Community Development Block Grant (TxCDBG) project, all in strict accordance with the contract documents including all addenda thereto, numbered _____, dated _____ and _____, all as prepared by _____ acting and in these contract documents preparation, referred to as the “Engineer”.

Special Notes:

Note 1. Strike out the terms not applicable.

Note 2. Identify the principal items of Contract such as grading, paving, water mains, sewer lines, treatment facilities, etc.

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

Alternate Pricing Techniques: In the event the statutory provisions require the contract price to be a fixed sum, in the absence of an approved form, the following should be substituted for Article 2 above.

“**ARTICLE 2. The Contract Price.** The City/County will 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 _____ Dollars (\$_____).”

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

- | | |
|------------------------------|--|
| a. This Agreement (pgs. 1-3) | f. General Conditions, Part I |
| b. Addenda | g. Special Conditions |
| c. Invitation for Bids | h. Technical Specifications |
| d. Instructions to Bidders | i. Drawings (<i>as listed in the Schedule of Drawings</i>) |
| e. Signed Copy of Bid | j. [Add any applicable documents] |

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

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

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

(The Contractor)

By _____ [Note 4]

Title _____

(City/County)

By _____

Title _____

Special Notes:

Note 3. The number of copies to be executed by the parties should be stated in the agreement in the space provided. Such additional signed copies shall be prepared as may be required by the surety companies and others.

Note 4. Supply a description of the Contractor (e.g., proprietorship, partnership, and corporation).

Corporate Certifications

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

Corporate
Seal

(Corporate Secretary)

STATEMENT OF BIDDER'S QUALIFICATIONS

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

Date: _____

Bidder (Legal Name of Firm): _____

Date Organized: _____

Address : _____

_____ :

Date Incorporated _____

Federal ID Number: _____

Number of Years in contracting business under present name _____

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

Work Presently Under Contract:

Contract	Amount \$	Completion Date
----------	-----------	-----------------

Type of work performed by your company: _____

Total Staff employed by Firm (Break down by Managers and Trades on separate sheet):

Have you ever failed to complete any work awarded to you? ☐ Yes ☐ No

(If yes, please attach summary of details on a separate sheet. Include brief explanation of cause and resolution)

Have you ever defaulted on a contract? ☐ Yes ☐ No

(If yes, please attach summary of details on a separate sheet.)

Has your organization had any disbarments or suspensions that have been imposed in the past five years or that was still in effect during the five year period or is still in effect? ☐ Yes ☐ No

(If yes, list and explain; such list must include disbarments and suspensions of officers, principals, partners, members, and employees of your organization.)

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

Project	Amount \$	Mo/Yr Completed

Major equipment available for this contract: _____

Are you in compliance with all applicable EEO requirements? ☐ Yes ☐ No
(If no, please attach summary of details on a separate sheet.)

Bank References

Address: _____ Contact Name: _____

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

Credit available: \$ _____

Has the firm or predecessor firm been involved in a bankruptcy or reorganization? ☐ Yes ☐ No
(If yes, please attach summary of details on a separate sheet.)

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

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

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

Signed this _____ day of _____, 20____.

Signature

Printed Name and Title

Company Name

Notary Statement:

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

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

Notary Public

Signature

Printed Name

My Commission Expires: _____,

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

CONTRACTOR CERTIFICATIONS

U.S. Department of Housing and Urban Development	
CERTIFICATION OF BIDDER REGARDING CIVIL RIGHTS LAWS AND REGULATIONS	
INSTRUCTIONS	
CERTIFICATION OF BIDDER REGARDING Executive Order 11246 and Federal Laws Requiring Federal Contractor to adopt and abide by equal employment opportunity and affirmative action in their hiring, firing, and promotion practices. This includes practices related to race, color, gender, religion, national origin, disability, and veterans' rights.	
NAME AND ADDRESS OF BIDDER (include ZIP Code)	
CERTIFICATION BY BIDDER	
Bidder has participated in a previous contract or subcontract subject to Civil Rights Laws and Regulations. <input type="checkbox"/> Yes <input type="checkbox"/> No	
The undersigned hereby certifies that: <input type="checkbox"/> The <u>Provision of Local Training, Employment, and Business Opportunities</u> clause (Section 3 provision) is included in the Contract. <input type="checkbox"/> The <u>Equal Opportunity</u> clause is included in the Contract (if bid equals or exceeds \$10,000).	
Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended? <input type="checkbox"/> Yes <input type="checkbox"/> No	
NAME AND TITLE OF SIGNER (Please type)	
SIGNATURE	DATE

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

CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

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

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

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

2. Certifies that:

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

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

4. Certifies that:

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

(b) The undersigned is (choose one):

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

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

NAME	TITLE	ADDRESS

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

NAME	ADDRESS	NATURE OF INTEREST

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

NAME	ADDRESS	TRADE CLASSIFICATION

(Contractor)

Date _____

By _____

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of Texas)

County of _____)

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

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

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

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

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

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

(Signed) _____

Title

Subscribed and sworn to me this _____ day of _____.

By: _____
Notary Public

My commission expires _____

BID BOND

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

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

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

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

(SEAL)

(SEAL)

Attest:

By: _____

Affix
Corporate
Seal

Attest:

By: _____

Affix
Corporate

Attest:

By: _____

Countersigned

By _____

* Attorney-in-Fact, State of Texas

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

Corporate
Seal

Title: _____

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

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

(Name of Recipient)

(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:

(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.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that:

(Name of Contractor or Company)

(Address)

a _____ hereinafter called Principal, and

(Name of Surety Company)

(Address)

hereinafter called Surety, are held and firmly bound unto

(Name of Grant Recipient)

(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 CONDITION 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:

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 one of which shall be deemed an original, this the _____ day of _____.

ATTEST: _____
(Principal)

By _____(s)
(Principal Secretary)

(SEAL)

(Witness as to Principal) _____
(Address)

(Address) _____

ATTEST: _____
(Surety)

By _____
(Witness as to Surety) (Attorney in Fact)

(Address) _____
(Address)

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

ATTORNEY'S REVIEW CERTIFICATION

I, the undersigned, _____, the duly authorized and acting legal representative of the _____, do hereby certify as follows:

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

Attorney's signature: _____ Date: _____

Print Attorney's Name: _____

Texas State Bar Number: _____

Certification Regarding Lobbying

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

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

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

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

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

Signature of Contractor's Authorized Official

Printed Name and Title of Contractor's Authorized Official

Date

**SECTION 00 31 00
AVAILABLE PROJECT INFORMATION**

PART 1 GENERAL

1.01 EXISTING CONDITIONS

- A. Certain information relating to existing surface and subsurface conditions and structures is available to bidders but will not be part of Contract Documents, as follows:
- B. Site and Utility Survey: Entitled _____, dated _____.
 - 1. This survey identifies grade elevations prepared primarily for the use of Architect in establishing new grades and identifying natural water shed.

1.02 PERMITS

- A. Owner has obtained the following permits and/or approvals, that are required to be secured prior to commencement of construction work on this project:
 - 1. Building Permit for all trades.
 - 2. Contractor to register with the City of Jacksboro and pay all Permit Fees.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

3.01 OBTAINMENT OF PERMITS

- A. Building Permit Procedures: When required to obtain this permit:
 - 1. Complete and file permit application(s) with appropriate agency.
 - 2. Pay required fees.
 - 3. Do not commence execution of any item of work for which a permit has not been obtained.

END OF SECTION 00 31 00

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EIKON Consulting Group

**SECTION 00 41 00
BID FORM**

THE PROJECT AND THE PARTIES

1.01 TO:

- A. City of Jacksboro
112 West Belknap
Jacksboro, Texas 76458

1.02 FOR:

- A. Project: TxCDBG Downtown Revitalization Project

1.03 COMPLETE ATTACHED BID PROPOSAL FORM

END OF SECTION 00 41 00

CDM21-0176 / TxCDBG Downtown Revitalization Project	00 41 00 - 1	Bid Form
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BID PROPOSAL
CITY OF
JACKSBORO
2024 TxCDBG DOWNTOWN REVITALIZATION
IMPROVEMENTS
TDA Project No. CDM21-0176

Date: _____

Proposal of _____ hereinafter called "Bidder,"
organized and existing under the laws of the State of _____, doing
business as a _____*.

* Insert "Corporation", "Partnership", or "Individual" as applicable.

To: CITY OF JACKSBORO, TEXAS, hereinafter called "Owner"

In compliance with the Advertisement for Bids, Bidder hereby proposes to perform all work for the construction of **2024 CDBG Downtown Revitalization Improvements** in strict accordance with the Contract Documents, within the time set forth herein, and at the prices stated in the Bid Schedule.

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

Bidder hereby agrees to commence work under this Contract on or before a date to be specified in the Notice to Proceed and to fully complete the project within **180** consecutive calendar days. Bidder further agrees to pay as liquidated damages the sum of **\$500.00** for each consecutive calendar day thereafter as provided in Section 15 of the General Conditions.

Bidder acknowledges receipt of the following Addenda:

Bidder agrees to perform all work described in the Contract Documents for the following unit or lump sum prices. Unit prices shall be rounded off to two decimal places only.

CITY OF JACKSBORO
2024 TxCDBG DOWNTOWN REVITALIZATION
IMPROVEMENTS
BASE BID SCHEDULE A

Show prices in numerals. Round off unit prices to two decimal places only.

These Bid Prices must include all labor, materials, equipment, insurance, overhead, superintendence, transportation, taxes, permits, profits & incidentals to cover the finished Work called for in the Contract Documents.

For all Labor, Materials, Equipment, and Incidentals to Furnish and Install the Following:

Bid Item	Description	Est. Qty.	Unit	Unit Price	Extended Amount
1	Mobilization, Bonds, and Insurance	1	LS	\$	\$
2	Site Demolition (W Archer Street)	7165	SY	\$	\$
3	Site Demolition (N. Church Street)	7196	SY	\$	\$
4	Concrete Road Paving (W Archer Street)	4970	SF	\$	\$
5	Concrete Road Paving (N. Church Street)	3894	SF	\$	\$
6	Concrete Sidewalk Paving (W Archer Street)	2195	SF	\$	\$
7	Concrete Sidewalk Paving (N. Church Street)	3302	SF	\$	\$
8	Construct ADA Compliant Ramps (W Archer Street)	3	EA	\$	\$
9	Construct ADA Compliant Ramps (N. Church Street)	3	EA	\$	\$
10	Concrete Foundation	42	SY	\$	\$
11	Traffic Control	1	LS	\$	\$
12	Brick Pavers (W Archer Street)	3364	SF	\$	\$
13	Brick Pavers (N. Church Street)	3232	SF	\$	\$
14	Handrails	163	LF	\$	\$
15	Brick Veneer at Masonry Walls	372	SF	\$	\$
16	Street Lamps	8	EA	\$	\$
TOTAL BASE BID A (Items 1 - 16)					\$

Note: The Owner reserves the right to award the Base Bid with or without any portion of the deductible alternates.

CITY OF JACKSBORO
2024 TxCDBG DOWNTOWN REVITALIZATION
IMPROVEMENTS

Show prices in numerals. Round off unit prices to two decimal places only.

These Bid Prices must include all labor, materials, equipment, insurance, overhead, superintendence, transportation, taxes, permits, profits & incidentals to cover the finished Work called for in the Contract Documents.

DEDUCTIBLE ALTERNATE BID SCHEDULE A

For all Labor, Materials, Equipment, and Incidentals to Furnish and Install the Following:

Bid Item	Description	Est. Qty.	Unit	Unit Price	Extended Amount
DA1	Site Demolition (N. Church Street)	7196	SY	\$	\$
DA2	Concrete Road Paving (N. Church Street)	3894	SF	\$	\$
DA3	Concrete Sidewalk Paving (N. Church Street)	3302	SF	\$	\$
DA4	Brick Pavers (N. Church Street)	3232	SF	\$	\$
DA5	Street Lamps (N. Church Street)	4	EA	\$	\$
TOTAL DEDUCTIBLE ALTERNATE BID A (Items DA1)					\$

DEDUCTIBLE ALTERNATE BID SCHEDULE B

For all Labor, Materials, Equipment, and Incidentals to Furnish and Install the Following:

Bid Item	Description	Est. Qty.	Unit	Unit Price	Extended Amount
DB1	Stamped Concrete in lieu of brick pavers	6,596	SF	\$	\$
TOTAL DEDUCTIBLE ALTERNATE BID B (Items DB1)					\$

DEDUCTIBLE ALTERNATE BID SCHEDULE C

For all Labor, Materials, Equipment, and Incidentals to Furnish and Install the Following:

Bid Item	Description	Est. Qty.	Unit	Unit Price	Extended Amount
DC1	Street Lamps	8	EA	\$	\$
TOTAL DEDUCTIBLE ALTERNATE BID C (Items DC1)					\$

Note: The Owner reserves the right to award the Base Bid with or without any portion of the deductible alternates.

Note: If deductible alternate bid schedule A is awarded, alternate bid schedules B & C apply only to W Archer Street bid item quantities.

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**SECTION 00 43 25
SUBSTITUTION REQUEST FORM - DURING PROCUREMENT
END OF SECTION 00 43 25**

SECTION 00 43 25
SUBSTITUTION REQUEST FORM - DURING PROCUREMENT

PART 1 - GENERAL

1.01 DEFINITION

- A. Acceptable Manufacturers and Products: See Section 01 6000.
- B. This Section includes administrative and procedural requirements for handling requests for substitutions made prior to bid.
- C. Any product proposed by Contractor which does not meet requirements of the Contract Documents, whether in product characteristics, performance, quality, or manufacturer or brand names, is considered a substitution.
- D. In case of non-availability of materials contact Architect for review and action.
- E. For bidding purposes; base all bids on materials, equipment and procedures specified or approved by Addenda.

1.02 SUBSTITUTION PRIOR TO BIDDING REQUEST

- A. Submit complete data substantiating compliance of proposed substitution with Contract Documents.
- B. For products and systems:
 - 1. Product identification, including manufacturer's name.
 - 2. Manufacturer's literature, marked to indicate specific model, type, size, and options to be considered:
 - a. Product description.
 - b. Performance and test data.
 - c. Reference standards.
 - d. Difference in power demand, air quantities, etc.
 - e. Dimensional differences from specified unit.
 - 3. Samples:
 - a. Architect reserves right to retain sample until physical units are installed on project for comparison purposes.
 - b. Requester pay all costs of furnishing and return of samples.
 - c. Architect is not responsible for loss of or damage to samples.
 - 4. Name and address of at least five similar projects that proposed product has been in use for at least four years, and name and phone number of owner's and architect's or engineer's representative, which Owner or Architect can contact to discuss; product, installation, and field performance data.
- C. For construction methods:
 - 1. Detailed description of proposed method.
 - 2. Illustrate with drawings.
- D. Itemized comparison of proposed substitute to specified item; indicate variations.
- E. Effect and changes required on other trades, subcontractors or contracts.
- F. Data related to change in construction time.
- G. Cost of proposed substitution in comparison with product, system or method specified.
- H. Availability of maintenance and repair services, and sources of repair or replacement items.
- I. Warranty comparison with specified product or system.

1.03 PRODUCT SELECTION - GENERAL

- A. Certain types of products are described in Project Manual by means of trade names, catalog numbers and/or manufacturer's names. This is not intended to exclude from consideration other products which may be capable of accomplishing purpose indicated.

CDM21-0176 / TxCDBG Downtown Revitalization Project	00 43 25 - 1	Substitution Request Form - During Procurement
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- B. Other types of products may be considered acceptable to Owner and Architect in place of those specified.
- C. Listing of a manufacturer implies acceptance of them only as supplier of a product which complies with specified item.
 - 1. See Section 01 6000 for definition of Base and Optional manufacturers.
- D. No substitution permitted after execution of contract, unless allowed by Contract Documents.
- E. Conditional bids and voluntary alternates will not be considered unless allowed by Instructions to Bidders.

1.04 SUBSTITUTION REQUESTS

- A. Only written requests with complete data for evaluation will be considered.
 - 1. Request must be received at least 10 calendar days prior to bid date.
 - 2. Requests received late will not be considered.
 - 3. Submit evaluation data with attached form to Architect.
- B. In making request for substitution, Suppliers represent:
 - 1. has personally investigated proposed product, system or method, and has determined that it is equal or superior in all respects to that specified, and that it will perform intended function;
 - 2. is in full compliance with applicable code;
 - 3. will provide same warranty for substitute item as for product, system or method specified;
 - 4. if a finish product, complies color wise and pattern wise with base specified items;
 - 5. will coordinate installation of accepted substitution into Work, to include building modifications if necessary, and be responsible for such modifications as may be required for Work to be complete and functional in all respects;
 - 6. certifies cost data presented is complete and includes all related costs, excluding Architect's review and redesign cost;
 - 7. waive all claims for additional costs or time extensions related to substitution which subsequently become apparent or are caused by substitution;
 - 8. will pay additional costs to other trades, subcontractors or contracts caused by substitution;
 - 9. will pay all Architect's review and redesign cost, special inspections, and other costs caused by substitutions or revisions made necessary by the acts or omissions of Contractor, due to product submittal or product not being ordered in a timely manor, due to ease of construction progress or Work, or which are in interest of or are for convenience of supplier, subcontractor or Contractor;
 - 10. Acknowledge acceptance of these provisions.
- C. Supplier sign substitution request in space provided on form acknowledging acceptance of terms.

1.05 APPROVAL OF SUBSTITUTION REQUEST

- A. No verbal or written approvals other than by Addenda will be valid.
 - 1. Addendum listing approved substitutions will be published prior to Bid date.

1.06 REJECTION OF SUBSTITUTION REQUESTS

- A. Substitutions may not be considered if:
 - 1. Submitted after stipulated date or time period.
 - 2. Not submitted in accord with this Section.
 - 3. Acceptance will require substantial revision of Contract Documents, building or system.
 - 4. Substitution request does not indicate specific item for which request is submitted.
 - 5. Substitution Request form is not properly executed and signed.
 - 6. Substitution request for manufacturer acceptance only.
 - 7. Insufficient information submitted.
 - 8. Substitution color or pattern wise does not comply with base specified item.
 - 9. Substitution does not appear to comply with requirements of specifications for base item.

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PROJECT:	
PROJECT NUMBER:	
TO: EIKON CONSULTING GROUP 1405 WEST CHAPMAN DRIVE SANGER, TX 76266	
----- -----	
SPECIFIED PRODUCT:	
SUBSTITUTION REQUEST FOR:	_____
SPECIFICATION SECTION NUMBER:	_____
ARTICLE(S)/PARAGRAPH(S)	_____
REASON FOR SUBSTITUTION REQUEST:	

<input type="checkbox"/> FAILS TO COMPLY WITH BUILDING CODE REQUIREMENTS	<input type="checkbox"/> NOT AVAILABLE
<input type="checkbox"/> UNAVAILABLE TO MEET PROJECT SCHEDULE	<input type="checkbox"/> REDUCE PROJECT CONSTRUCTION TIME
<input type="checkbox"/> NO QUALIFIED INSTALLER FOR SPECIFIED ITEM	<input type="checkbox"/> PROJECT COST SAVINGS
<input type="checkbox"/> SUPPLIER REFUSES TO WARRANT ITEM OR INSTALLATION	<input type="checkbox"/> UNSUITABLE FOR APPLICATION
<input type="checkbox"/> SUPPLIER, SUBCONTRACTOR, OR CONTRACTOR CONVENIENCE	<input type="checkbox"/> CONSTRUCTABILITY ISSUE
<input type="checkbox"/> OTHER:	
EXPLANATION IN DETAIL:	_____
_____ _____ _____ _____ _____ _____ _____ _____ _____	

SUPPORTING DATA	
ATTACH PRODUCT DESCRIPTION, SPECIFICATIONS, DRAWINGS, PHOTOGRAPHS, PERFORMANCE DATA, TEST DATA, ENVIRONMENTAL CRITERIA, AND ANY ADDITIONAL DATA OR INFORMATION FOR EVALUATION OF THE PROPOSED SUBSTITUTION.	

[illegible]

LIST MINIMUM OF FIVE PREVIOUS INSTALLATIONS, WHICH PROPOSED PRODUCT HAS BEEN INSTALLED FOR AT LEAST FOUR YEARS:

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(NAME&PHONE):	
CONTRACTOR:	
DATE INSTALLED:	
DOLLAR VALUE:	
PROJECT:	
ADDRESS:	
ARCHITECT (NAME&PHONE):	
OWNER (NAME&PHONE):	
CONTRACTOR:	
DATE INSTALLED:	
DOLLAR VALUE:	
PROJECT:	
ADDRESS:	
ARCHITECT (NAME&PHONE):	
OWNER (NAME&PHONE):	
CONTRACTOR:	
DATE INSTALLED:	
DOLLAR VALUE:	
PROJECT:	
ADDRESS:	
ARCHITECT (NAME&PHONE):	
OWNER (NAME&PHONE):	
CONTRACTOR:	
DATE INSTALLED:	
DOLLAR VALUE:	
PROJECT:	
ADDRESS:	
ARCHITECT (NAME&PHONE):	
OWNER (NAME&PHONE):	
CONTRACTOR:	
DATE INSTALLED:	
DOLLAR VALUE:	
PROJECT:	
ADDRESS:	
ARCHITECT (NAME&PHONE):	
OWNER (NAME&PHONE):	
CONTRACTOR:	
DATE INSTALLED:	
DOLLAR VALUE:	

EFFECT OF SUBSTITUTION:

SUSTITUTION AFFECTS OTHER PARTS OF WORK:	NO __	YES __	(IF YES, EXPLAIN)
SUBSTITUTION REQUIRES DIMENSIONAL REVISION OR REDESIGN OF STRUCTURE OR MECHNCIAL AND ELECTRICAL WORK:	NO __	YES __	(IF YES, EXPLAIN)
SAME WARRANTEE PROVIDED AS SPECIFIED	NO __	YES __	(IF NO, EXPLAIN)

BASE PRODUCT:				
EXPLANATION:				

COST DIFFERENCE:		\$ _____	(ADD / DEDUCT)	
TOTAL COST IMPLICATIONS OF SUBSTITUTION:		\$ _____	(ADD / DEDUCT)	
TOTAL TIME IMPLICATIONS:		\$ _____	(ADD / DEDUCT)	

STATEMENT OF CONFORMANCE OF REQUEST TO CONTRACT REQUIREMENTS:

SUPPLIER, SUBCONTRACTOR AND CONTRACTOR IN MAKING SUBSTITUTION REQUEST OR IN USING AN APPROVED SUBSTITUTION REPRESENT: HAS PERSONALLY INVESTIGATED THE PROPOSED SUBSTITUTION AND DETERMINED IT IS EQUAL OR SUPERIOR IN ALL RESPECTS TO SPECIFIED PRODUCT OR SYSTEM AND WILL PERFORM INTENDED FUNCTION, EXCEPT AS STATED ABOVE.

___ HAS PERSONALLY INVESTIGATED THE PROPOSED SUBSTITUTION AND DETERMINED IT IS EQUAL OR SUPERIOR IN ALL RESPECTS TO SPECIFIED PRODUCT OR SYSTEM AND WILL PERFORM INTENDED FUNCTION, EXCEPT AS STATED ABOVE.

- ☐ IS IN FULL COMPLIANCE WITH APPLICABLE CODE REQUIREMENTS.
- ☐ WILL PROVIDE SAME WARRANTY FOR SUBSTITUTE ITEM AS FOR PRODUCT, SYSTEM OR METHOD SPECIFIED.
- ☐ WILL COORDINATE INSTALLATION OF ACCEPTED SUBSTITUTION INTO WORK, TO INCLUDE BUILDING MODIFICATIONS IF NECESSARY, MAKING SUCH CHANGES AS MAY BE REQUIRED FOR WORK TO BE COMPLETE IN ALL RESPECTS.
- ☐ WAIVE ALL CLAIMS FOR ADDITIONAL COSTS OR TIME EXTENSIONS RELATED TO SUBSTITUTION THAT SUBSEQUENTLY BECOME APPARENT OR ARE CAUSED BY SUBSTITUTION.
- ☐ IF A FINISH PRODUCT, COLOR WISE AND PATTERN WISE COMPLIES WITH BASE SPECIFIED ITEMS.
- ☐ CERTIFIES COST DATA PRESENTED IS COMPLETE AND INCLUDES ALL RELATED COSTS UNDER THIS CONTRACT, EXCLUDING ARCHITECT'S REVIEW AND REDESIGN COST.
- ☐ WILL PAY ARCHITECT'S REVIEW AND REDESIGN COST, SPECIAL INSPECTIONS, AND OTHER COSTS CAUSED BY SUBSTITUTION.
- ☐ WILL PAY ADDITIONAL COSTS TO OTHER CONTRACTORS CAUSED BY SUBSTITUTION.
- ☐ WILL MODIFY OTHER PARTS OF WORK AS MAY BE NEEDED, TO MAKE ALL PARTS OF WORK COMPLETE AND FUNCTIONING.
- ☐ ACKNOWLEDGE ACCEPTANCE OF THESE PROVISIONS.

LIST OF ATTACHMENTS:

ACKNOWLEDGEMENTS:

FOLLOWING FIRM HEREGY REQUEST CONSIDERATION OF FOLLOWING PORODUCT OR SYSTEMS AS A SUBSTITUTION IN ACCORD WITH THE PROVISIONS OF THE CONTRACT DOCUMENTS:

SUPPLIER/VENDER: _____	

ACKNOWLEDGED BY (PRINT&SIGN): _____	DATE: _____
POSITION: _____	PHONE: _____
SUBCONTRACTOR: _____	

ACKNOWLEDGED BY (PRINT&SIGN): _____	DATE: _____
POSITION: _____	PHONE: _____
CONTRACTOR: _____	

ACKNOWLEDGED BY (PRINT&SIGN): _____	DATE: _____
POSITION: _____	PHONE: _____

END OF SECTION 00 43 25

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EIKON Consulting Group

**SECTION 00 52 00
AGREEMENT FORM**

PART 1 GENERAL

1.01 FORM OF AGREEMENT

1.02 THE AGREEMENT TO BE EXECUTED IS ATTACHED FOLLOWING THIS PAGE.

1.03 RELATED REQUIREMENTS

- A. Section 00 72 00 - General Conditions.
- B. Section 01 42 16 - Definitions.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION 00 52 00

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**SECTION 00 60 00
PROJECT FORMS**

- A. CODE OF CONDUCT**
- B. GENERAL CONDITIONS FOR CONSTRUCTION**
- C. HOUSE BILL 13, 19 & 89 VERIFICATION**
- D. LOCAL OPPORTUNITY PLAN & CONTRACT BREAKDOWN**
- E. REQUIRED CONTRACT PROVISIONS**
- F. SAMPLE CERTIFICATE OF INSURANCE**
- G. SECTION 504 CERTIFICATION**
- H. SECTION 3 GUIDELINES FOR CONSTRUCTION CONTRACTORS**
- I. STATE OF TEXAS 2024 WAGE REQUIREMENTS**
- J. HUD-4010 FEDERAL LABOR STANDARDS PROVISIONS**

END OF SECTION 00 60 00

CODE OF CONDUCT

A1002

As a Grant Recipient of a TxCDBG contract, City of Jacksboro shall avoid, neutralize or mitigate actual or potential conflicts of interest so as to prevent an unfair competitive advantage or the existence of conflicting roles that might impair the performance of the TxCDBG contract or impact the integrity of the procurement process.

For procurement of goods and services, no employee, officer, or agent of the City of Jacksboro shall participate in the selection, award, or administration of a contract supported by TxCDBG funds if he or she has a real or apparent conflict of interest. Such a conflict could arise if the employee, officer or agent; any member of his/her immediate family; his/her partner; or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

No officer, employee, or agent of the City of Jacksboro shall solicit or accept gratuities, favors or anything of monetary value from contractors or firms, potential contractors or firms, or parties to sub-agreements, except where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value.

Contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements.

For all other cases, no employee, agent, consultant, officer, or elected or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or subrecipients which are receiving TxCDBG funds, that has any CDBG function/responsibility, or is in a position to participate in a decision-making process or gain inside information, may obtain a financial interest or benefit from the TxCDBG activity.

The conflict of interest restrictions and procurement requirements identified herein shall apply to a benefitting business, utility provider, or other third party entity that is receiving assistance, directly or indirectly, under a TxCDBG contract or award, or that is required to complete some or all work under the TxCDBG contract in order to meet the National Program Objective.

Any person or entity including any benefitting business, utility provider, or other third party entity that is receiving assistance, directly or indirectly, under a TxCDBG contract or award, or that is required to complete some or all work under the TxCDBG contract in order to meet a National Program Objective, that might potentially receive benefits from TxCDBG awards may not participate in the selection, award, or administration of a contract supported by CDBG funding.

Any alleged violations of these standards of conduct shall be referred to the City of Jacksboro Attorney. Where violations appear to have occurred, the offending employee, officer or agent shall be subject to disciplinary action, including but not limited to dismissal or transfer; where violations or infractions appear to be substantial in nature, the matter may be referred to the appropriate officials for criminal investigation and possible prosecution.

**PASSED, APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF JACKSBORO, TEXAS
ON THE 11TH DAY OF APRIL, 2022.**

CITY OF JACKSBORO


**CRAIG FENTER
MAYOR**

3/1/2022

RESOLUTION R-03-2022
CITY OF JACKSBORO

GENERAL CONDITIONS - PART I FOR CONSTRUCTION

1. Contract and Contract Documents

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

2. Definitions

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

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

3. Supervision by Contractor

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

4. Subcontracts

- (a) The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until Contractor has verified the subcontractor is eligible to participate in federally funded contracts.
- (b) No proposed subcontractor shall be disapproved by the City except for cause.
- (c) The Contractor shall be as fully responsible to the City for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them.

(d) Nothing contained in the Contract shall create any contractual relation between any subcontractor and the City.

5. Fitting and Coordination of Work

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

6. Payments to Contractor

(a) Partial Payments

- 1) The Contractor shall prepare the requisition for partial payment as of the last day of the month and submit it, with the required number of copies, to the Engineer for approval. The amount of the payment due the Contractor shall be determined by adding to the total value of work completed to date, the value of materials properly stored on the site and deducting (1) ten percent (10%) of the total amount, to be retained until final payment, and (2) the amount of all previous payments. The total value of work completed to date shall be based on the estimated quantities of work completed and on the unit prices contained in the agreement. The value of materials properly stored on the site shall be based upon the estimated quantities of such materials and the invoice prices. Copies of all invoices shall be available for inspection of the Engineer.
- 2) Monthly or partial payments made by the City to the Contractor are advanced for the purpose of assisting the contractor to expedite the work of construction. The Contractor shall be responsible for the care and protection of all materials and work upon which payments have been made until final acceptance of such work and materials by the City. Such payments shall not constitute a waiver of the right of the City to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the City in all details.

(b) Final Payment

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

(c) Payments Subject to Submission of Certificates

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

(d) Withholding Payments

The City may withhold any payment due the Contractor as deemed necessary to protect the City, and if so elects, may also withhold any amounts due from the Contractor to any subcontractors or material dealers, for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the City and will not require the City to determine or adjust any claims or disputes between the Contractor and its subcontractors or material dealers, or to withhold any moneys for their protection unless the City elects

to do so. The failure or refusal of the City to withhold any moneys from the Contractor shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

7. Changes in the Work

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

(e) Claims for Extra Cost

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

9. Termination, Delays, and Liquidated Damages

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

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

Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by City; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against City/County for any additional compensation or damages in the event of such termination and payment.

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

In the event that any of the provisions of this contract are violated by the Contractor, or by any subcontractors, the City/County may serve written notice upon the Contractor and the Surety of its intention to terminate the contract. The notices shall contain the reasons for such intention to terminate the contract, and unless such violation or delay shall cease and satisfactory arrangement of correction be made within ten days, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the City shall immediately serve notice thereof upon the Surety and the Contractor. The Surety shall have the right to take over and perform the contract. Provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the City may take over the work and complete the project by bid/contract or by force account at the expense of the Contractor and his Surety shall be liable to the City for any excess cost incurred. In such event the City may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefore.

(c) Liquidated Damages for Delays.

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

(d) Excusable Delays.

- 1) The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due to:
- 2) Any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, national defense, or any other national emergency;
- 3) Any acts of the City/County;
- 4) Causes not reasonably foreseeable by the parties to this Contract at the time of execution which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, terrorism, war, acts of another Contractor in the performance of some other contract with the City/County, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions.
- 5) Provided, however, that the Contractor promptly notifies the City/County within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the City/County shall ascertain the facts and the cause and

extent of delay. If, upon the basis of the facts and the terms of this contract, the delay is properly excusable, the City/County shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

10. Assignment or Novation

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

11. Technical Specifications and Drawings

Anything mentioned in the Technical Specifications and not shown on the Drawings or vice versa shall be of like effect as if shown on or mentioned in both. In case of difference between Drawings and Technical Specifications, the Technical Specifications shall govern. In case of any discrepancy in Drawings, or Technical Specifications, the matter shall be immediately submitted to the City/County for review. Contractor shall be liable for any issues or expenses in the event the discrepancy is not submitted to the City/County.

12. Shop Drawings

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

13. Requests for Supplementary Information

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

14. Materials and Workmanship

- (a) Unless otherwise specifically provided for in the technical specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the technical specifications as "equal to" any particular standard, the Engineer shall decide the question of equality.
- (b) The Contractor shall furnish to the City/County for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which he contemplates installing together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval full information concerning all other materials or articles which he proposes to incorporate.
- (c) Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.
- (d) Materials specified by reference to the number or symbol of a specific standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in the technical specifications shall have full force and effect as though printed therein.
- (e) The City/County may require the Contractor to dismiss from the work such employee or employees as the City/County or the Engineer may deem unqualified.
- (f) Domestic Preferences - As appropriate and to the extent consistent with law and to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

15. Samples, Certificates and Tests

- (a) The Contractor shall submit all material or equipment samples, certificates, affidavits, etc., as called for in the contract documents or required by the Engineer, promptly after award of the contract and acceptance of the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been approved in writing by the Engineer. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the contract time.
- (b) Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information which will assist the Engineer in making a prompt decision regarding the acceptability of the sample. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.
- (c) Approval of any materials shall be general only and shall not constitute a waiver of the City/County's right to demand full compliance with Contract requirements. After actual deliveries, the Engineer will have such check tests made as

he deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the Engineer will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable.

- (d) Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:
- 1) The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the Engineer;
 - 2) The Contractor shall assume all costs of re-testing materials which fail to meet contract requirements;
 - 3) The Contractor shall assume all costs of testing materials offered in substitution for those found deficient;
 - 4) The City/County will pay all other expenses.

16. Permits and Codes

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

17. Care of Work

- (a) The Contractor shall be responsible for all damages to person or property that occur as a result of its fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance.
- (b) In an emergency affecting the safety of life, limb or property, including adjoining property, the Contractor, without special instructions or authorization from the City/County is authorized to act to prevent such threatened loss or injury. Contractor shall follow all instructions of City/County.

- (c) The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and shall be responsible for completely repairing any damage thereto caused by the operations.
- (d) The Contractor shall shore up, brace, underpin, secure, and protect as maybe necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the improvements included in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the City from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the City may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

18. Accident Prevention

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

19. Sanitary Facilities

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

20. Use of Premises

- (a) The Contractor shall confine equipment, storage of materials, and construction operations to the contract limits as shown on the drawings and as prescribed by ordinances or permits, or as may be desired by the City, and shall not unreasonably encumber the site or public rights of way with materials and construction equipment.

- (b) The Contractor shall comply with all reasonable instructions of the City and all existing federal, state and local regulations regarding signs, advertising, traffic, fires, explosives, danger signals, and barricades.

21. Removal of Debris, Cleaning, Etc.

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

22. Inspection

- (a) All materials and workmanship shall be subject to inspection, examination, or test by the City and Engineer at any and all times during manufacture or construction and at any and all places where such manufacture or construction occurs. The City shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the City may by contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any Monies which may be due the Contractor, without prejudice to any other rights or remedies of the City.
- (b) The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required. All tests by the City will be performed in such manner as not to delay the work unnecessarily and will be made in accordance with the provisions of the technical specifications.
- (c) The Contractor shall notify the City sufficiently in advance of back filling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the City, the Contractor shall uncover for inspection and recover such facilities at Contractor's expense, when so requested by the City.
- (d) Should it be considered necessary or advisable by the City at any time before final acceptance of the entire work to make an examination of work already completed, the Contractor shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any important or essential respect, due to fault of the Contractor or subcontractors, the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, shall be reimbursable and if completion of the work of the entire Contract has been delayed, a suitable extension of time will be approved.
- (e) Inspection of materials and appurtenances to be incorporated in the improvements included in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the technical specifications, shall be final, except as regards to: (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the Project Site.
- (f) Neither inspection, testing, approval nor acceptance of the work in whole or in part, by the City or its agents shall relieve the Contractor or its sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract.

23. Review by City

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

24. Final Inspection

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

25. Deduction for Uncorrected Work

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

26. Insurance

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

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

27. Warranty of Title

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

28. Warranty of Workmanship and Materials

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the improvements included in this Contract by the City or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or

workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of _____ months from the date of final acceptance of the work.

29. Job Offices

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

30. Partial Use of Site Improvements

The City may give notice to the Contractor and place in use those sections of the improvements which have been completed, inspected and can be accepted as complying with the technical specifications and if in its opinion, each such section is reasonably safe, fit, and convenient for the use and accommodation for which it was intended, provided:

- (a) The use of such sections of the Improvements shall in no way impede the completion of the remainder of the work by the Contractor.
- (b) The Contractor shall not be responsible for any damages or maintenance costs due directly to the use of such sections.

31. Local Program Liaison

For purposes of this Agreement, the City Manager or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Contractor. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

32. Access to Information

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

(b) Contractor shall include the substance of this clause in all subcontracts it awards.

33. Records Retention

(a) The Contractor shall retain all required records for three years after the City makes its final payment and all pending matters are closed.

(b) Contractor shall include the substance of this clause in all subcontracts it awards.

34. Resolution of Program Non-Compliance and Disallowed Costs

In the event of any dispute, claim, question, or disagreement arising from or relating to this Contract, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Contract and choose a mediator that is not

affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. *[This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits, or any other item of concern to the parties.]* If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

35. Compliance with Davis-Bacon Act

All laborers and mechanics employed upon the work covered by this Contract shall be paid unconditionally and not less often than once each week, and without subsequent deduction or rebate on any account (except such payroll deductions as are made mandatory by law and such other payroll deductions as are permitted by the applicable regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to the Anti-Kickback Act hereinafter identified), the full amount due at time of payment computed at wage rates not less than those contained in the wage determination decision of said Secretary of Labor (a copy of which is attached as Attachment ___ and herein incorporated by reference), regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such laborers and mechanics. All laborers and mechanics employed upon such work shall be paid in cash, except that payment may be by check if the employer provides or secures satisfactory facilities approved by the City for the cashing of the same without cost or expense to the employee. For the purpose of this clause, contributions made or costs reasonably anticipated under Section 1 (b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section 5.5 (a) (1) (iv) of Title 29, Code of Federal Regulations. Also for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

The Contractor and its subcontractors shall not, by any means, induce any person employed in the construction, completion, or repair of public work, give up any part of the compensation to which he or she is otherwise entitled. The City must report all suspected or reported violations to TDA.

36. Conflicts of interest.

- (a) Governing Body. No member of the governing body of the City and no other officer, employee, or agent of the City, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of TxCDBG award between TDA and the City, shall have any personal financial interest, direct or indirect, in the Contractor or this Contract; and the Firm shall take appropriate steps to assure compliance.
- (b) Other Local Public Officials. No other public official, who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the TxCDBG award between TDA and the City, shall have any personal financial interest, direct or indirect, in the Contractor or this Contract; and the Contractor shall take appropriate steps to assure compliance.
- (c) The Contractor and Employees. The Contractor warrants and represents that it has no conflict of interest associated with the TxCDBG award between TDA and the City or this Contract. The Contractor further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the TxCDBG award between TDA and the City or in any business, entity, organization or person that may benefit from the award. The Contractor further agrees that it will not employ an individual with a conflict of interest as described herein.

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

The Contractor certifies, by entering into this Contract, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term “principal” for purposes of this Contract is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor. The Contractor understands that it must not make

any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

38. [For Contracts that exceed \$100,000] Anti-Lobbying

Contractor shall file the required certification: 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 of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

39. [For Contracts > \$100K] Overtime Requirements

No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of 40 hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of 40 hours in such work week, as the case may be.

40. [For Contracts > \$150K] Clean Air Act and the Federal Water Pollution Control Act

The Contractor or subcontractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

41. Equal Opportunity Clause [applicable to contracts and subcontracts over \$10,000].

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

- (a.) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

43. Section 504 Rehabilitation Act of 1973, as amended.

The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.

44. 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.

45. Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.

- (a) The work to be performed under this Contract is subject to the requirements of section 3 of the Housing and Urban Development (HUD) Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this Contract agree to comply with HUD's regulations in 24 CFR part 75, which implement section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- (c) The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- (d) The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 75. Minimum expectations of effort to direct employment opportunities to such workers are identified in the TxCDBG Project Implementation Manual.
- (e) Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

46. Contract Documents and Drawings

The City will furnish the Contractor without charge _____ copies of the Contract Documents, including Technical Specifications and Drawings. Additional copies requested by the Contractor will be furnished at cost.

47. Contract Period

The work to be performed under this contract shall commence within the time stipulated by the City in the Notice to Proceed, and shall be fully completed within 180 calendar days thereafter.

48. Liquidated Damages

Since the actual damages for any delay in completion of the work under this contract are impossible to determine, the Contractor and his Sureties shall be liable for and shall pay to the City the sum of Five Hundred Dollars (\$500.00) as fixed, agreed and liquidated damages for each calendar day of delay from the above stipulated time for completion.

49. Gender Neutral - Gender References

When necessary, unless the context clearly requires otherwise, any gender-specific or gender-neutral term in this Contract (for example, he, she, it, etc.) is to be read as referring to any other gender or to no gender.

House Bills 13, 19 & 89 Verification

Pursuant to Senate Bill 13 of the 87th regular Texas Legislature session:

Verification Regarding Boycotting Energy Companies – Pursuant to Chapter 2274, Texas Government Code, Contractor verifies (1) it does not boycott energy companies, and (2) it will not boycott energy companies during the term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this verification is inaccurate. (Note: This provision only applies in a contract that (1) has a value of \$100,000 or more that is to be paid wholly or partly from public funds and (2) is with a for-profit entity, not including a sole proprietorship, that has ten (10) or more full-time employees.)

Pursuant to Senate Bill 19 of the 87th regular Texas Legislature session:

Discrimination Against Firearm Entities – In accordance with Texas Government Code Chapter 2274, Contractor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. This section only applies if: (i) Contractor has ten (10) or more full-time employees and (ii) this Agreement has a value of \$100,000 or more to be paid under the terms of this Agreement; and does not apply: (i) if Contractor is a sole proprietor, a non-profit entity, or a governmental entity; (ii) to a contract with a sole-source provider; or (iii) to a contract for which none of the bids from a company were able to provide the required certification.

Pursuant to Sections 2270.001, 2270.002, 808.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" has the meaning assigned by Section 808.001, except that the term does not include a sole proprietorship.

3. Section only applies to a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

I, _____ (Person name), the undersigned representative of (Company or Business Name) _____ (hereinafter referred to as Company)

being an adult over the age of eighteen (18) years of age, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270; depose and verify under oath that the Company, under the provisions of Subtitle A, Title 8, Government Code, is amended by adding Chapter 809; do hereby depose and verify under oath that the Company, under the provisions of Subtitle F, Title 10, Government Code, is amended by adding Chapter 2274 will not discriminate and/or boycott any of these provisions outlined and defined in House Bills 13, 19 and 89.

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE.

CONTRACTOR'S LOCAL OPPORTUNITY PLAN

_____ agrees to implement the following specific affirmative
(Name of company)

action steps directed at increasing the utilization of lower income residents and businesses within the
City of Jacksboro.

- A. To ascertain from the Owner's CDBG program official the exact boundaries of the project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the City the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within and servicing the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.
- C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. To insert this plan in all bid documents and to require all bidders on subcontracts to submit an affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- E. To ensure that subcontracts (greater than \$10,000), which are typically let on a negotiated rather than a bid basis in areas other than the covered project area, are also let on a negotiated basis, whenever feasible, in a covered project area.
- F. To formally contact unions, subcontractors, and trade associations to secure their cooperation in this effort.
- G. To ensure that all appropriate project area business concerns are notified of pending sub-contractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this plan.
- J. To maintain records concerning the amount and number of contracts, subcontracts, and purchases which contribute to objectives.
- K. To maintain records of all projected work force needs for all phases of the project by occupation, trade, skill level, and number of positions and to update these projections based on the extent to which hiring meets these Local Opportunity objectives.

As officers and representatives of _____, we the undersigned

(Name of company)

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

Signature

Printed Name

Title

Date

Instructions for Proposed Contracts Breakdown and Estimated Project Workforce Breakdown

Proposed Contracts Breakdown

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

No. of Contracts – Number of contracts under this category

Approximate Total Dollar Amount – Total amount of each contract

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

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

Estimated Project Workforce Breakdown

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

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

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

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

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

PROPOSED CONTRACTS BREAKDOWN

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

ESTIMATED PROJECT WORKFORCE BREAKDOWN

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

Note: This form accompanies the Contractor's Local Opportunity Plan document. The information collected above aligns with the affirmative action steps listed in that document. If you need assistance with this form, please refer to the Instructions for Proposed Contracts Breakdown and Estimated Project Workforce Breakdown document. If the project Owner utilizes a grant administrator, they may be contacted for further assistance.

Temporary Project Signage

All TxCDBG construction projects utilizing TxCDBG funding must have temporary signage erected in a prominent location at the construction project site or along a major thoroughfare within the community as directed by the owner. A photo of this signage must be submitted to TDA prior to the release of construction funds.

Requirements of temporary signage include:

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

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

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

Projects Requiring Permanent Signage

Permanent signage identifying the location as a TxCDBG-funded project is required for any TxCDBG funded public buildings, park areas, or other structures open to the public, in addition to commercial facilities funded through the TCF Real Estate program. Some examples of projects requiring permanent signage include community centers, parks/recreation facilities, fire stations, and significant improvements to existing facilities. Project signage is an eligible construction cost.

Requirements of permanent signage include:

- placement in a prominent visible public area that is not blocked or obscured;
- construction of permanent materials;
- minimum size of 12" x 18" with lettering no smaller than 1/2";
- Required text:

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

REQUIRED CONTRACT PROVISIONS

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For all contracts

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REQUIRED CONTRACT PROVISIONS

Italics – Explanatory; not contract language

All Contracts

THRESHOLD	PROVISION	CITATION
None	(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
None	The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, and the Texas Department of Agriculture (TDA), and the City/County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Contractor which are pertinent to the TxCDBG award, in order to make audits, examinations, excerpts, and transcripts and to closeout the City’s/County’s TxCDBG contract with TDA.	2 CFR 200.336 (former 24 CFR 85.36(i)(10))
None	Grantees or subgrantees must retain all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.	2 CFR 200.333 (former 24 CFR (85.36(i)(11))

None	<p>Sec. 176.003. CONFLICTS DISCLOSURE STATEMENT REQUIRED.</p> <p>(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:</p> <p>(1) the vendor enters into a contract with the local governmental entity or the local governmental entity is considering entering into a contract with the vendor; and</p> <p>(2) the vendor:</p> <p>(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;</p> <p>(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; or has a family relationship with the local government officer.</p> <p>(a-1) A local government officer is not required to file a conflicts disclosure statement in relation to a gift accepted by the officer or a family member of the officer if the gift is: (1) a political contribution as defined by Title 15, Election Code; or (2) food accepted as a guest.</p> <p>(a-2) A local government officer is not required to file a conflicts disclosure statement under Subsection (a) if the local governmental entity or vendor described by that subsection is an administrative agency created under Section 791.013, Government Code.</p> <p>(b) A local government officer shall file the conflicts disclosure statement with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of the statement under Subsection (a).</p>	Chapter 176 of the Local Government Code
>\$10,000	<p><i>(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.</i></p> <p>Use the following language for contracts > \$ 10,000:</p> <p><u>Termination for Cause</u></p> <p>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</p>	2 CFR 200 APPENDIX II (B)

	<p>for any necessary services actually and satisfactorily performed prior to the date of termination.</p> <p>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.</p> <p><u>Termination for Convenience of the City/County</u></p> <p>City/County may at any time and for any reason terminate Contractor's services and work at City/County's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.</p> <p>[Parties should include the manner by which such termination will be affected and the basis for settlement or any other terms and conditions concerning payment upon such termination.]</p>	
>\$50,000	<p><i>(A) Contracts for more than \$50,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.</i></p> <p>Use the following language for contracts > \$50,000:</p> <p><u>Resolution of Program Non-compliance and Disallowed Costs</u></p> <p>In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. [This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits, or any other item of concern to the parties.] If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.</p>	2 CFR 200 APPENDIX II (A)
Option Contract Language for Procurement before Grant Funds Awarded	<p>Payment of the fees [described in ____ section] shall be contingent on CDBG funding. In the event that grant funds are not awarded to the City / County by TDA through the TxCDBG program, this agreement shall be terminated by the City / County.</p>	2 CFR 200.319(a)

Additional provisions for a administration & engineering contracts associate with construction contracts

THRESHOLD	PROVISION	CITATION
>\$10,000	<i>Italics – Explanatory; not contract language)</i>	

<p><i>2 CFR 200 Appendix II (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”</i></p> <p><i>Therefore, include the following EO clause (not in italics) in construction contracts including construction associated administration and engineering contracts > \$10,000:</i></p> <p>60-1.4(b) Equal opportunity clause.</p> <p>(b) Federally assisted construction contracts. Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</p> <p>The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</p> <p>During the performance of this contract, the contractor agrees as follows:</p> <p>(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.</p> <p>(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.</p> <p>(3) The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an</p>	<p>41 CFR 60-1.4(b) And 2 CFR 200 APPENDIX II (C)</p>
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	<p>investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.</p> <p>(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.</p> <p>(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.</p> <p>(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.</p> <p>(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.</p> <p>(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.</p> <p>The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.</p> <p>The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965,</p>	
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	<p>with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.</p> <p>(c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.</p> <p>(d) Incorporation by reference. The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate.</p> <p>(e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.</p> <p>(f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.</p> <p>[43 FR 49240, Oct. 20, 1978, as amended at 62 FR 66971, Dec. 22, 1997; 79 FR 72993, Dec. 9, 2014; 80 FR 54934, September 11, 2015]</p>	
	<p><i>§135.38 Section 3 clause</i> <i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i></p> <p>A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.</p> <p>B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.</p> <p>C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section</p>	

	<p>3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.</p> <p>D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.</p>	
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Construction Contracts

THRESHOLD	PROVISION	CITATION
<p>>\$2,000 for Davis Bacon and Copeland “Anti-Kickback” Act; >\$100,000 for Contract Work Hours and Safety Standards Act</p>	<p><i>HUD 4010 Federal labor standards provisions include:</i></p> <ol style="list-style-type: none"> <i>1. Davis Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by DOL regulations (29 CFR part 5);</i> <i>2. Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3); and</i> <i>3. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.)</i> <p><i>See HUD 4010 contract language in Appendix F. Inclusion of this language into the construction contract satisfies contract requirements of the separate acts noted.</i></p>	
<p>>\$2,000 (Satisfied with inclusion of HUD 4010)</p>	<p><i>Compliance with the Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5) and with the Copeland “Anti-Kickback” Act (18 U.S.C. 874; 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3):</i></p>	<p>2 CFR 200 APPENDIX II (D)</p>

	<p>(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.</p>	
>\$10,000	<p><i>Italics – Explanatory; not contract language)</i></p> <p><i>2 CFR 200 Appendix II (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."</i></p> <p><i>Therefore, include the following EO clause (not in italics) in construction contracts including construction associated administration and engineering contracts > \$10,000:</i></p> <p>60-1.4(b) Equal opportunity clause.</p> <p>(b) Federally assisted construction contracts. Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</p> <p>The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</p> <p>During the performance of this contract, the contractor agrees as follows:</p> <p>(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender</p>	<p>41 CFR 60-1.4(b) And 2 CFR 200 APPENDIX II (C)</p>

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 (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each

subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

(d) Incorporation by reference. The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate.

(e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.

(f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.

[43 FR 49240, Oct. 20, 1978, as amended at 62 FR 66971, Dec. 22, 1997; 79 FR 72993, Dec. 9, 2014; 80 FR 54934, September 11, 2015]

<p>≥\$100,000</p>	<p>(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.</p>	<p>2 CFR 200 APPENDIX II (I) and 24 CFR 570.303</p>
<p>>\$100,000 (Satisfied with inclusion of HUD 4010)</p>	<p>(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.</p>	<p>2 CFR 200 APPENDIX II (E)</p>
	<p><i>§135.38 Section 3 clause</i> <i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i></p> <p>A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.</p> <p>B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.</p> <p>C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.</p>	

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

CERTIFICATE OF INSURANCE

TO:

Date _____

Project No. TDA No. CDM21-0176

City of Jacksboro

Owner

Type of _____

Project TDA 2021/2022 Downtown Revitalization Project

112 W Belknap St. Jacksboro TX 76458

Address

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

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

TYPE OF INSURANCE

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

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

Locations Covered: _____

Descriptions of Operations Covered: _____

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

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

(Name of Insurer)

By _____

Title _____

SECTION 504 CERTIFICATION

POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

The _____ does not discriminate on the basis of disability
(Contractor Name)

status in the admission or access to, or treatment or employment in, its federally assisted programs or activities.

(Name) _____

(Address) _____

City State Zip

Telephone Number () _____ - _____ Voice

() _____ - _____ TDD

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

Section 3 Guidelines for Construction Contractors

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

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

Effective July 1, 2021 - Under the revised Section 3 Policy, Construction Contractors are required to facilitate employment opportunities for Section 3 Workers. The below forms will be required from the awarded contractor and will be included in the executed contract book..

- ☐ Demonstrate outreach efforts to recruit Section 3 residents for employment. See **Section 3 Requirements for Outreach and Reporting**
- ☐ Complete the **Certification of Bidder Regarding Civil Rights Laws and Regulations**
- ☐ Complete a **Contractor's Section 3 New Hires Report** –
- ☐ Complete the **Certification as Section 3 Business Concern**.

Section 3 Outreach

While contractors are not required to employ Section 3 Workers, they must demonstrate an effort to identify potential employees as appropriate, including documentation for any applicants that are Section 3 Workers. Similarly, all outreach efforts and attempts to comply with Section 3 guidelines, as well as any impediments encountered despite the efforts undertaken, as applicable.

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

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

Job vacancies posted at <https://www.workintexas.com> should include the notation **Sec3** in the job title and job description. Please reach out to the Grant Project manager for instructions.

A copy of the posting(s) must be provided for the project file.

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

Section 3 Reporting & Compliance

Section 3 reporting and compliance applies to all executed prime or subcontracts stated in the construction contract. Reporting of all labor hours for Section 3 compliance will be determined by the employees' hours on payroll report.

- Supervisory or administrative hours not reported on payrolls will be reported weekly to the grant manager or labor standards specialist.
- The Section 3 status, see Terms and Conditions and Targeted area below, of each employee will need to be determined by documenting the worker's individual annual income and family size. The contractor will submit **form A1022, Employer Certification Form**, to the Grant project manager or labor standards specialist listing each employee, their personal ID, Section 3 status, Family Size, and calculated annual income according to the employee's wage rate, by the end of the project.
 - An alternative option is the Contractor may request a self-certification form from the grant project manager

Section 3 Terms and Definitions

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



Criteria for All Worker Designation

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

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

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

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

1. The worker's income for the previous or annualized calendar year is below the area median income limit established by HUD based on residence location. Please look up Individual Income Limit by County residence here to determine whether your individual income is below the Low (80) Income Limit for One (1) Person.

- a. Income Data Set:
https://www.huduser.gov/portal/datasets/il/il2021/select_Geography.odn
2. The worker is employed by a Section 3 business concern; or
3. The worker is a YouthBuild participant

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

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

YouthBuild is a community-based pre-apprenticeship program that provides job training and education opportunities for at-risk youth ages 16-24 who have previously dropped out of high school. Participants learn vocational skills in construction as well as other in-demand industries that include health care, information technology, and hospitality. More information may be found at:
<https://www.dol.gov/agencies/eta/youth/youthbuild>

Project “Service Area” Map

NOTE: Employees with annual incomes less than 80% Area Median Income who live within the area designated in the map below qualify as TARGETED Section 3 Workers.

Neighborhood Service Area Definition Tool

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

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

To use the tool type in the address of the Section 3 Project and it will provide a sum of the populations of each census tract that are included - in full or in part - within the default 1 mile radius. Use the slider bar to expand the radius of the circle until a population greater than 5,000 is reached. Population numbers are from ESRI's U.S. Census Tract Area Layer and are based on 2020 estimates. New U.S. Census data will be uploaded as soon as it is available.

If you would like a report of the census tracts shown on the map click the up arrow on the bottom of the screen, select the Options dropdown, then click Export all to CSV.

Ref: [24 C.F.R. Part 75](#)

Section 3 Neighborhood Service Area

Search for an address or locate on map

125 E Archer St, Jacksboro, Texas, 76458



Show results within 1 Miles



Select filters to apply

USA Census Tract Areas

USA Census Tract Area

0 mi

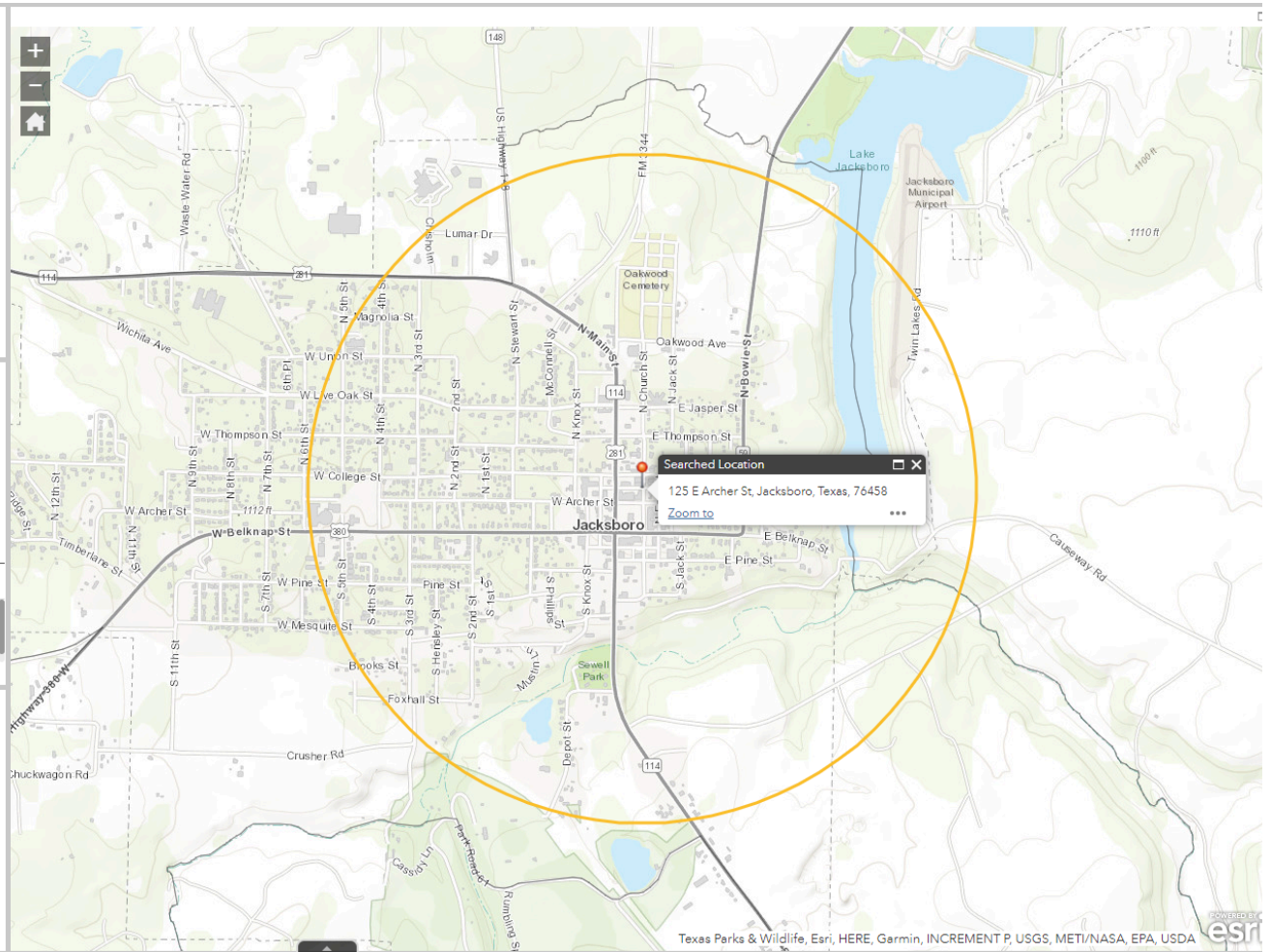
USA Census Tract Area

0.62 mi

Population

✓ 6,424

Population of Selected Area



Contractor's Section 3 New Hires Report

To be completed by all contractors/subcontractors

TX CDBG Locality: _____

TX CDBG Contract No: _____

Company: _____

Do you consider yourself to be a Section 3 Business Concern or Section 3 Resident?

☐ **Yes**

☐ **No**

If yes, please specify:

☐ **Business** or ☐ **Resident**

Job Category	Estimated Total Positions Needed for Project	No. of Positions Occupied by Permanent Employees	No. of Positions Not Occupied	No. of Positions to be Filled with Section 3 Residents
Officer/Supervisors				
Professionals				
Technical				
Hsq Sales/ Rental Mgmt.				
Office/Clerical				
Other:				
TRADE:				
Apprentices				
Journeyman				
Craft Workers (skilled)				
Operators (semi-skilled)				
Laborers (unskilled)				
Service Workers				

Definition of Section 3 Resident: Individual residing within the non-metropolitan county in which the Section 3 covered project is located and whose income does not exceed 80% of the higher of the median income, adjusted by family size, for the county of residence of the non-metropolitan area of the state.

I agree that the information I have provided above on this report is true and correct.

Name: _____

Title: _____

Signature: _____

Date: _____

Section 3 Certification as S3 Business Concern

Do you consider yourself to be a Section 3 Business Concern?

☐ Yes

☐ No

Business Information

Business Name	
Address of Business Headquarters	
County of Business Headquarters	
County of residence for 51% of employees	
Name of Owners /Operators	
Section 3 status of Owner/Operators	<ul style="list-style-type: none">• Low-to-Moderate income• Public Housing Resident• None of the above

Labor Hours – Previous 3 Months*

Start Date of Reporting Period	
End Date of Reporting Period	
Total Number of Labor Hours – all work	
Number of S3 Labor Hours (work performed by LMI Persons and/or YouthBuild Participants)	
S3 Hours as percent of Total Labor Hours	

**Records supporting these hours must be made available upon request. Please redact Personally Identifiable Information from payroll records prior to releasing any documentation under this requirement. Employee ID numbers other than an employee's Social Security Number should be used to facilitate this expectation.*

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

Business Owner or Designee Name and Title (Print)	Signature	Date

Section 3 Employer Certification Form

Grant Recipient: _____ Contract No: _____

Employer Name: _____

Employee Name	ID# (Not SSN)	Section 3 Status	Basis for Section 3 Status, if applicable*	Documentation of LMI, if applicable	Family Size
		Options: <ul style="list-style-type: none"> Targeted Section 3 worker Section 3 worker Not a Section 3 Worker 	Options: <ul style="list-style-type: none"> current LMI status; LMI status at date of Hire; Youthbuild Participant 	Options: <ul style="list-style-type: none"> self-certification, participation in means-tested program, PHA certification, Employer's certification calculating income, or Employer's certification of its own Section 3 Business Concern status 	

*A map identifying the residential address for each Targeted Section 3 Employee relative to the Service Area must be available in the local contract file.

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

Grantee Name and Title (Print)	Signature	Date
Employer Name and Title (Print)	Signature	Date

"General Decision Number: TX20240028 01/05/2024

Superseded General Decision Number: TX20230028

State: Texas

Construction Type: Highway

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

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

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

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

conformance request.

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

Modification Number	Publication Date
0	01/05/2024

SUTX2011-009 08/08/2011

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

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

Servicer.....\$ 13.83 **

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

TRUCK DRIVER

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

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

=====

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular

rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION"

A. APPLICABILITY

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

1. Minimum wages and fringe benefits

- i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. Frequently recurring classifications

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

iii. Conformance

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

classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

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

iv. Fringe benefits not expressed as an hourly rate

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

v. Unfunded plans

If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 CFR 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

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

2. Withholding

i. Withholding requirements

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

ii. Priority to withheld funds

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

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

3. Records and certified payrolls

i. Basic record requirements

- A. Length of record retention.** All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 4 years after all the work on the prime contract is completed.
- B. Information required** Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.
- C. Additional records relating to fringe benefits.** Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any

costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

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

ii. Certified payroll requirements

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

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

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

1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;
2. That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly

from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
 - D. **Use of Optional Form WH-347** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the “Statement of Compliance” required by 29 CFR 5.5(a)(3)(ii)(C).
 - E. **Signature** The signature by the contractor, subcontractor, or the contractor’s or subcontractor’s agent must be an original handwritten signature or a legally valid electronic signature.
 - F. **Falsification** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
 - G. **Length of certified payroll retention** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 4 years after all the work on the prime contract is completed.
- iii. **Contracts, subcontracts, and related documents** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iv **Required disclosures and access**
- A. **Required record disclosures and access to workers** The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
 - B. **Sanctions for non-compliance with records and worker access requirements** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
 - C. **Required information disclosures** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to

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

4. Apprentices and equal employment opportunity

i. Apprentices

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

- ii Equal employment opportunity** The use of apprentices and journeymen under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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

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

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

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

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

10. Certification of eligibility.

i. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

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

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

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

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

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

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

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

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

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

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

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

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).

3. Withholding for unpaid wages and liquidated damages

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

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

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

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

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

- 5 Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;
 - ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;
 - iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
 - iv. Informing any other person about their rights under CWHSSA or 29 CFR part 5.
- C. CWHSSA required records clause** In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.
- D. Incorporation of contract clauses and wage determinations by reference** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.
- E. Incorporation by operation of law** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

F. HEALTH AND SAFETY

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

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

CHILD SUPPORT OBLIGATION CERTIFICATION

Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application.

Signature

Printed Name

Title

Date

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See Reverse for public burden disclosure.)

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

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

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

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

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Certifying official shall sign and date the form, print his/her name, title and telephone number.

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

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.

CONTRACTOR CERTIFICATIONS

U.S. Department of Housing and Urban Development

CERTIFICATION OF BIDDER REGARDING CIVIL RIGHTS LAWS AND REGULATIONS

INSTRUCTIONS

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

NAME AND ADDRESS OF BIDDER (include ZIP Code)

CERTIFICATION BY BIDDER

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

☐ Yes

☐ No

The undersigned hereby certifies that:

- ☐ The Provision of Local Training, Employment, and Business Opportunities clause (Section 3 provision) is included in the Contract.
- ☐ The Equal Opportunity clause is included in the Contract (if bid equals or exceeds \$10,000).

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

☐ Yes

☐ No

NAME AND TITLE OF SIGNER (Please type)

SIGNATURE

DATE

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**SECTION 00 71 00
CONTRACTING DEFINITIONS**

PART 1 GENERAL

1.01 APPLICABILITY: THESE DEFINITIONS ARE INTEGRAL TO THE AGREEMENT.

1.02 DEFINITIONS - DESIGN-BUILD DOCUMENTS

- A. Contract Documents: As defined in the Agreement.
 - 1. At the time of execution of the Agreement, Contract Documents consist of the following:
 - a. The Agreement and Conditions of the Contract, and other documents listed on the Table of Contents under the heading Contracting Requirements.
 - 2. From time to time after execution of the Agreement, upon approval by the Owner, the following types of documents will be incorporated into Contract Documents:
 - a. Drawings and other documents documenting the design.
 - b. Construction drawings and specifications detailing the execution of the design.
- B. Project Program: The Owner's requirements for size, arrangement, organization, and location of functional spaces , description of space functions , identification of fittings, equipment, and furnishings , description of the physical and environmental requirements for each space , together with a description of the image, goals, or "mission" of the project.

1.03 DEFINITIONS - TIME PERIODS AND MILESTONE DATES

- A. Preliminary Design: The time period during which the design criteria are finalized and preliminary drawings and written descriptions are prepared to illustrate the proposed design of the work or a portion of the work to the Owner, as described in the Conditions of the Contract.
- B. Design Development: The time period during which the form, arrangement, size, and materials of the work or a portion of the work are determined _____.
- C. Construction Documents: The time period during which process working drawings, specifications, and other documents describing the work or a portion of the work are prepared in sufficient detail to allow accurate and complete construction.
- D. Construction: The time period from the beginning of work on the project site until final payment _____.
- E. Substantial Completion: The date as defined in the Conditions of the Contract. Date of Substantial Completion is the due date for the following:
 - 1. Architect's complete punchlist of items to be completed.
 - 2. Owner's complete punchlist of items to be completed.
 - 3. Compliance with requirements of governing authorities, for submittals, inspections, and permits.
 - 4. Compliance with Owner's requirements for access to areas occupied by the Owner.
- F. Closeout: The time period during which all details of both construction and commissioning are completed.
 - 1. The Closeout period is the time from Date of Substantial Completion until final payment, both as defined by the Conditions of the Contract.
 - 2. Before and during the Closeout period, the Owner will ascertain whether the completed project complies with Contract Documents.
- G. Occupancy: The time period during which the project is occupied for its intended purpose.
 - 1. The Occupancy period begins at Date of Substantial Completion, as defined by the Conditions of the Contract.
- H. Correction Period: The time period defined by the Conditions of the Contract.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 00 71 00

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**SECTION 01 10 00
SUMMARY**

PART 1 GENERAL

1.01 PROJECT

- A. Project Name: TxCDBG Downtown Revitalization Project
- B. Owner's Name: City of Jacksboro.
- C. Architect's Name: EIKON Consulting Group.
- D. The Project consists of the construction of Downtown City of Jacksboro Improvements for updating of parking, curbs, and sidewalks including adding ADA compliance along Archer Street, Main Street and North Church Street. .

1.02 CONTRACT DESCRIPTION

- A. Contract Type: A single prime contract based on a Stipulated Price as described in Document 00 52 00 - Agreement Form.

1.03 OWNER OCCUPANCY

- A. Owner intends to occupy the Project upon Substantial Completion.
- B. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
- C. Schedule the Work to accommodate Owner occupancy.

1.04 CONTRACTOR USE OF SITE AND PREMISES

- A. Construction Operations: Limited to areas noted on Drawings.
 - 1. Locate and conduct construction activities in ways that will limit disturbance to site.
- B. Provide access to and from site as required by law and by Owner:
 - 1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
 - 2. Do not obstruct roadways, sidewalks, or other public ways without permit.
- C. Utility Outages and Shutdown:
 - 1. Prevent accidental disruption of utility services to other facilities.

END OF SECTION 01 10 00

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**SECTION 01 20 00
PRICE AND PAYMENT PROCEDURES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Procedures for preparation and submittal of applications for progress payments.
- B. Documentation of changes in Contract Sum and Contract Time.
- C. Change procedures.
- D. Correlation of Contractor submittals based on changes.
- E. Procedures for preparation and submittal of application for final payment.

1.02 RELATED REQUIREMENTS

- A. Section 01 21 00 - Allowances: Payment procedures relating to allowances.

1.03 SCHEDULE OF VALUES

- A. Use Schedule of Values Form: AIA G703, edition stipulated in the Agreement.
- B. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit draft to Architect for approval.
- C. Forms filled out by hand will not be accepted.
- D. Submit Schedule of Values in duplicate within 15 days after date of Owner-Contractor Agreement.
- E. Include in each line item, the amount of Allowances specified in this section. For unit cost Allowances, identify quantities taken from Contract Documents multiplied by the unit cost to achieve the total for the item.
- F. Include separately from each line item, a direct proportional amount of Contractor's overhead and profit.

1.04 APPLICATIONS FOR PROGRESS PAYMENTS

- A. Payment Period: Submit at intervals stipulated in the Agreement.
- B. Use Form AIA G702 and Form AIA G703, edition stipulated in the Agreement.
- C. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Architect for approval.
- D. Forms filled out by hand will not be accepted.
- E. For each item, provide a column for listing each of the following:
 - 1. Item Number.
 - 2. Description of work.
 - 3. Scheduled Values.
 - 4. Previous Applications.
 - 5. Work in Place and Stored Materials under this Application.
 - 6. Authorized Change Orders.
 - 7. Total Completed and Stored to Date of Application.
 - 8. Percentage of Completion.
 - 9. Balance to Finish.
 - 10. Retainage.
- F. Execute certification by signature of authorized officer.
- G. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored products.
- H. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of work.
- I. Submit one electronic and three hard-copies of each Application for Payment.

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- J. Include the following with the application:
 - 1. Transmittal letter as specified for submittals in Section 01 30 00.
 - 2. Construction progress schedule, revised and current as specified in Section 01 30 00.
 - 3. Current construction photographs specified in Section 01 30 00.
 - 4. Partial release of liens from major subcontractors and vendors.
 - 5. Affidavits attesting to off-site stored products.
- K. When Architect requires substantiating information, submit data justifying dollar amounts in question. Provide one copy of data with cover letter for each copy of submittal. Show application number and date, and line item by number and description.

1.05 MODIFICATION PROCEDURES

- A. For minor changes not involving an adjustment to the Contract Sum or Contract Time, Architect will issue instructions directly to Contractor.
- B. For other required changes, Architect will issue a document signed by Owner instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order.
 - 1. The document will describe the required changes and will designate method of determining any change in Contract Sum or Contract Time.
 - 2. Promptly execute the change.
- C. For changes for which advance pricing is desired, Architect will issue a document that includes a detailed description of a proposed change with supplementary or revised drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid. Contractor shall prepare and submit a fixed price quotation within ____ days.
- D. Contractor may propose a change by submitting a request for change to Architect, describing the proposed change and its full effect on the work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation. Document any requested substitutions in accordance with Section 01 6000.
- E. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.
 - 1. For change requested by Architect for work falling under a fixed price contract, the amount will be based on Contractor's price quotation.
 - 2. For change requested by Contractor, the amount will be based on the Contractor's request for a Change Order as approved by Architect.
 - 3. For pre-determined unit prices and quantities, the amount will be based on the fixed unit prices.
 - 4. For change ordered by Architect without a quotation from Contractor, the amount will be determined by Architect based on the Contractor's substantiation of costs as specified for Time and Material work.
- F. Substantiation of Costs: Provide full information required for evaluation.
 - 1. On request, provide the following data:
 - a. Quantities of products, labor, and equipment.
 - b. Taxes, insurance, and bonds.
 - c. Overhead and profit.
 - d. Justification for any change in Contract Time.
 - e. Credit for deletions from Contract, similarly documented.
 - 2. Support each claim for additional costs with additional information:
 - a. Origin and date of claim.
 - b. Dates and times work was performed, and by whom.
 - c. Time records and wage rates paid.
- G. Execution of Change Orders: Architect will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.

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1.06 APPLICATION FOR FINAL PAYMENT

- A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- B. Application for Final Payment will not be considered until the following have been accomplished:

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 01 20 00

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**SECTION 01 25 00
SUBSTITUTION PROCEDURES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Procedural requirements for proposed substitutions.

1.02 RELATED REQUIREMENTS

- A. Section 00 43 25 - Substitution Request Form - During Procurement: Required form for substitution requests made prior to award of contract (During procurement).
- B. Section 01 30 00 - Administrative Requirements: Submittal procedures, coordination.
- C. Section 01 60 00 - Product Requirements: Fundamental product requirements, product options, delivery, storage, and handling.

1.03 DEFINITIONS

- A. Substitutions: Changes from Contract Documents requirements proposed by Contractor to materials, products, assemblies, and equipment.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 GENERAL REQUIREMENTS

- A. A Substitution Request for products, assemblies, materials, and equipment constitutes a representation that the submitter:
 - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product, equipment, assembly, or system.
 - 2. Agrees to provide the same warranty for the substitution as for the specified product.
 - 3. Agrees to coordinate installation and make changes to other work that may be required for the work to be complete, with no additional cost to Owner.
 - 4. Waives claims for additional costs or time extension that may subsequently become apparent.
- B. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents. Burden of proof is on proposer.
- C. Content: Include information necessary for tracking the status of each Substitution Request, and information necessary to provide an actionable response.
- D. Limit each request to a single proposed substitution item.

3.02 RESOLUTION

3.03 ACCEPTANCE

END OF SECTION 01 25 00

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**SECTION 01 30 00
ADMINISTRATIVE REQUIREMENTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General administrative requirements.
- B. Electronic document submittal service.
- C. Preconstruction meeting.
- D. Progress meetings.
- E. Construction progress schedule.
- F. Contractor's daily reports.
- G. Progress photographs.
- H. Coordination drawings.
- I. Submittals for review, information, and project closeout.
- J. Number of copies of submittals.
- K. Requests for Interpretation (RFI) procedures.
- L. Submittal procedures.

1.02 RELATED REQUIREMENTS

- A. Section 01 60 00 - Product Requirements: General product requirements.
- B. Section 01 78 00 - Closeout Submittals: Project record documents; operation and maintenance data; warranties and bonds.

1.03 REFERENCE STANDARDS

- A. AIA G716 - Request for Information; 2004.
- B. AIA G810 - Transmittal Letter; 2001.

1.04 GENERAL ADMINISTRATIVE REQUIREMENTS

- A. Comply with requirements of Section 01 70 00 - Execution and Closeout Requirements for coordination of execution of administrative tasks with timing of construction activities.
- B. Make the following types of submittals to Architect:
 - 1. Requests for Interpretation (RFI).
 - 2. Requests for substitution.
 - 3. Shop drawings, product data, and samples.
 - 4. Test and inspection reports.
 - 5. Design data.
 - 6. Manufacturer's instructions and field reports.
 - 7. Applications for payment and change order requests.
 - 8. Progress schedules.
 - 9. Coordination drawings.
 - 10. Correction Punch List and Final Correction Punch List for Substantial Completion.
 - 11. Closeout submittals.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 ELECTRONIC DOCUMENT SUBMITTAL SERVICE

- A. All documents transmitted for purposes of administration of the contract are to be in electronic (PDF, MS Word, or MS Excel) format, as appropriate to the document, and transmitted via an Internet-based submittal service that receives, logs and stores documents, provides electronic stamping and signatures, and notifies addressees via email.

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1. Besides submittals for review, information, and closeout, this procedure applies to Requests for Interpretation (RFIs), progress documentation, contract modification documents (e.g. supplementary instructions, change proposals, change orders), applications for payment, field reports and meeting minutes, Contractor's correction punchlist, and any other document any participant wishes to make part of the project record.
 2. Contractor and Architect are required to use this service.
 3. It is Contractor's responsibility to submit documents in allowable format.
 4. Subcontractors, suppliers, and Architect's consultants are to be permitted to use the service at no extra charge.
 5. Users of the service need an email address, internet access, and PDF review software that includes ability to mark up and apply electronic stamps (such as Adobe Acrobat, www.adobe.com, or Bluebeam PDF Revu, www.bluebeam.com), unless such software capability is provided by the service provider.
 6. Paper document transmittals will not be reviewed; emailed electronic documents will not be reviewed.
 7. All other specified submittal and document transmission procedures apply, except that electronic document requirements do not apply to samples or color selection charts.
- B. Submittal Service: The selected service is:
- C. Training: One, one-hour, web-based training session will be arranged for all participants, with representatives of Architect and Contractor participating; further training is the responsibility of the user of the service.
- D. Project Closeout: Architect will determine when to terminate the service for the project and is responsible for obtaining archive copies of files for Owner.

3.02 PRECONSTRUCTION MEETING

- A. Architect will schedule a meeting after Notice of Award.
- B. Attendance Required:
1. Owner.
 2. Architect.
 3. Contractor.
- C. Agenda:
1. Execution of Owner-Contractor Agreement.
 2. Submission of executed bonds and insurance certificates.
 3. Distribution of Contract Documents.
 4. Submission of list of subcontractors, list of products, schedule of values, and progress schedule.
 5. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 6. Scheduling.
- D. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.03 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the work at maximum bi-monthly intervals.
- B. Make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- C. Attendance Required:
1. Contractor.
 2. Owner.
 3. Architect.
 4. Contractor's superintendent.
 5. Major subcontractors.

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- D. Agenda:
1. Review minutes of previous meetings.
 2. Review of work progress.
 3. Field observations, problems, and decisions.
 4. Identification of problems that impede, or will impede, planned progress.
 5. Review of submittals schedule and status of submittals.
 6. Maintenance of progress schedule.
 7. Corrective measures to regain projected schedules.
 8. Planned progress during succeeding work period.
 9. Maintenance of quality and work standards.
 10. Effect of proposed changes on progress schedule and coordination.
 11. Other business relating to work.
- E. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.04 CONSTRUCTION PROGRESS SCHEDULE - SEE SECTION 01 32 16

- A. Within 10 days after date of the Agreement, submit preliminary schedule defining planned operations for the first 60 days of work, with a general outline for remainder of work.
- B. If preliminary schedule requires revision after review, submit revised schedule within 10 days.
- C. Within 20 days after review of preliminary schedule, submit draft of proposed complete schedule for review.
1. Include written certification that major contractors have reviewed and accepted proposed schedule.
- D. Within 10 days after joint review, submit complete schedule.
- E. Submit updated schedule with each Application for Payment.

3.05 DAILY CONSTRUCTION REPORTS

- A. Include only factual information. Do not include personal remarks or opinions regarding operations and/or personnel.
- B. Prepare a daily construction report recording the following information concerning events at Project site and project progress:
1. Date.
 2. High and low temperatures, and general weather conditions.
 3. List of subcontractors at Project site.
 4. Approximate count of personnel at Project site.
 5. Safety, environmental, or industrial relations incidents.
 6. Meetings and significant decisions.
 7. Stoppages, delays, shortages, and losses. Include comparison between scheduled work activities (in Contractor's most recently updated and published schedule) and actual activities. Explain differences, if any. Note days or periods when no work was in progress and explain the reasons why.
 8. Testing and/or inspections performed.
 9. Signature of Contractor's authorized representative.

3.06 PROGRESS PHOTOGRAPHS

- A. Submit photographs with each application for payment, taken not more than 3 days prior to submission of application for payment.
- B. Photography Type: Digital; electronic files.
- C. Provide photographs of site and construction throughout progress of work produced by an experienced photographer, acceptable to Architect.
- D. In addition to periodic, recurring views, take photographs of each of the following events:
- E. Views:

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1. Provide non-aerial photographs from four cardinal views at each specified time, until date of Substantial Completion.
 2. Consult with Architect for instructions on views required.
 3. Provide factual presentation.
 4. Provide correct exposure and focus, high resolution and sharpness, maximum depth of field, and minimum distortion.
- F. Digital Photographs: 24 bit color, minimum resolution of 1024 by 768, in JPG format; provide files unaltered by photo editing software.
1. Delivery Medium: Via email.
 2. File Naming: Include project identification, date and time of view, and view identification.
 3. PDF File: Assemble all photos into printable pages in PDF format, with 2 to 3 photos per page, each photo labeled with file name; one PDF file per submittal.
 4. Hard Copy: Printed hardcopy (grayscale) of PDF file and point of view sketch.

3.07 COORDINATION DRAWINGS

- A. Provide information required by Project Coordinator for preparation of coordination drawings.
- B. Review drawings prior to submission to Architect.

3.08 REQUESTS FOR INTERPRETATION (RFI)

- A. Definition: A request seeking one of the following:
 1. An interpretation, amplification, or clarification of some requirement of Contract Documents arising from inability to determine from them the exact material, process, or system to be installed; or when the elements of construction are required to occupy the same space (interference); or when an item of work is described differently at more than one place in Contract Documents.
 2. A resolution to an issue which has arisen due to field conditions and affects design intent.
- B. Whenever possible, request clarifications at the next appropriate project progress meeting, with response entered into meeting minutes, rendering unnecessary the issuance of a formal RFI.
- C. Preparation: Prepare an RFI immediately upon discovery of a need for interpretation of Contract Documents. Failure to submit a RFI in a timely manner is not a legitimate cause for claiming additional costs or delays in execution of the work.
 1. Prepare a separate RFI for each specific item.
 2. Prepare using software provided by the Electronic Document Submittal Service.
- D. Reason for the RFI: Prior to initiation of an RFI, carefully study all Contract Documents to confirm that information sufficient for their interpretation is definitely not included.
 1. Include in each request Contractor's signature attesting to good faith effort to determine from Contract Documents information requiring interpretation.
 2. Unacceptable Uses for RFIs: Do not use RFIs to request the following:
 - a. Approval of submittals (use procedures specified elsewhere in this section).
 - b. Approval of substitutions (see Section - 01 60 00 - Product Requirements)
 - c. Changes that entail change in Contract Time and Contract Sum (comply with provisions of the Conditions of the Contract).
 - d. Different methods of performing work than those indicated in the Contract Drawings and Specifications (comply with provisions of the Conditions of the Contract).
 3. Improper RFIs: Requests not prepared in compliance with requirements of this section, and/or missing key information required to render an actionable response. They will be returned without a response, with an explanatory notation.
 4. Frivolous RFIs: Requests regarding information that is clearly indicated on, or reasonably inferable from, Contract Documents, with no additional input required to clarify the question. They will be returned without a response, with an explanatory notation.
 - a. The Owner reserves the right to assess the Contractor for the costs (on time-and-materials basis) incurred by the Architect, and any of its consultants, due to processing of such RFIs.

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- E. Content: Include identifiers necessary for tracking the status of each RFI, and information necessary to provide an actionable response.
 - 1. Official Project name and number, and any additional required identifiers established in Contract Documents.
 - 2. Owner's, Architect's, and Contractor's names.
 - 3. Discrete and consecutive RFI number, and descriptive subject/title.
 - 4. Issue date, and requested reply date.
 - 5. Reference to particular Contract Document(s) requiring additional information/interpretation. Identify pertinent drawing and detail number and/or specification section number, title, and paragraph(s).
 - 6. Annotations: Field dimensions and/or description of conditions which have engendered the request.
 - 7. Contractor's suggested resolution: A written and/or a graphic solution, to scale, is required in cases where clarification of coordination issues is involved, for example; routing, clearances, and/or specific locations of work shown diagrammatically in Contract Documents. If applicable, state the likely impact of the suggested resolution on Contract Time or the Contract Sum.
- F. Attachments: Include sketches, coordination drawings, descriptions, photos, submittals, and other information necessary to substantiate the reason for the request.
- G. RFI Log: Prepare and maintain a tabular log of RFIs for the duration of the project.
 - 1. Indicate current status of every RFI. Update log promptly and on a regular basis.
 - 2. Note dates of when each request is made, and when a response is received.
 - 3. Highlight items requiring priority or expedited response.
 - 4. Highlight items for which a timely response has not been received to date.
- H. Review Time: Architect will respond and return RFIs to Contractor within seven calendar days of receipt. For the purpose of establishing the start of the mandated response period, RFIs received after 12:00 noon will be considered as having been received on the following regular working day.
 - 1. Response period may be shortened or lengthened for specific items, subject to mutual agreement, and recorded in a timely manner in progress meeting minutes.
- I. Responses: Content of answered RFIs will not constitute in any manner a directive or authorization to perform extra work or delay the project. If in Contractor's belief it is likely to lead to a change to Contract Sum or Contract Time, promptly issue a notice to this effect, and follow up with an appropriate Change Order request to Owner.
 - 1. Response may include a request for additional information, in which case the original RFI will be deemed as having been answered, and an amended one is to be issued forthwith. Identify the amended RFI with an R suffix to the original number.
 - 2. Do not extend applicability of a response to specific item to encompass other similar conditions, unless specifically so noted in the response.
 - 3. Upon receipt of a response, promptly review and distribute it to all affected parties, and update the RFI Log.
 - 4. Notify Architect within seven calendar days if an additional or corrected response is required by submitting an amended version of the original RFI, identified as specified above.

3.09 SUBMITTAL SCHEDULE

- A. Submit to Architect for review a schedule for submittals in tabular format.
 - 1. Submit at the same time as the preliminary schedule specified in Section - 01 32 16 - Construction Progress Schedule.
 - 2. Coordinate with Contractor's construction schedule and schedule of values.
 - 3. Format schedule to allow tracking of status of submittals throughout duration of construction.
 - 4. Arrange information to include scheduled date for initial submittal, specification number and title, submittal category (for review or for information), description of item of work covered, and role and name of subcontractor.

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5. Account for time required for preparation, review, manufacturing, fabrication and delivery when establishing submittal delivery and review deadline dates.
 - a. For assemblies, equipment, systems comprised of multiple components and/or requiring detailed coordination with other work, allow for additional time to make corrections or revisions to initial submittals, and time for their review.

3.10 SUBMITTALS FOR REVIEW

- A. When the following are specified in individual sections, submit them for review:
 1. Product data.
 2. Shop drawings.
 3. Samples for selection.
 4. Samples for verification.
- B. Submit to Architect for review for the limited purpose of checking for compliance with information given and the design concept expressed in Contract Documents.
- C. Samples will be reviewed for aesthetic, color, or finish selection.
- D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01 78 00 - Closeout Submittals.

3.11 SUBMITTALS FOR INFORMATION

- A. When the following are specified in individual sections, submit them for information:
 1. Design data.
 2. Certificates.
 3. Test reports.
 4. Inspection reports.
 5. Manufacturer's instructions.
 6. Manufacturer's field reports.
 7. Other types indicated.
- B. Submit for Architect's knowledge as contract administrator or for Owner.

3.12 SUBMITTALS FOR PROJECT CLOSEOUT

- A. Submit Correction Punch List for Substantial Completion.
- B. Submit Final Correction Punch List for Substantial Completion.
- C. When the following are specified in individual sections, submit them at project closeout in compliance with requirements of Section 01 78 00 - Closeout Submittals:
 1. Project record documents.
 2. Operation and maintenance data.
 3. Warranties.
 4. Bonds.
 5. Other types as indicated.
- D. Submit for Owner's benefit during and after project completion.

3.13 NUMBER OF COPIES OF SUBMITTALS

- A. Electronic Documents: Submit one electronic copy in PDF format; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected.
- B. Extra Copies at Project Closeout: See Section 01 78 00.
- C. Samples: Submit the number specified in individual specification sections; one of which will be retained by Architect.
 1. After review, produce duplicates.
 2. Retained samples will not be returned to Contractor unless specifically so stated.

3.14 SUBMITTAL PROCEDURES

- A. General Requirements:
 1. Use a single transmittal for related items.

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2. Submit separate packages of submittals for review and submittals for information, when included in the same specification section.
 3. Transmit using approved form.
 - a. Use Form AIA G810.
 4. Sequentially identify each item. For revised submittals use original number and a sequential numerical suffix.
 5. Identify: Project; Contractor; subcontractor or supplier; pertinent drawing and detail number; and specification section number and article/paragraph, as appropriate on each copy.
 6. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction work, and coordination of information is in accordance with the requirements of the work and Contract Documents.
 - a. Submittals from sources other than the Contractor, or without Contractor's stamp will not be acknowledged, reviewed, or returned.
 7. Deliver each submittal on date noted in submittal schedule, unless an earlier date has been agreed to by all affected parties, and is of the benefit to the project.
 - a. Send submittals in electronic format via email to Architect.
 8. Schedule submittals to expedite the Project, and coordinate submission of related items.
 - a. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor.
 - b. For sequential reviews involving Architect's consultants, Owner, or another affected party, allow an additional 7 days.
 - c. For sequential reviews involving approval from authorities having jurisdiction (AHJ), in addition to Architect's approval, allow an additional 30 days.
 9. Identify variations from Contract Documents and product or system limitations that may be detrimental to successful performance of the completed work.
 10. Provide space for Contractor and Architect review stamps.
 11. When revised for resubmission, identify all changes made since previous submission.
 12. Distribute reviewed submittals. Instruct parties to promptly report inability to comply with requirements.
 13. Submittals not requested will be recognized, and will be returned "Not Reviewed",
- B. Product Data Procedures:
1. Submit only information required by individual specification sections.
 2. Collect required information into a single submittal.
 3. Do not submit (Material) Safety Data Sheets for materials or products.
- C. Shop Drawing Procedures:
1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting Contract Documents and coordinating related work.
 2. Generic, non-project-specific information submitted as shop drawings do not meet the requirements for shop drawings.
- D. Samples Procedures:
1. Transmit related items together as single package.
 2. Identify each item to allow review for applicability in relation to shop drawings showing installation locations.

3.15 SUBMITTAL REVIEW

- A. Submittals for Review: Architect will review each submittal, and approve, or take other appropriate action.
- B. Submittals for Information: Architect will acknowledge receipt and review. See below for actions to be taken.
- C. Architect's actions will be reflected by marking each returned submittal using virtual stamp on electronic submittals.
- D. Architect's and consultants' actions on items submitted for review:
1. Authorizing purchasing, fabrication, delivery, and installation:

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- a. "Approved", or language with same legal meaning.
 - b. "Approved as Noted, Resubmission not required", or language with same legal meaning.
 - 1) At Contractor's option, submit corrected item, with review notations acknowledged and incorporated.
 - c. "Approved as Noted, Resubmit for Record", or language with same legal meaning.
 - 2. Not Authorizing fabrication, delivery, and installation:
- E. Architect's and consultants' actions on items submitted for information:
- 1. Items for which no action was taken:
 - a. "Received" - to notify the Contractor that the submittal has been received for record only.
 - 2. Items for which action was taken:
 - a. "Reviewed" - no further action is required from Contractor.

END OF SECTION 01 30 00

**SECTION 01 32 16
CONSTRUCTION PROGRESS SCHEDULE**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Preliminary schedule.
- B. Construction progress schedule, bar chart type.

1.02 RELATED SECTIONS

- A. Section 01 10 00 - Summary: Work sequence.

1.03 REFERENCE STANDARDS

- A. AGC (CPSM) - Construction Planning and Scheduling Manual; 2004.

1.04 SUBMITTALS

- A. Within 10 days after date of Agreement, submit preliminary schedule.
- B. If preliminary schedule requires revision after review, submit revised schedule within 10 days.
- C. Within 20 days after review of preliminary schedule, submit draft of proposed complete schedule for review.
 - 1. Include written certification that major contractors have reviewed and accepted proposed schedule.
- D. Within 10 days after joint review, submit complete schedule.
- E. Submit updated schedule with each Application for Payment.
- F. Submit the number of opaque reproductions that Contractor requires, plus two copies that will be retained by Architect.
- G. Submit one reproducible transparency and one opaque reproduction.
- H. Submit under transmittal letter form specified in Section 01 30 00 - Administrative Requirements.

1.05 QUALITY ASSURANCE

- A. Scheduler: Contractor's personnel or specialist Consultant specializing in CPM scheduling with one years minimum experience in scheduling construction work of a complexity comparable to this Project, and having use of computer facilities capable of delivering a detailed graphic printout within 48 hours of request.
- B. Contractor's Administrative Personnel: Three (3) years minimum experience in using and monitoring CPM schedules on comparable projects.

1.06 SCHEDULE FORMAT

- A. Listings: In chronological order according to the start date for each activity. Identify each activity with the applicable specification section number.
- B. Diagram Sheet Size: Maximum 22 x 17 inches.
- C. Sheet Size: Multiples of 8-1/2 x 11 inches.
- D. Scale and Spacing: To allow for notations and revisions.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PRELIMINARY SCHEDULE

- A. Prepare preliminary schedule in the form of a horizontal bar chart.

3.02 CONTENT

- A. Show complete sequence of construction by activity, with dates for beginning and completion of each element of construction.
- B. Identify each item by specification section number.

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- C. Provide sub-schedules for each stage of Work identified in Section 01 10 00 - Summary.
- D. Provide sub-schedules to define critical portions of the entire schedule.
- E. Include conferences and meetings in schedule.
- F. Show accumulated percentage of completion of each item, and total percentage of Work completed, as of the first day of each month.
- G. Provide separate schedule of submittal dates for shop drawings, product data, and samples, owner-furnished products, products identified under Allowances, and dates reviewed submittals will be required from Architect. Indicate decision dates for selection of finishes.
- H. Indicate delivery dates for owner-furnished products.
- I. Provide legend for symbols and abbreviations used.

3.03 BAR CHARTS

- A. Include a separate bar for each major portion of Work or operation.
- B. Identify the first work day of each week.

3.04 NETWORK ANALYSIS

- A. Prepare network analysis diagrams and supporting mathematical analyses using the Critical Path Method.
- B. Illustrate order and interdependence of activities and sequence of work; how start of a given activity depends on completion of preceding activities, and how completion of the activity may restrain start of subsequent activities.
- C. Mathematical Analysis: Tabulate each activity of detailed network diagrams, using calendar dates, and identify for each activity:
 - 1. Preceding and following event numbers.
 - 2. Activity description.
 - 3. Estimated duration of activity, in maximum 15 day intervals.
 - 4. Earliest start date.
 - 5. Earliest finish date.
 - 6. Actual start date.
 - 7. Actual finish date.
 - 8. Latest start date.
 - 9. Latest finish date.
 - 10. Total and free float; float time shall accrue to Owner and to Owner's benefit.
 - 11. Monetary value of activity, keyed to Schedule of Values.
 - 12. Percentage of activity completed.
 - 13. Responsibility.
- D. Analysis Program: Capable of compiling monetary value of completed and partially completed activities, accepting revised completion dates, and recomputation of all dates and float.
- E. Required Reports: List activities in sorts or groups:
 - 1. By preceding work item or event number from lowest to highest.
 - 2. By amount of float, then in order of early start.
 - 3. In order of latest allowable start dates.
 - 4. Listing of activities on the critical path.

3.05 REVIEW AND EVALUATION OF SCHEDULE

- A. Participate in joint review and evaluation of schedule with Architect at each submittal.
- B. Evaluate project status to determine work behind schedule and work ahead of schedule.
- C. After review, revise as necessary as result of review, and resubmit within 10 days.

3.06 UPDATING SCHEDULE

- A. Maintain schedules to record actual start and finish dates of completed activities.

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- B. Indicate progress of each activity to date of revision, with projected completion date of each activity.
- C. Annotate diagrams to graphically depict current status of Work.
- D. Identify activities modified since previous submittal, major changes in Work, and other identifiable changes.
- E. Indicate changes required to maintain Date of Substantial Completion.
- F. Submit reports required to support recommended changes.
- G. Provide narrative report to define problem areas, anticipated delays, and impact on the schedule. Report corrective action taken or proposed and its effect.

3.07 DISTRIBUTION OF SCHEDULE

- A. Distribute copies of updated schedules to Contractor's project site file, to subcontractors, suppliers, Architect, Owner, and other concerned parties.
- B. Instruct recipients to promptly report, in writing, problems anticipated by projections indicated in schedules.

END OF SECTION 01 32 16

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**SECTION 01 40 00
QUALITY REQUIREMENTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Submittals.
- B. Quality assurance.
- C. References and standards.
- D. Testing and inspection agencies and services.
- E. Contractor's construction-related professional design services.
- F. Contractor's design-related professional design services.
- G. Control of installation.
- H. Mock-ups.
- I. Tolerances.
- J. Manufacturers' field services.
- K. Defect Assessment.

1.02 RELATED REQUIREMENTS

- A. Document 00 31 00 - Available Project Information: Soil investigation data.
- B. Section 01 21 00 - Allowances: Allowance for payment of testing services.
- C. Section 01 30 00 - Administrative Requirements: Submittal procedures.
- D. Section 01 42 16 - Definitions.
- E. Section 01 60 00 - Product Requirements: Requirements for material and product quality.

1.03 REFERENCE STANDARDS

- A. ASTM C1021 - Standard Practice for Laboratories Engaged in Testing of Building Sealants; 2008 (Reapproved 2014).
- B. ASTM C1077 - Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation; 2017.
- C. ASTM C1093 - Standard Practice for Accreditation of Testing Agencies for Masonry; 2015a, with Editorial Revision (2016).
- D. ASTM D3740 - Standard Practice for Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction; 2012a.
- E. ASTM E329 - Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection; 2014a.
- F. ASTM E543 - Standard Specification for Agencies Performing Nondestructive Testing; 2015.
- G. ASTM E699 - Standard Specification for Agencies Involved in Testing, Quality Assurance, and Evaluating of Manufactured Building Components; 2016.

1.04 DEFINITIONS

- A. Contractor's Quality Control Plan: Contractor's management plan for executing the Contract for Construction.
- B. Contractor's Professional Design Services: Design of some aspect or portion of the project by party other than the design professional of record. Provide these services as part of the Contract for Construction.
 - 1. Design Services Types Required:
 - a. Construction-Related: Services Contractor needs to provide in order to carry out the Contractor's sole responsibilities for construction means, methods, techniques,

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sequences, and procedures.

- C. Design Data: Design-related, signed and sealed drawings, calculations, specifications, certifications, shop drawings and other submittals provided by Contractor, and prepared directly by, or under direct supervision of, appropriately licensed design professional.

1.05 CONTRACTOR'S CONSTRUCTION-RELATED PROFESSIONAL DESIGN SERVICES

- A. Coordination: Contractor's professional design services are subject to requirements of project's Conditions for Construction Contract.
- B. Provide such engineering design services as may be necessary to plan and safely conduct certain construction operations, pertaining to, but not limited to the following:
 - 1. Temporary sheeting, shoring, or supports.
 - 2. Temporary scaffolding.
 - 3. Temporary bracing.
 - 4. Temporary stairs or steps required for construction access only.

1.06 CONTRACTOR'S DESIGN-RELATED PROFESSIONAL DESIGN SERVICES

- A. Coordination: Contractor's professional design services are subject to requirements of project's Conditions for Construction Contract.
- B. Base design on performance and/or design criteria indicated in individual specification sections.
 - 1. Submit a Request for Interpretation to Architect if the criteria indicated are not sufficient to perform required design services.
- C. Scope of Contractor's Professional Design Services: Provide for the following items of work:
 - 1. Concrete Mix Design: As described in Section 03 30 00 - Cast-in-Place Concrete. No specific designer qualifications are required.

1.07 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Designer's Qualification Statement: Submit for Architect's knowledge as contract administrator, or for Owner's information.
 - 1. Include information for each individual professional responsible for producing, or supervising production of, design-related professional services provided by Contractor.
 - a. Full name.
 - b. Professional licensure information.
 - c. Statement addressing extent and depth of experience specifically relevant to design of items assigned to Contractor.
- C. Design Data: Submit for Architect's knowledge as contract administrator for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents, or for Owner's information.
- D. Test Reports: After each test/inspection, promptly submit two copies of report to Architect and to Contractor.
 - 1. Include:
 - a. Date issued.
 - b. Project title and number.
 - c. Name of inspector.
 - d. Date and time of sampling or inspection.
 - e. Identification of product and specifications section.
 - f. Location in the Project.
 - g. Type of test/inspection.
 - h. Date of test/inspection.
 - i. Results of test/inspection.
 - j. Compliance with Contract Documents.
 - k. When requested by Architect, provide interpretation of results.
 - 2. Test report submittals are for Architect's knowledge as contract administrator for the limited purpose of assessing compliance with information given and the design concept

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expressed in the Contract Documents, or for Owner's information.

- E. Certificates: When specified in individual specification sections, submit certification by the manufacturer and Contractor or installation/application subcontractor to Architect, in quantities specified for Product Data.
 - 1. Indicate material or product complies with or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
 - 2. Certificates may be recent or previous test results on material or product, but must be acceptable to Architect.
- F. Manufacturer's Instructions: When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, for the Owner's information. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.
- G. Manufacturer's Field Reports: Submit reports for Architect's benefit as contract administrator or for Owner.
 - 1. Submit report in duplicate within 30 days of observation to Architect for information.
 - 2. Submit for information for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents.
- H. Erection Drawings: Submit drawings for Architect's benefit as contract administrator or for Owner.
 - 1. Submit for information for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents.
 - 2. Data indicating inappropriate or unacceptable Work may be subject to action by Architect or Owner.

1.08 REFERENCES AND STANDARDS

- A. For products and workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Comply with reference standard of date of issue current on date of Contract Documents, except where a specific date is established by applicable code.
- C. Obtain copies of standards where required by product specification sections.
- D. Maintain copy at project site during submittals, planning, and progress of the specific work, until Substantial Completion.
- E. Should specified reference standards conflict with Contract Documents, request clarification from Architect before proceeding.
- F. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of Architect shall be altered from Contract Documents by mention or inference otherwise in any reference document.

1.09 TESTING AND INSPECTION AGENCIES AND SERVICES

- A. Owner will employ services of an independent testing agency to perform certain specified testing; payment for cost of services will be derived from allowance specified in Section 01 21 00; see Section 01 21 00 and applicable sections for description of services included in allowance.
- B. Employment of agency in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.

PART 3 EXECUTION

2.01 CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.

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- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.
- D. Comply with specified standards as minimum quality for the work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Have work performed by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

2.02 MOCK-UPS

- A. Before installing portions of the Work where mock-ups are required, construct mock-ups in location and size indicated for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work. The purpose of mock-up is to demonstrate the proposed range of aesthetic effects and workmanship.
- B. Accepted mock-ups establish the standard of quality the Architect will use to judge the Work.
- C. Tests shall be performed under provisions identified in this section and identified in the respective product specification sections.
- D. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.
- E. Architect will use accepted mock-ups as a comparison standard for the remaining Work.
- F. Where mock-up has been accepted by Architect and is specified in product specification sections to be removed, protect mock-up throughout construction, remove mock-up and clear area when directed to do so by Architect.

2.03 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

2.04 TESTING AND INSPECTION

- A. Testing Agency Duties:
 - 1. Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services.
 - 2. Perform specified sampling and testing of products in accordance with specified standards.
 - 3. Ascertain compliance of materials and mixes with requirements of Contract Documents.
 - 4. Promptly notify Architect and Contractor of observed irregularities or non-compliance of Work or products.
 - 5. Perform additional tests and inspections required by Architect.
 - 6. Submit reports of all tests/inspections specified.
- B. Limits on Testing/Inspection Agency Authority:
 - 1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
 - 2. Agency may not approve or accept any portion of the Work.
 - 3. Agency may not assume any duties of Contractor.
 - 4. Agency has no authority to stop the Work.
- C. Contractor Responsibilities:

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1. Deliver to agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.
 2. Cooperate with laboratory personnel, and provide access to the Work and to manufacturers' facilities.
 3. Provide incidental labor and facilities:
 - a. To provide access to Work to be tested/inspected.
 - b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
 - c. To facilitate tests/inspections.
 - d. To provide storage and curing of test samples.
 4. Notify Architect and laboratory 24 hours prior to expected time for operations requiring testing/inspection services.
 5. Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
 6. Arrange with Owner's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
- D. Re-testing required because of non-compliance with specified requirements shall be performed by the same agency on instructions by Architect.
- E. Re-testing required because of non-compliance with specified requirements shall be paid for by Contractor.

2.05 MANUFACTURERS' FIELD SERVICES

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust, and balance equipment, and _____ as applicable, and to initiate instructions when necessary.
- B. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

2.06 DEFECT ASSESSMENT

- A. Replace Work or portions of the Work not complying with specified requirements.
- B. If, in the opinion of Architect, it is not practical to remove and replace the work, Architect will direct an appropriate remedy or adjust payment.

END OF SECTION 01 40 00

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**SECTION 01 42 16
DEFINITIONS**

PART 1 GENERAL

1.01 SUMMARY

- A. Other definitions are included in individual specification sections.

1.02 DEFINITIONS

- A. Furnish: To supply, deliver, unload, and inspect for damage.
- B. Install: To unpack, assemble, erect, apply, place, finish, cure, protect, clean, start up, and make ready for use.
- C. Product: Material, machinery, components, equipment, fixtures, and systems forming the work result. Not materials or equipment used for preparation, fabrication, conveying, or erection and not incorporated into the work result. Products may be new, never before used, or re-used materials or equipment.
- D. Provide: To furnish and install.
- E. Supply: Same as Furnish.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 01 42 16

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**SECTION 01 50 00
TEMPORARY FACILITIES AND CONTROLS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Temporary utilities.
- B. Temporary telecommunications services.
- C. Temporary sanitary facilities.
- D. Temporary Controls: Barriers, enclosures, and fencing.
- E. Vehicular access and parking.
- F. Waste removal facilities and services.
- G. Project identification sign.

1.02 RELATED REQUIREMENTS

- A. Section 01 51 00 - Temporary Utilities.
- B. Section 01 52 13 - Field Offices and Sheds.
- C. Section 01 55 00 - Vehicular Access and Parking.

1.03 TEMPORARY UTILITIES - SEE SECTION 01 51 00

- A. Provide and pay for all electrical power, lighting, water, heating and cooling, and ventilation required for construction purposes.
- B. Existing facilities may not be used.
- C. Use trigger-operated nozzles for water hoses, to avoid waste of water.

1.04 TELECOMMUNICATIONS SERVICES

- A. Provide, maintain, and pay for telecommunications services to field office at time of project mobilization.
- B. Telecommunications services shall include:
 - 1. Windows-based personal computer dedicated to project telecommunications, with necessary software and laser printer.
 - 2. Internet Connections: Minimum of one; DSL modem or faster.

1.05 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.
- B. Maintain daily in clean and sanitary condition.

1.06 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public, to allow for owner's use of site and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Provide barricades and covered walkways required by governing authorities for public rights-of-way and for public access to existing building.
- C. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.07 FENCING

- A. Construction: Commercial grade chain link fence.
- B. Provide 6 foot high fence around construction site; equip with vehicular and pedestrian gates with locks.

1.08 SECURITY

- A. Provide security and facilities to protect Work, existing facilities, and Owner's operations from unauthorized entry, vandalism, or theft.

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1.09 VEHICULAR ACCESS AND PARKING - SEE SECTION 01 55 00

- A. Coordinate access and haul routes with governing authorities and Owner.
- B. Provide and maintain access to fire hydrants, free of obstructions.
- C. Provide means of removing mud from vehicle wheels before entering streets.
- D. Provide temporary parking areas to accommodate construction personnel. When site space is not adequate, provide additional off-site parking.

1.10 WASTE REMOVAL

- A. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- B. Provide containers with lids. Remove trash from site periodically.
- C. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.
- D. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

1.11 PROJECT IDENTIFICATION

- A. Provide project identification sign of design and construction indicated on drawings.
- B. Erect on site at location indicated.
- C. No other signs are allowed without Owner permission except those required by law.

1.12 FIELD OFFICES - SEE SECTION 01 52 13

- A. Office: Weathertight, with lighting, electrical outlets, heating, cooling equipment, and equipped with sturdy furniture, drawing rack, and drawing display table.
- B. Provide space for Project meetings, with table and chairs to accommodate 6 persons.
- C. Locate offices a minimum distance of 30 feet from existing and new structures.

1.13 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, materials, prior to Date of Substantial Completion inspection.
- B. Remove underground installations to a minimum depth of 2 feet. Grade site as indicated.
- C. Clean and repair damage caused by installation or use of temporary work.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 01 50 00

**SECTION 01 52 13
FIELD OFFICES AND SHEDS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Temporary field offices for use of Contractor.
- B. Maintenance and removal.

1.02 RELATED REQUIREMENTS

- A. Section 01 10 00 - Summary: use of premises and responsibility for providing field offices.
- B. Section 01 50 00 - Temporary Facilities and Controls:
 - 1. Temporary telecommunications services for administrative purposes.
 - 2. Temporary sanitary facilities required by law.

1.03 USE OF EXISTING FACILITIES

- A. Existing facilities shall not be used for field offices.

PART 2 PRODUCTS

2.01 MATERIALS, EQUIPMENT, FURNISHINGS

- A. Materials, Equipment, Furnishings: Serviceable, new or used, adequate for required purpose.

2.02 CONSTRUCTION

- A. Portable or mobile buildings, or buildings constructed with floors raised above ground, securely fixed to foundations, with steps and landings at entrance doors.
- B. Construction: Structurally sound, secure, weather tight enclosures for office. Maintain during progress of Work; remove when no longer needed.
- C. Temperature Transmission Resistance of Floors, Walls, and Ceilings: Compatible with occupancy requirements.
- D. Exterior Materials: Weather resistant, finished in one color.
- E. Fire Extinguishers: Appropriate type fire extinguisher at each office.

2.03 ENVIRONMENTAL CONTROL

- A. Heating, Cooling, and Ventilating: Automatic equipment to maintain comfort conditions.

2.04 CONTRACTOR OFFICE AND FACILITIES

- A. Size: For Contractor's needs and to provide space for project meetings.
- B. Furnishings in Meeting Area: Conference table and chairs to seat at least eight persons; racks and files for Contract Documents, submittals, and project record documents.

PART 3 EXECUTION

3.01 PREPARATION

- A. Fill and grade sites for temporary structures to provide drainage away from buildings.

3.02 INSTALLATION

- A. Install office spaces ready for occupancy 15 days after date fixed in Notice to Proceed.

3.03 MAINTENANCE AND CLEANING

- A. Maintain approach walks free of mud, water, and snow.

3.04 REMOVAL

- A. At completion of Work remove buildings, foundations, utility services, and debris. Restore areas.

END OF SECTION 01 52 13

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**SECTION 01 55 00
VEHICULAR ACCESS AND PARKING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Parking.
- B. Existing pavements and parking areas.
- C. Construction parking controls.
- D. Haul routes.
- E. Maintenance.
- F. Removal, repair.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Temporary Construction: Contractor's option.

PART 3 EXECUTION

3.01 PREPARATION

3.02 PARKING

- A. Arrange for temporary parking areas to accommodate use of construction personnel.

3.03 CONSTRUCTION PARKING CONTROL

- A. Control vehicular parking to prevent interference with public traffic and parking, access by emergency vehicles, and Owner's operations.

3.04 HAUL ROUTES

- A. Confine construction traffic to designated haul routes.
- B. Provide traffic control at critical areas of haul routes to regulate traffic, to minimize interference with public traffic.

3.05 MAINTENANCE

- A. Maintain traffic and parking areas in a sound condition free of excavated material, construction equipment, products, mud, snow, and ice.
- B. Maintain existing paved areas used for construction; promptly repair breaks, potholes, low areas, standing water, and other deficiencies, to maintain paving and drainage in original, or specified, condition.

3.06 REMOVAL, REPAIR

- A. Repair existing facilities damaged by use, to original condition.
- B. Repair damage caused by installation.

END OF SECTION 01 55 00

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**SECTION 01 58 13
TEMPORARY PROJECT SIGNAGE**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Project identification sign.

1.02 RELATED REQUIREMENTS

- A. Section 01 10 00 - Summary: Responsibility to provide signs.

1.03 QUALITY ASSURANCE

- A. Finishes, Painting: Adequate to withstand weathering, fading, and chipping for duration of construction.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Shop Drawing: Show content, layout, lettering, color, foundation, structure, sizes and grades of members.

PART 2 PRODUCTS

2.01 SIGN MATERIALS

- A. Structure and Framing: New, wood, structurally adequate.
- B. Sign Surfaces: Exterior grade plywood with medium density overlay, minimum 3/4 inch thick, standard large sizes to minimize joints.
- C. Paint and Primers: Exterior quality, two coats; sign background of _____ color.
- D. Lettering: Exterior quality paint, contrasting colors.

2.02 PROJECT IDENTIFICATION SIGN

- A. One painted sign, 48 sq ft area, bottom 6 feet above ground.
- B. Content:
 - 1. Project number, title, logo and name of Owner as indicated on Contract Documents.
 - 2. Names and titles of Architect and Consultants.
 - 3. Name of Prime Contractor.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install project identification sign within 30 days after date fixed by Notice to Proceed.
- B. Erect at designated location.
- C. Erect supports and framing on secure foundation, rigidly braced and framed to resist wind loadings.
- D. Install sign surface plumb and level, with butt joints. Anchor securely.

3.02 MAINTENANCE

- A. Maintain signs and supports clean, repair deterioration and damage.

3.03 REMOVAL

- A. Remove signs, framing, supports, and foundations at completion of Project and restore the area.

END OF SECTION 01 58 13

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**SECTION 01 60 00
PRODUCT REQUIREMENTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General product requirements.
- B. Sustainable design-related product requirements.
- C. Transportation, handling, storage and protection.
- D. Product option requirements.
- E. Substitution limitations.
- F. Maintenance materials, including extra materials, spare parts, tools, and software.

1.02 RELATED REQUIREMENTS

- A. Section 01 25 00 - Substitution Procedures: Substitutions made during procurement and/or construction phases.
- B. Section 01 61 16 - Volatile Organic Compound (VOC) Content Restrictions: Requirements for VOC-restricted product categories.
- C. Section 01 74 19 - Construction Waste Management and Disposal: Waste disposal requirements potentially affecting product selection, packaging and substitutions.

1.03 SUBMITTALS

- A. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- B. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
 - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

PART 2 PRODUCTS

2.01 NEW PRODUCTS

- A. Provide new products unless specifically required or permitted by Contract Documents.
- B. Use of products having any of the following characteristics is not permitted:
- C. Where other criteria are met, Contractor shall give preference to products that:
 - 1. If used on interior, have lower emissions, as defined in Section 01 61 16.
 - 2. If wet-applied, have lower VOC content, as defined in Section 01 61 16.

2.02 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

2.03 MAINTENANCE MATERIALS

- A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.
- B. Deliver to Project site; obtain receipt prior to final payment.

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PART 3 EXECUTION

3.01 SUBSTITUTION LIMITATIONS

- A. See Section 01 25 00 - Substitution Procedures.

3.02 TRANSPORTATION AND HANDLING

- A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.
- B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.
- C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- D. Transport and handle products in accordance with manufacturer's instructions.
- E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.
- H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.03 STORAGE AND PROTECTION

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication. See Section 01 74 19.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weathertight, climate-controlled enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- G. Comply with manufacturer's warranty conditions, if any.
- H. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- I. Prevent contact with material that may cause corrosion, discoloration, or staining.
- J. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- K. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION 01 60 00

**SECTION 01 70 00
EXECUTION AND CLOSEOUT REQUIREMENTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Examination, preparation, and general installation procedures.
- B. Pre-installation meetings.
- C. Cutting and patching.
- D. Surveying for laying out the work.
- E. Cleaning and protection.
- F. Closeout procedures, including Contractor's Correction Punch List, except payment procedures.
- G. General requirements for maintenance service.

1.02 RELATED REQUIREMENTS

- A. Section 01 10 00 - Summary: Limitations on working in existing building; continued occupancy; work sequence; identification of salvaged and relocated materials.
- B. Section 01 40 00 - Quality Requirements: Testing and inspection procedures.
- C. Section 01 74 19 - Construction Waste Management and Disposal: Additional procedures for trash/waste removal, recycling, salvage, and reuse.
- D. Section 01 78 00 - Closeout Submittals: Project record documents, operation and maintenance data, warranties, and bonds.

1.03 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Survey work: Submit name, address, and telephone number of Surveyor before starting survey work.
 - 1. On request, submit documentation verifying accuracy of survey work.
 - 2. Submit a copy of site drawing signed by the Land Surveyor, that the elevations and locations of the work are in compliance with Contract Documents.
 - 3. Submit surveys and survey logs for the project record.
- C. Demolition Plan: Submit demolition plan as specified by OSHA and local authorities.
 - 1. Indicate extent of demolition, removal sequence, bracing and shoring, and location and construction of barricades and fences. Include design drawings and calculations for bracing and shoring.
 - 2. Identify demolition firm and submit qualifications.
 - 3. Include a summary of safety procedures.
- D. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:
 - 1. Structural integrity of any element of Project.
 - 2. Integrity of weather exposed or moisture resistant element.
 - 3. Efficiency, maintenance, or safety of any operational element.
 - 4. Visual qualities of sight exposed elements.
 - 5. Work of Owner or separate Contractor.
 - 6. Include in request:
 - a. Identification of Project.
 - b. Location and description of affected work.
 - c. Necessity for cutting or alteration.
 - d. Description of proposed work and products to be used.
 - e. Effect on work of Owner or separate Contractor.
 - f. Written permission of affected separate Contractor.
 - g. Date and time work will be executed.

- E. Project Record Documents: Accurately record actual locations of capped and active utilities.

1.04 QUALIFICATIONS

- A. For surveying work, employ a land surveyor registered in the State in which the Project is located and acceptable to Architect. Submit evidence of surveyor's Errors and Omissions insurance coverage in the form of an Insurance Certificate. Employ only individual(s) trained and experienced in collecting and recording accurate data relevant to ongoing construction activities,
- B. For field engineering, employ a professional engineer of the discipline required for specific service on Project, licensed in the State in which the Project is located. Employ only individual(s) trained and experienced in establishing and maintaining horizontal and vertical control points necessary for laying out construction work on project of similar size, scope and/or complexity.
- C. For design of temporary shoring and bracing, employ a Professional Engineer experienced in design of this type of work and licensed in the State in which the Project is located.

1.05 PROJECT CONDITIONS

- A. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment.
- B. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.
- C. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.

PART 2 PRODUCTS

2.01 PATCHING MATERIALS

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.
- C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 01 60 00 - Product Requirements.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.
- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.
- F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

3.02 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.

- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

3.03 PREINSTALLATION MEETINGS

- A. When required in individual specification sections, convene a preinstallation meeting at the site prior to commencing work of the section.
- B. Require attendance of parties directly affecting, or affected by, work of the specific section.
- C. Notify Architect four days in advance of meeting date.
- D. Prepare agenda and preside at meeting:
 - 1. Review conditions of examination, preparation and installation procedures.
 - 2. Review coordination with related work.
- E. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.04 LAYING OUT THE WORK

- A. Verify locations of survey control points prior to starting work.
- B. Promptly notify Architect of any discrepancies discovered.
- C. Protect survey control points prior to starting site work; preserve permanent reference points during construction.
- D. Promptly report to Architect the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.
- E. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Architect.
- F. Utilize recognized engineering survey practices.
- G. Establish elevations, lines and levels. Locate and lay out by instrumentation and similar appropriate means:
 - 1. Site improvements including pavements; stakes for grading, fill and topsoil placement; utility locations, slopes, and invert elevations; and _____.
 - 2. Grid or axis for structures.
 - 3. Building foundation, column locations, ground floor elevations, and _____.
- H. Periodically verify layouts by same means.
- I. Maintain a complete and accurate log of control and survey work as it progresses.

3.05 GENERAL INSTALLATION REQUIREMENTS

- A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- E. Make neat transitions between different surfaces, maintaining texture and appearance.

3.06 CUTTING AND PATCHING

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. Perform whatever cutting and patching is necessary to:
 - 1. Complete the work.
 - 2. Fit products together to integrate with other work.
 - 3. Provide openings for penetration of mechanical, electrical, and other services.
 - 4. Match work that has been cut to adjacent work.
 - 5. Repair areas adjacent to cuts to required condition.
 - 6. Repair new work damaged by subsequent work.

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7. Remove samples of installed work for testing when requested.
8. Remove and replace defective and non-complying work.
- C. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- D. Employ original installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
- E. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- F. Restore work with new products in accordance with requirements of Contract Documents.
- G. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- H. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 07 84 00, to full thickness of the penetrated element.
- I. Patching:
 1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
 2. Match color, texture, and appearance.
 3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

3.07 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

3.08 PROTECTION OF INSTALLED WORK

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- F. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- G. Remove protective coverings when no longer needed; reuse or recycle coverings if possible.

3.09 ADJUSTING

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.

3.10 FINAL CLEANING

- A. Use cleaning materials that are nonhazardous.

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- B. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- C. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.
- D. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- E. Clean filters of operating equipment.
- F. Clean debris from roofs, gutters, downspouts, scuppers, overflow drains, area drains, drainage systems, and _____.
- G. Clean site; sweep paved areas, rake clean landscaped surfaces.
- H. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

3.11 CLOSEOUT PROCEDURES

- A. Make submittals that are required by governing or other authorities.
 - 1. Provide copies to Architect and Owner.
- B. Accompany Project Coordinator on preliminary inspection to determine items to be listed for completion or correction in the Contractor's Correction Punch List for Contractor's Notice of Substantial Completion.
- C. Notify Architect when work is considered ready for Architect's Substantial Completion inspection.
- D. Submit written certification containing Contractor's Correction Punch List, that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect's Substantial Completion inspection.
- E. Conduct Substantial Completion inspection and create Final Correction Punch List containing Architect's and Contractor's comprehensive list of items identified to be completed or corrected and submit to Architect.
- F. Correct items of work listed in Final Correction Punch List and comply with requirements for access to Owner-occupied areas.
- G. Notify Architect when work is considered finally complete and ready for Architect's Substantial Completion final inspection.
- H. Complete items of work determined by Architect listed in executed Certificate of Substantial Completion.

3.12 MAINTENANCE

- A. Provide service and maintenance of components indicated in specification sections.
- B. Maintenance Period: As indicated in specification sections or, if not indicated, not less than one year from the Date of Substantial Completion or the length of the specified warranty, whichever is longer.
- C. Examine system components at a frequency consistent with reliable operation. Clean, adjust, and lubricate as required.
- D. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by the manufacturer of the original component.
- E. Maintenance service shall not be assigned or transferred to any agent or subcontractor without prior written consent of the Owner.

END OF SECTION 01 70 00

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**SECTION 01 74 19
CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL**

PART 1 GENERAL

1.01 WASTE MANAGEMENT REQUIREMENTS

- A. Owner requires that this project generate the least amount of trash and waste possible.
- B. Employ processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors.
- C. Minimize trash/waste disposal in landfills; reuse, salvage, or recycle as much waste as economically feasible.
- D. Methods of trash/waste disposal that are not acceptable are:
 - 1. Burning on the project site.
 - 2. Burying on the project site.
 - 3. Dumping or burying on other property, public or private.
 - 4. Other illegal dumping or burying.
- E. Regulatory Requirements: Contractor is responsible for knowing and complying with regulatory requirements, including but not limited to Federal, state and local requirements, pertaining to legal disposal of all construction and demolition waste materials.

1.02 RELATED REQUIREMENTS

- A. Section 01 10 00 - Summary: List of items to be salvaged from the existing building for relocation in project or for Owner.
- B. Section 01 30 00 - Administrative Requirements: Additional requirements for project meetings, reports, submittal procedures, and project documentation.
- C. Section 01 50 00 - Temporary Facilities and Controls: Additional requirements related to trash/waste collection and removal facilities and services.
- D. Section 01 60 00 - Product Requirements: Waste prevention requirements related to delivery, storage, and handling.
- E. Section 01 70 00 - Execution and Closeout Requirements: Trash/waste prevention procedures related to demolition, cutting and patching, installation, protection, and cleaning.

1.03 DEFINITIONS

- A. Clean: Untreated and unpainted; not contaminated with oils, solvents, caulk, or the like.
- B. Construction and Demolition Waste: Solid wastes typically including building materials, packaging, trash, debris, and rubble resulting from construction, remodeling, repair and demolition operations.
- C. Hazardous: Exhibiting the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity or reactivity.
- D. Nonhazardous: Exhibiting none of the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity, or reactivity.
- E. Nontoxic: Neither immediately poisonous to humans nor poisonous after a long period of exposure.
- F. Recyclable: The ability of a product or material to be recovered at the end of its life cycle and remanufactured into a new product for reuse by others.
- G. Recycle: To remove a waste material from the project site to another site for remanufacture into a new product for reuse by others.
- H. Recycling: The process of sorting, cleansing, treating and reconstituting solid waste and other discarded materials for the purpose of using the altered form. Recycling does not include burning, incinerating, or thermally destroying waste.
- I. Return: To give back reusable items or unused products to vendors for credit.
- J. Reuse: To reuse a construction waste material in some manner on the project site.

- K. Salvage: To remove a waste material from the project site to another site for resale or reuse by others.
- L. Sediment: Soil and other debris that has been eroded and transported by storm or well production run-off water.
- M. Source Separation: The act of keeping different types of waste materials separate beginning from the first time they become waste.
- N. Toxic: Poisonous to humans either immediately or after a long period of exposure.
- O. Trash: Any product or material unable to be reused, returned, recycled, or salvaged.
- P. Waste: Extra material or material that has reached the end of its useful life in its intended use. Waste includes salvageable, returnable, recyclable, and reusable material.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.

PART 3 EXECUTION

2.01 WASTE MANAGEMENT PROCEDURES

- A. See Section 01 30 00 for additional requirements for project meetings, reports, submittal procedures, and project documentation.
- B. See Section 01 50 00 for additional requirements related to trash/waste collection and removal facilities and services.
- C. See Section 01 60 00 for waste prevention requirements related to delivery, storage, and handling.
- D. See Section 01 70 00 for trash/waste prevention procedures related to demolition, cutting and patching, installation, protection, and cleaning.

2.02 WASTE MANAGEMENT PLAN IMPLEMENTATION

- A. Manager: Designate an on-site person or persons responsible for instructing workers and overseeing and documenting results of the Waste Management Plan.
- B. Communication: Distribute copies of the Waste Management Plan to job site foreman, each subcontractor, Owner, and Architect.
- C. Instruction: Provide on-site instruction of appropriate separation, handling, and recycling, salvage, reuse, and return methods to be used by all parties at the appropriate stages of the project.
- D. Meetings: Discuss trash/waste management goals and issues at project meetings.
 - 1. Prebid meeting.
 - 2. Preconstruction meeting.
 - 3. Regular job-site meetings.
- E. Facilities: Provide specific facilities for separation and storage of materials for recycling, salvage, reuse, return, and trash disposal, for use by all contractors and installers.
 - 1. Provide containers as required.
 - 2. Provide adequate space for pick-up and delivery and convenience to subcontractors.
 - 3. Keep recycling and trash/waste bin areas neat and clean and clearly marked in order to avoid contamination of materials.
- F. Hazardous Wastes: Separate, store, and dispose of hazardous wastes according to applicable regulations.
- G. Recycling: Separate, store, protect, and handle at the site identified recyclable waste products in order to prevent contamination of materials and to maximize recyclability of identified materials. Arrange for timely pickups from the site or deliveries to recycling facility in order to prevent contamination of recyclable materials.
- H. Reuse of Materials On-Site: Set aside, sort, and protect separated products in preparation for reuse.

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- I. Salvage: Set aside, sort, and protect products to be salvaged for reuse off-site.

END OF SECTION 01 74 19

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**SECTION 01 78 00
CLOSEOUT SUBMITTALS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Project record documents.
- B. Operation and maintenance data.
- C. Warranties and bonds.

1.02 RELATED REQUIREMENTS

- A. Section 01 30 00 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
- B. Section 01 70 00 - Execution and Closeout Requirements: Contract closeout procedures.
- C. Individual Product Sections: Specific requirements for operation and maintenance data.
- D. Individual Product Sections: Warranties required for specific products or Work.

1.03 SUBMITTALS

- A. Project Record Documents: Submit documents to Architect with claim for final Application for Payment.
- B. Operation and Maintenance Data:
 - 1. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.
 - 2. Submit one copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Architect comments. Revise content of all document sets as required prior to final submission.
 - 3. Submit two sets of revised final documents in final form within 10 days after final inspection.
- C. Warranties and Bonds:
 - 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 10 days after acceptance.
 - 2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
 - 3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings.
 - 2. Addenda.
 - 3. Change Orders and other modifications to the Contract.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
- E. Record Drawings: Legibly mark each item to record actual construction including:
 - 1. Field changes of dimension and detail.
 - 2. Details not on original Contract drawings.

3.02 OPERATION AND MAINTENANCE DATA

- A. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- B. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- C. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

3.03 WARRANTIES AND BONDS

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until Date of Substantial completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.

END OF SECTION 01 78 00

**SECTION 02 41 00
DEMOLITION**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Selective demolition of built site elements.

1.02 REFERENCE STANDARDS

- A. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2013.

1.03 QUALITY ASSURANCE

- A. Demolition Firm Qualifications: Company specializing in the type of work required.
 - 1. Minimum of three (3) years of documented experience.

PART 3 EXECUTION

2.01 SCOPE

- A. Remove paving and curbs as required to accomplish new work.
- B. Break up paving within site boundaries to permit natural moisture drainage; leave pieces not larger than 1 square yard.
- C. Fill excavations, open pits, and holes in ground areas generated as result of removals, using specified fill; compact fill as specified in Section 31 22 00.

2.02 GENERAL PROCEDURES AND PROJECT CONDITIONS

- A. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
 - 1. Obtain required permits.
 - 2. Take precautions to prevent catastrophic or uncontrolled collapse of structures to be removed; do not allow worker or public access within range of potential collapse of unstable structures.
 - 3. Provide, erect, and maintain temporary barriers and security devices.
 - 4. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
- B. Do not begin removal until receipt of notification to proceed from Owner.

2.03 EXISTING UTILITIES

- A. Coordinate work with utility companies; notify before starting work and comply with their requirements; obtain required permits.
- B. Protect existing utilities to remain from damage.
- C. Do not close, shut off, or disrupt existing life safety systems that are in use without at least 7 days prior written notification to Owner.
- D. Do not close, shut off, or disrupt existing utility branches or take-offs that are in use without at least 3 days prior written notification to Owner.
- E. Locate and mark utilities to remain; mark using highly visible tags or flags, with identification of utility type; protect from damage due to subsequent construction, using substantial barricades if necessary.
- F. Remove exposed piping, valves, meters, equipment, supports, and foundations of disconnected and abandoned utilities.

2.04 DEBRIS AND WASTE REMOVAL

- A. Remove debris, junk, and trash from site.
- B. Leave site in clean condition, ready for subsequent work.

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- C. Clean up spillage and wind-blown debris from public and private lands.

END OF SECTION 02 41 00

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**SECTION 03 10 00
CONCRETE FORMING AND ACCESSORIES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Formwork for cast-in-place concrete, with shoring, bracing and anchorage.
- B. Openings for other work.
- C. Form accessories.
- D. Form stripping.

1.02 RELATED REQUIREMENTS

- A. Section 03 20 00 - Concrete Reinforcing.
- B. Section 03 30 00 - Cast-in-Place Concrete.
- C. Section 05 12 00 - Structural Steel Framing: Placement of embedded steel anchors and plates in cast-in-place concrete.
- D. Section 31 23 16 - Excavation: Shoring and underpinning for excavation.

1.03 REFERENCE STANDARDS

- A. ACI 117 - Specification for Tolerances for Concrete Construction and Materials; 2010 (Reapproved 2015).
- B. ACI 301 - Specifications for Concrete Construction; 2020.
- C. ACI 318 - Building Code Requirements for Structural Concrete; 2019, with Errata (2021).
- D. ACI 347R - Guide to Formwork for Concrete; 2014 (Reapproved 2021).
- E. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2022.
- F. PS 1 - Structural Plywood; 2009 (Revised 2019).

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on void form materials and installation requirements.
- C. Shop Drawings: Indicate pertinent dimensions, materials, bracing, and arrangement of joints and ties.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Deliver prefabricated forms and installation instructions in manufacturer's packaging.
- B. Store prefabricated forms off ground in ventilated and protected manner to prevent deterioration from moisture.
- C. Protect plastic foam products from damage and exposure to sunlight.

PART 2 PRODUCTS

2.01 FORMWORK - GENERAL

- A. Provide concrete forms, accessories, shoring, and bracing as required to accomplish cast-in-place concrete work.
- B. Design and construct concrete that complies with design with respect to shape, lines, and dimensions.
- C. Chamfer outside corners of beams, joists, columns, and walls.
- D. Comply with applicable state and local codes with respect to design, fabrication, erection, and removal of formwork.
- E. Comply with relevant portions of ACI 347R, ACI 301, and ACI 318.

2.02 WOOD FORM MATERIALS

- A. Exposed Surfaces:
 - 1. Plywood: Douglas Fir species; solid one side grade; sound undamaged sheets with clean, true edges.
- B. Unexposed Surfaces:
 - 1. Lumber: Southern Yellow Pine species; No. 2 grade; with grade stamp clearly visible.

2.03 PREFABRICATED FORMS

- A. Manufacturers:
 - 1. SureVoid Products, Inc: www.surevoid.com.
 - 2. Dow Chemical, Co: www.dow.com.
 - 3. M&M Construction Specialties: www.mmconstructiontx.com
- B. Preformed Steel Forms: Minimum 16 gauge, 0.0598 inch thick, matched, tight fitting, stiffened to support weight of concrete without deflection detrimental to tolerances and appearance of finished surfaces.
- C. Void Boxes (Fiber-board forms): Void boxes shall be equal to those manufactured by Surevoid Products, inc. of Fort Worth, Texas. The boxes shall be capable of sustaining a load of 1000 pounds per square foot, shall have an interior uniform cellular configuration, shall be rectangular in shape, and shall be coated, not impregnated, with moisture resistant compound. Refer to the plans for the depth of the boxes. Archvoid pier void pieces or pier voids shall be installed at the piers under the grade beams. Trapezoidal void boxes are prohibited.
- D. Soil Retainer Boards:
 - 1. Foam Board Panels: Styrofoam Brand Square Edge Rigid Insulation as manufactured by Dow Chemical Co. and distributed locally by Cain's Builders Supply (817 581 1344). Retainer boards shall have a flexural strength of 50 psi (ASTM C 203), shear strength of 35 psi (ASTM D 393), compressive strength of 25 psi (ASTM D 1621) and a tensile strength of 50 psi (ASTM D 1623), supplied in 1" = 4"-6" void forms, 1½" = 8" forms, or 2" = 10"-12" forms thickness.
 - 2. Fluted Polypropylene Board – white, 13mm thick, high density polypropylene board with a cellular profile as distributed by SureVoid Products, Inc. of Fort Worth, Texas.
 - 3. Plastic Boards: Motzblock, as manufactured by M&M Construction Specialties (800.937.9493). Retainer boards shall be a cambered, ribbed and made of high density polyethylene. Retainer boards shall have superior strength to resist lateral loads applied by compacted soil, be impact resistant and capable of being exposed to moisture without deterioration.

2.04 FORMWORK ACCESSORIES

- A. Form Ties: Removable type, galvanized metal, fixed length, cone type, with waterproofing washer, 1 inch back break dimension, free of defects that could leave holes larger than 1 inch in concrete surface.
- B. Form Release Agent: Capable of releasing forms from hardened concrete without staining or discoloring concrete or forming bugholes and other surface defects, compatible with concrete and form materials, and not requiring removal for satisfactory bonding of coatings to be applied.
- C. Filler Strips for Chamfered Corners: Rigid plastic type; 3/4 by 3/4 inch size; maximum possible lengths. Provide CFS-3/4 manufactured by Greenstreak .
- D. Embedded Anchor Shapes, Plates, Angles and Bars: As specified in Section 05 12 00.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify lines, levels and centers before proceeding with formwork. Ensure that dimensions agree with drawings.

3.02 EARTH FORMS

- A. Earth forms are not permitted.

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3.03 ERECTION - FORMWORK

- A. Erect formwork, shoring and bracing to achieve design requirements, in accordance with requirements of ACI 301.
- B. Provide bracing to ensure stability of formwork. Shore or strengthen formwork subject to overstressing by construction loads.
- C. Arrange and assemble formwork to permit dismantling and stripping. Do not damage concrete during stripping. Permit removal of remaining principal shores.
- D. Obtain approval before framing openings in structural members that are not indicated on drawings.
- E. Install void forms in accordance with manufacturer's recommendations. Protect forms from moisture or crushing.
- F. Coordinate this section with other sections of work that require attachment of components to formwork.
- G. If formwork is placed after reinforcement, resulting in insufficient concrete cover over reinforcement, request instructions from Architect before proceeding.

3.04 APPLICATION - FORM RELEASE AGENT

- A. Apply form release agent on formwork in accordance with manufacturer's recommendations.
- B. Apply prior to placement of reinforcing steel, anchoring devices, and embedded items.
- C. All form release agents shall be paint compatible.

3.05 INSERTS, EMBEDDED PARTS, AND OPENINGS

- A. Provide formed openings where required for items to be embedded in passing through concrete work.
- B. Locate and set in place items that will be cast directly into concrete.
- C. Coordinate with work of other sections in forming and placing openings, slots, reglets, recesses, sleeves, bolts, anchors, other inserts, and components of other work.
- D. Provide temporary ports or openings in formwork where required to facilitate cleaning and inspection. Locate openings at bottom of forms to allow flushing water to drain.

3.06 FORM CLEANING

- A. Clean forms as erection proceeds, to remove foreign matter within forms.
- B. Clean formed cavities of debris prior to placing concrete.
 - 1. Flush with water or use compressed air to remove remaining foreign matter. Ensure that water and debris drain to exterior through clean-out ports.
 - 2. During cold weather, remove ice and snow from within forms. Do not use de-icing salts. Do not use water to clean out forms, unless formwork and concrete construction proceed within heated enclosure. Use compressed air or other means to remove foreign matter.

3.07 FORMWORK TOLERANCES

- A. Construct formwork to maintain tolerances required by ACI 117, unless otherwise indicated.

3.08 FIELD QUALITY CONTROL

- A. An independent testing agency will perform field quality control tests, as specified in Section 01 40 00 - Quality Requirements.
- B. Inspect erected formwork, shoring, and bracing to ensure that work is in accordance with formwork design, and to verify that supports, fastenings, wedges, ties, and items are secure.
- C. Do not reuse wood formwork more than 3 times for concrete surfaces to be exposed to view. Do not patch formwork.

3.09 FORM REMOVAL

- A. Do not remove forms or bracing until concrete has gained sufficient strength to carry its own weight and imposed loads.

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- B. Loosen forms carefully. Do not wedge pry bars, hammers, or tools against finish concrete surfaces scheduled for exposure to view.
- C. Store removed forms to prevent damage to form materials or to fresh concrete. Discard damaged forms.

END OF SECTION 03 10 00

**SECTION 03 20 00
CONCRETE REINFORCING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Reinforcing steel for cast-in-place concrete.
- B. Supports and accessories for steel reinforcement.

1.02 RELATED REQUIREMENTS

- A. Section 03 10 00 - Concrete Forming and Accessories.
- B. Section 03 30 00 - Cast-in-Place Concrete.
- C. Section 04 29 00 - Engineered Unit Masonry: Reinforcement for engineered masonry.
- D. Section 31 63 29 - Drilled Concrete Piers and Shafts: Reinforcement for drilled pier foundations.

1.03 REFERENCE STANDARDS

- A. ACI 301 - Specifications for Concrete Construction; 2020.
- B. ACI 318 - Building Code Requirements for Structural Concrete; 2019, with Errata (2021).
- C. ACI SP-66 - ACI Detailing Manual; 2004.
- D. ASTM A615/A615M - Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement; 2022.
- E. AWS D1.4/D1.4M - Structural Welding Code - Reinforcing Steel; 2011.
- F. CRSI (DA4) - Manual of Standard Practice; 2009.
- G. CRSI (P1) - Placing Reinforcing Bars; 2011.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Comply with requirements of ACI SP-66. Include bar schedules, shapes of bent bars, spacing of bars, and location of splices.
- C. Manufacturer's Certificate: Certify that reinforcing steel and accessories supplied for this project meet or exceed specified requirements.

1.05 QUALITY ASSURANCE

- A. Perform work of this section in accordance with ACI 318.
 - 1. Maintain one copy of each document on project site.

PART 2 PRODUCTS

2.01 REINFORCEMENT

- A. Reinforcing Steel: ASTM A615/A615M, Grade 60 (60,000 psi).
 - 1. Deformed billet-steel bars.
 - 2. Unfinished.
- B. Reinforcement Accessories:
 - 1. Tie Wire: Annealed, minimum 16 gauge, 0.0508 inch.
 - 2. Chairs, Bolsters, Bar Supports, Spacers: Sized and shaped for adequate support of reinforcement during concrete placement.

2.02 FABRICATION

- A. Fabricate concrete reinforcing in accordance with CRSI (DA4) - Manual of Standard Practice.
- B. Welding of reinforcement is permitted only with the specific approval of Architect. Perform welding in accordance with AWS D1.4/D1.4M.
- C. Locate reinforcing splices not indicated on drawings at point of minimum stress.
 - 1. Review locations of splices with Architect.

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PART 3 EXECUTION

3.01 PLACEMENT

- A. Place, support and secure reinforcement against displacement. Do not deviate from required position.
- B. Do not displace or damage vapor barrier.
- C. Maintain concrete cover around reinforcing as follows:
 - 1. Beams: 2 1/2 inch
 - 2. Slabs on Grade: 1 1/2 inch on top.
- D. Comply with applicable code for concrete cover over reinforcement.

3.02 FIELD QUALITY CONTROL

- A. An independent testing agency, as specified in Section 01 40 00 - Quality Requirements, will inspect installed reinforcement for compliance with contract documents before concrete placement.

END OF SECTION 03 20 00

**SECTION 03 30 00
CAST-IN-PLACE CONCRETE**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Concrete formwork.
- B. Joint devices associated with concrete work.
- C. Miscellaneous concrete elements, including light pole bases and flagpole bases.
- D. Concrete curing.

1.02 RELATED REQUIREMENTS

- A. Section 03 10 00 - Concrete Forming and Accessories: Forms and accessories for formwork.
- B. Section 03 20 00 - Concrete Reinforcing.
- C. Section 07 92 00 - Joint Sealants: Products and installation for sealants and joint fillers for saw cut joints and isolation joints in slabs.
- D. Section 32 13 13 - Concrete Paving: Sidewalks, curbs and gutters.

1.03 REFERENCE STANDARDS

- A. ACI 117 - Specification for Tolerances for Concrete Construction and Materials; 2010 (Reapproved 2015).
- B. ACI 211.1 - Standard Practice for Selecting Proportions for Normal, Heavyweight, and Mass Concrete; 1991 (Reapproved 2009).
- C. ACI 301 - Specifications for Concrete Construction; 2020.
- D. ACI 302.1R - Guide to Concrete Floor and Slab Construction; 2015.
- E. ACI 304R - Guide for Measuring, Mixing, Transporting, and Placing Concrete; 2000 (Reapproved 2009).
- F. ACI 305R - Guide to Hot Weather Concreting; 2020.
- G. ACI 306R - Guide to Cold Weather Concreting; 2016.
- H. ACI 308R - Guide to External Curing of Concrete; 2016.
- I. ACI 318 - Building Code Requirements for Structural Concrete; 2019, with Errata (2021).
- J. ASTM C33/C33M - Standard Specification for Concrete Aggregates; 2018.
- K. ASTM C39/C39M - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens; 2021.
- L. ASTM C94/C94M - Standard Specification for Ready-Mixed Concrete; 2022.
- M. ASTM C143/C143M - Standard Test Method for Slump of Hydraulic-Cement Concrete; 2020.
- N. ASTM C260/C260M - Standard Specification for Air-Entraining Admixtures for Concrete; 2010a (Reapproved 2016).
- O. ASTM C494/C494M - Standard Specification for Chemical Admixtures for Concrete; 2019, with Editorial Revision (2022).
- P. ASTM C618 - Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete; 2022.
- Q. ASTM C685/C685M - Standard Specification for Concrete Made by Volumetric Batching and Continuous Mixing; 2017.
- R. ASTM C881/C881M - Standard Specification for Epoxy-Resin-Base Bonding Systems for Concrete; 2020a.
- S. ASTM C1107/C1107M - Standard Specification for Packaged Dry, Hydraulic-Cement Grout (Nonshrink); 2020.

- T. ASTM C1602/C1602M - Standard Specification for Mixing Water Used in the Production of Hydraulic Cement Concrete; 2018.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data: Submit manufacturers' data on manufactured products showing compliance with specified requirements and installation instructions.
 - 1. For curing compounds, provide data on method of removal in the event of incompatibility with floor covering adhesives.
- C. Mix Design: Submit proposed concrete mix designs.
 - 1. Indicate proposed mix designs comply with requirements of ACI 301, Section 4 - Concrete Mixtures.
 - 2. Indicate proposed mix designs comply with requirements of ACI 318, Chapter 5 - Concrete Quality, Mixing and Placing.
- D. Test Reports: Submit report for each test or series of tests specified.

1.05 QUALITY ASSURANCE

- A. Perform work of this section in accordance with ACI 301 and ACI 318.
- B. Follow recommendations of ACI 305R when concreting during hot weather.
- C. Follow recommendations of ACI 306R when concreting during cold weather.

PART 2 PRODUCTS

2.01 FORMWORK

- A. Comply with requirements of Section 03 10 00.

2.02 REINFORCEMENT MATERIALS

- A. Comply with requirements of Section 03 20 00.

2.03 CONCRETE MATERIALS

- A. Cement: ASTM C150/C150M, Type I - Normal Portland type.
 - 1. Acquire cement for entire project from same source.
- B. Fine and Coarse Aggregates: ASTM C33/C33M.
- C. Fly Ash: ASTM C618, Class C.
- D. Water: ASTM C1602/C1602M; clean, potable, and not detrimental to concrete.

2.04 ADMIXTURES

- A. Do not use chemicals that will result in soluble chloride ions in excess of 0.1 percent by weight of cement.
- B. Air Entrainment Admixture: ASTM C260/C260M.
- C. High Range Water Reducing Admixture: ASTM C494/C494M Type F.
- D. Mid-Range Water Reducing Admixture: ASTM C494/C494M Type A or F.
- E. Water Reducing Admixture: ASTM C494/C494M Type A.

2.05 ACCESSORY MATERIALS

- A. Non-Shrink Cementitious Grout: Premixed compound consisting of non-metallic aggregate, cement, water reducing and plasticizing agents.
 - 1. Grout: Comply with ASTM C1107/C1107M.
 - 2. Flowable Products:
 - a. Euclid Chemical Company; NS GROUT: www.euclidchemical.com/#sle.
 - b. BASF Corporation; Masterflow 713 Plus: www.master-builders-solutions.basf.us/en-us.
 - c. Substitutions: See Section 01 60 00 - Product Requirements.

2.06 BONDING AND JOINTING PRODUCTS

- A. Epoxy Bonding System:
 - 1. Complying with ASTM C881/C881M and of Type required for specific application.
 - 2. Products:
 - a. Sika Corporation; SikaDur 32: www.sika.com.
 - b. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Slab Isolation Joint Filler: 1/2 inch thick, height equal to slab thickness, with removable top section that will form 1/2 inch deep sealant pocket after removal.

2.07 CURING MATERIALS

- A. Evaporation Reducer: Liquid thin-film-forming compound that reduces rapid moisture loss caused by high temperature, low humidity, and high winds; intended for application immediately after concrete placement.
 - 1. Products:
 - a. Degussa Admixtures; Confilm: www.master-builders-solutions.basf.us/en-us.
 - b. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Curing Compound, Naturally Dissipating: Clear, water-based, liquid membrane-forming compound; complying with ASTM C309.

2.08 CONCRETE MIX DESIGN

- A. Proportioning Normal Weight Concrete: Comply with ACI 211.1 recommendations.
- B. Concrete Strength: Establish required average strength for each type of concrete on the basis of trial mixtures, as specified in ACI 301.
 - 1. For trial mixtures method, employ independent testing agency acceptable to Architect for preparing and reporting proposed mix designs.
- C. Admixtures: Add acceptable admixtures as recommended in ACI 211.1 and at rates recommended or required by manufacturer.
- D. Concrete for Drilled Shafts (Piers)
 - 1. Compressive Strength, when tested in accordance with ASTM C39/C39M at 28 days: 3,000 pounds per square inch.
 - 2. Cement Content: Minimum 470 lb per cubic yard.
 - 3. Water-Cement Ratio: Maximum 40 percent by weight.
 - 4. Slump: 6-7 inches.
 - 5. Maximum Aggregate Size: 1 1/2 inch.
- E. Concrete for Slabs on Grade
 - 1. Compressive Strength, when tested in accordance with ASTM C39/C39M at 28 days: 3,000 pounds per square inch.
 - 2. Fly Ash Content: Maximum 20 percent of cementitious materials by weight.
 - 3. Cement Content: Minimum 470 lb per cubic yard.
 - 4. Slump: 5-6 inches.
 - 5. Maximum Aggregate Size: 1 inch.
- F. Concrete for Grade Beams and Pier Caps
 - 1. Compressive Strength, when tested in accordance with ASTM C39/C39M at 28 days: 3,000 pounds per square inch.
 - 2. Cement Content: Minimum 470 lb per cubic yard.
 - 3. Slump: 4-5 inches.
 - 4. Maximum Aggregate Size: 1 1/2 inch.

2.09 MIXING

- A. On Project Site: Mix in drum type batch mixer, complying with ASTM C685/C685M. Mix each batch not less than 1-1/2 minutes and not more than 5 minutes.
- B. Transit Mixers: Comply with ASTM C94/C94M.

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- C. Adding Water: If concrete arrives on-site with slump less than suitable for placement, do not add water that exceeds the maximum water-cement ratio or exceeds the maximum permissible slump.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify lines, levels, and dimensions before proceeding with work of this section.

3.02 PREPARATION

- A. Where new concrete is to be bonded to previously placed concrete, prepare existing surface by cleaning and applying bonding agent in according to bonding agent manufacturer's instructions.
 - 1. Use epoxy bonding system for bonding to damp surfaces, for structural load-bearing applications, and where curing under humid conditions is required.

3.03 PLACING CONCRETE

- A. Place concrete in accordance with ACI 304R.
- B. Notify Architect not less than 24 hours prior to commencement of placement operations.
- C. Maintain records of concrete placement. Record date, location, quantity, air temperature, and test samples taken.
- D. Ensure reinforcement, inserts, waterstops, embedded parts, and formed construction joint devices will not be disturbed during concrete placement.
- E. Place concrete continuously without construction (cold) joints wherever possible; where construction joints are necessary, before next placement prepare joint surface by removing laitance and exposing the sand and sound surface mortar, by sandblasting or high-pressure water jetting.

3.04 CONCRETE FINISHING

- A. In areas with floor drains, maintain floor elevation at walls; pitch surfaces uniformly to drains as indicated on drawings.

3.05 CURING AND PROTECTION

- A. Comply with requirements of ACI 308R. Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury.
- B. Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete.
 - 1. Normal concrete: Not less than seven days.

3.06 FIELD QUALITY CONTROL

- A. An independent testing agency will perform field quality control tests, as specified in Section 01 40 00 - Quality Requirements.
- B. Provide free access to concrete operations at project site and cooperate with appointed firm.
- C. Compressive Strength Tests: ASTM C39/C39M, for each test, mold and cure three concrete test cylinders. Obtain test samples for every 100 cubic yards or less of each class of concrete placed.
- D. Take one additional test cylinder during cold weather concreting, cured on job site under same conditions as concrete it represents.
- E. Perform one slump test for each set of test cylinders taken, following procedures of ASTM C143/C143M.

3.07 DEFECTIVE CONCRETE

- A. Test Results: The testing agency shall report test results in writing to Architect and Contractor within 24 hours of test.
- B. Defective Concrete: Concrete not complying with required lines, details, dimensions, tolerances or specified requirements.

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- C. Repair or replacement of defective concrete will be determined by the Architect. The cost of additional testing shall be borne by Contractor when defective concrete is identified.
- D. Do not patch, fill, touch-up, repair, or replace exposed concrete except upon express direction of Architect for each individual area.

3.08 PROTECTION

- A. Do not permit traffic over unprotected concrete floor surface until fully cured.

END OF SECTION 03 30 00

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**SECTION 04 05 11
MASONRY MORTARING AND GROUTING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Mortar for masonry.
- B. Grout for masonry, either SPEC MIX grout or pumped ready-mixed concrete grout for all masonry.

1.02 RELATED REQUIREMENTS

- A. Section 04 20 00 - Unit Masonry: Installation of mortar.
- B. Section 04 72 00 - Cast Stone Masonry: Installation of mortar.
- C. Section 08 11 13 - Hollow Metal Doors and Frames: Products and execution for grouting steel door frames installed in masonry.

1.03 REFERENCE STANDARDS

- A. ASTM C5 - Standard Specification for Quicklime for Structural Purposes; 2018.
- B. ASTM C91/C91M - Standard Specification for Masonry Cement; 2018.
- C. ASTM C94/C94M - Standard Specification for Ready-Mixed Concrete; 2022.
- D. ASTM C144 - Standard Specification for Aggregate for Masonry Mortar; 2018.
- E. ASTM C207 - Standard Specification for Hydrated Lime for Masonry Purposes; 2018.
- F. ASTM C270 - Standard Specification for Mortar for Unit Masonry; 2019a, with Editorial Revision.
- G. ASTM C387/C387M - Standard Specification for Packaged, Dry, Combined Materials for Concrete and High Strength Mortar; 2017.
- H. ASTM C404 - Standard Specification for Aggregates for Masonry Grout; 2018.
- I. ASTM C476 - Standard Specification for Grout for Masonry; 2022.
- J. ASTM C780 - Standard Test Method for Preconstruction and Construction Evaluation of Mortars for Plain and Reinforced Unit Masonry; 2020.
- K. ASTM C979/C979M - Standard Specification for Pigments for Integrally Colored Concrete; 2016.
- L. ASTM C1019 - Standard Test Method for Sampling and Testing Grout for Masonry; 2020.
- M. TMS 402/602 - Building Code Requirements and Specification for Masonry Structures; 2022.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Include design mix and indicate whether the Proportion or Property specification of ASTM C270 is to be used. Also include required environmental conditions and admixture limitations.
- C. Mortar Mix Design: The masonry contractor shall submit the proposed mix design for each type of mortar to be used.
- D. Grout Mix Design: An independent testing laboratory shall test either a proposed SPEC MIX grout mix or a proposed ready-mix concrete plant grout mix.
- E. Samples: Submit two samples of mortar, illustrating mortar color and color range.
- F. Reports: Submit reports on mortar indicating compliance of mortar to property requirements of ASTM C270 and test and evaluation reports per ASTM C780.
- G. Reports: Submit reports on grout indicating compliance of component grout materials to requirements of ASTM C476 and test and evaluation reports to requirements of ASTM C1019.
- H. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.

1.05 QUALITY ASSURANCE

- A. Comply with provisions of TMS 402/602, except where exceeded by requirements of Contract Documents.
 - 1. Maintain one copy of each document on project site.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Maintain packaged materials clean, dry, and protected against dampness, freezing, and foreign matter.

1.07 FIELD CONDITIONS

- A. Cold and Hot Weather Requirements: Comply with requirements of TMS 402/602 or applicable building code, whichever is more stringent.

PART 2 PRODUCTS

2.01 MORTAR AND GROUT APPLICATIONS

- A. At Contractor's option, mortar and grout may be made from factory premixed dry materials with addition of water only or ready-mixed.
- B. Mortar Color: Natural gray unless otherwise indicated.
- C. Mortar Mix Designs: ASTM C270, Property Specification.
 - 1. Exterior Masonry Veneer: Type N.
 - 2. Exterior Cavity Walls: Type S mortar with Type N pointing mortar.
 - 3. Exterior, Loadbearing Masonry: Type S.
- D. Grout Mix Designs:
 - 1. Engineered Masonry: 2,500 psi strength at 28 days; 8-10 inches slump; provide premixed type in accordance with ASTM C 94/C 94M.
 - a. Fine grout for spaces with smallest horizontal dimension of 2 inches or less.
 - b. Coarse grout for spaces with smallest horizontal dimension greater than 2 inches.

2.02 MATERIALS

- A. Packaged Dry Material for Mortar for Unit Masonry: Premixed Portland cement, hydrated lime, and sand; complying with ASTM C387/C387M and capable of producing mortar of the specified strength in accordance with ASTM C270 with the addition of water only.
 - 1. Color: Standard gray.
- B. Packaged Dry Material for Mortar for Repointing: Premixed Portland cement, hydrated lime, and graded sand; capable of producing Type O mortar in accordance with ASTM C270 with the addition of water only.
 - 1. Color: Standard gray.
- C. Packaged Dry Material for Grout for Masonry: Premixed cementitious materials and dried aggregates; capable of producing grout of the specified strength in accordance with ASTM C476 with the addition of water only.
- D. Portland Cement: ASTM C150/C150M.
 - 1. Type: Type I - Normal; ASTM C150/C150M.
 - 2. Color: Standard gray.
 - 3. Manufacturers:
 - a. Solomon Colors; Solomon Colors Concentrated A, H, and X Series: www.solomoncolors.com/#sle.
 - b. Substitutions: See Section 01 60 00 - Product Requirements.
- E. Masonry Cement: ASTM C91/C91M.
 - 1. Type: Type N; ASTM C91/C91M.
 - 2. Manufacturers:
 - a. Solomon Colors; Solomon Colors Concentrated A, H, and X Series: www.solomoncolors.com/#sle.
 - b. Substitutions: See Section 01 60 00 - Product Requirements.

- F. Hydrated Lime: ASTM C207, Type S.
- G. Quicklime: ASTM C5, non-hydraulic type.
- H. Mortar Aggregate: ASTM C144.
- I. Grout Aggregate: ASTM C404.
- J. Pigments for Colored Mortar: Pure, concentrated mineral pigments specifically intended for mixing into mortar and complying with ASTM C979/C979M.
 - 1. Color(s): As selected by Architect from manufacturer's full range.
 - 2. Manufacturers:
 - a. Davis Colors; _____: www.daviscolors.com/#sle.
 - b. Lambert Corporation; _____: www.lambertusa.com/#sle.
 - c. Substitutions: See Section 01 60 00 - Product Requirements.
- K. Water: Clean and potable.
- L. Bonding Agent: Latex type.

2.03 MORTAR MIXING

- A. Thoroughly mix mortar ingredients using mechanical batch mixer, in accordance with ASTM C270 and in quantities needed for immediate use.
- B. Maintain sand uniformly damp immediately before the mixing process.
- C. Do not use anti-freeze compounds to lower the freezing point of mortar.
- D. If water is lost by evaporation, re-temper only within two hours of mixing.

2.04 GROUT MIXING

- A. Mix grout in accordance with ASTM C94/C94M.
- B. Thoroughly mix grout ingredients in quantities needed for immediate use in accordance with ASTM C476 for fine and coarse grout.
- C. Do not use anti-freeze compounds to lower the freezing point of grout.

PART 3 EXECUTION

3.01 PREPARATION

- A. Apply bonding agent to existing concrete surfaces.
- B. Plug clean-out holes for grouted masonry with brick masonry units. Brace masonry to resist wet grout pressure.

3.02 INSTALLATION

- A. Install mortar and grout to requirements of section(s) in which masonry is specified.
- B. Work grout into masonry cores and cavities to eliminate voids.
- C. Do not install grout in lifts greater than 16 inches without consolidating grout by rodding.
- D. Do not displace reinforcement while placing grout.
- E. Remove excess mortar from grout spaces.

3.03 GROUTING

- A. Use either high-lift or low-lift grouting techniques, at Contractor's option, subject to other limitations of Contract Documents.
- B. Low-Lift Grouting:
 - 1. Limit height of pours to 12 inches.
 - 2. Limit height of masonry to 16 inches above each pour.
 - 3. Pour grout only after vertical reinforcing is in place; place horizontal reinforcing as grout is poured. Prevent displacement of bars as grout is poured.
 - 4. Place grout for each pour continuously and consolidate immediately; do not interrupt pours for more than 1-1/2 hours.

- C. High-Lift Grouting:
 - 1. Verify that horizontal and vertical reinforcement is in proper position and adequately secured before beginning pours.
 - 2. Hollow Masonry: Limit lifts to maximum 4 feet and pours to maximum height of 24 feet.
 - 3. Place grout for spanning elements in single, continuous pour.

3.04 FIELD QUALITY CONTROL

- A. An independent testing agency will perform field tests, in accordance with provisions of Section 01 40 00 - Quality Requirements.
- B. Test and evaluate mortar in accordance with ASTM C780 procedures.
- C. Test and evaluate grout in accordance with ASTM C1019 procedures.

END OF SECTION 04 05 11

**SECTION 04 20 00
UNIT MASONRY**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Concrete block.
- B. Common brick.
- C. Mortar and grout.
- D. Reinforcement and anchorage.
- E. Flashings.
- F. Lintels.
- G. Accessories.

1.02 RELATED REQUIREMENTS

- A. Section 03 10 00 - Concrete Forming and Accessories: Dovetail slots for masonry anchors.
- B. Section 03 20 00 - Concrete Reinforcing: Reinforcing steel for grouted masonry.
- C. Section 04 05 11 - Masonry Mortaring and Grouting.
- D. Section 05 50 00 - Metal Fabrications: Loose steel lintels.
- E. Section 07 21 00 - Thermal Insulation: Insulation for cavity spaces.
- F. Section 07 25 00 - Weather Barriers: Water-resistive barriers applied to exterior face of backing sheathing or unit masonry substrate.
- G. Section 07 27 00 - Air Barriers: Air barriers applied to exterior face of backing sheathing or unit masonry substrate.
- H. Section 07 62 00 - Sheet Metal Flashing and Trim: Through-wall masonry flashings.
- I. Section 07 92 00 - Joint Sealants: Sealing control and expansion joints.

1.03 REFERENCE STANDARDS

- A. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 2016a.
- B. ASTM A240/A240M - Standard Specification for Chromium and Chromium-Nickel Stainless Steel Plate, Sheet, and Strip for Pressure Vessels and for General Applications; 2022b.
- C. ASTM C67/C67M - Standard Test Methods for Sampling and Testing Brick and Structural Clay Tile; 2021.
- D. ASTM C90 - Standard Specification for Loadbearing Concrete Masonry Units; 2022.
- E. ASTM C216 - Standard Specification for Facing Brick (Solid Masonry Units Made from Clay or Shale); 2022.
- F. ASTM C780 - Standard Test Method for Preconstruction and Construction Evaluation of Mortars for Plain and Reinforced Unit Masonry; 2020.
- G. BIA Technical Notes No. 7 - Water Penetration Resistance – Design and Detailing; 2017.
- H. BIA Technical Notes No. 13 - Ceramic Glazed Brick Exterior Walls; 2017.
- I. BIA Technical Notes No. 28B - Brick Veneer/Steel Stud Walls; 2005.
- J. BIA Technical Notes No. 46 - Maintenance of Brick Masonry; 2017.
- K. TMS 402/602 - Building Code Requirements and Specification for Masonry Structures; 2022.
- L. UL (FRD) - Fire Resistance Directory; Current Edition.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Preinstallation Meeting: Convene a preinstallation meeting one week before starting work of this section; require attendance by all relevant installers.

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1.05 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide data for masonry units, fabricated wire reinforcement, mortar, and masonry accessories.
- C. Shop Drawings: Indicate pertinent dimensions, materials, anchorage, size and type of fasteners, and accessories for brickwork support system.
 - 1. Include calculations or selections from the manufacturer's prescriptive design tables that indicate compliance with the applicable building code and project conditions.
 - 2. Include the design engineer's stamp or seal on each sheet of shop drawings.
- D. Samples: Submit four samples of facing brick units to illustrate color, texture, and extremes of color range.
- E. Manufacturer's Certificate: Certify that masonry units meet or exceed specified requirements.
- F. Manufacturer's Qualification Statement.

1.06 QUALITY ASSURANCE

- A. Comply with provisions of TMS 402/602, except where exceeded by requirements of Contract Documents.
- B. Fire Rated Assemblies: Comply with applicable code for UL (FRD) Assembly No. UL 906.
- C. Manufacturer Qualifications: Company specializing in manufacturing the type of products specified in this section with minimum five years of documented experience.
- D. Installer Qualifications: Company specializing in performing work of the type specified and with at least five years of documented experience.

1.07 MOCK-UPS

- A. Construct a masonry wall as a mock-up panel sized 8 feet long by 6 feet high; include mortar, accessories, structural backup, and flashings (with lap joint, corner, and end dam) in mock-up.
- B. Locate where directed.
- C. Mock-up may not remain as part of work.

1.08 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, handle, and store masonry units by means that will prevent mechanical damage and contamination by other materials.

PART 2 PRODUCTS

2.01 CONCRETE MASONRY UNITS

- A. Concrete Block: Comply with referenced standards and as follows:
 - 1. Size: Standard units with nominal face dimensions of 16 by 8 inches and nominal depth of 8 inches.
 - 2. Load-Bearing Units: ASTM C90, normal weight.
 - a. Hollow block, as indicated.
 - b. Exposed Faces: Manufacturer's standard color and texture where indicated.

2.02 BRICK UNITS

- A. Manufacturers:
 - 1. ACME Brick Company, www.brick.com.
 - 2. Substitutions: See section 01 60 00 - Product Requirements.
- B. Facing Brick: ASTM C216, Type FBS Smooth, Grade SW.
 - 1. Color and texture to match Architect's sample.
 - 2. Color and texture: See Drawings, Velour Texture.
 - 3. Actual size: Utility Brick Size: 3-5/8" x 3-5/8" x 11-5/8".
 - 4. Special shapes: Molded units as required by conditions indicated, unless standard units can be sawn to produce equivalent effect.

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5. Compressive strength: As indicated on drawings, measured in accordance with ASTM C67/C67M.

2.03 MORTAR AND GROUT MATERIALS

- A. Mortar and Grout: As specified in Section 04 05 11.

2.04 REINFORCEMENT AND ANCHORAGE

- A. Manufacturers:
 1. Blok-Lok Limited; _____: www.blok-lok.com/#sle.
 2. Hohmann & Barnard, Inc; X-Seal Anchor: www.h-b.com/#sle.
 3. WIRE-BOND; _____: www.wirebond.com/#sle.
 4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Two-Piece Wall Ties: Formed steel wire, 0.1875 inch thick, adjustable, eye and pintle type, hot dip galvanized to ASTM A 153/A 153M, Class B, sized to provide not less than 5/8 inch of mortar coverage from masonry face and to allow vertical adjustment of up to 1-1/4 in.
- C. Masonry Veneer Anchors: 2-piece anchors that permit differential movement between masonry veneer and structural backup, hot dip galvanized to ASTM A 153/A 153M, Class B.
 1. Anchor plates: Not less than 0.075 inch thick, designed for fastening to structural backup through sheathing by two fasteners; provide design with legs that penetrate sheathing and insulation to provide positive anchorage.
 2. Wire ties: Manufacturer's standard shape, 0.1875 inch thick.
 3. Vertical adjustment: Not less than 3-1/2 inches.

2.05 FLASHINGS

- A. Combination Non-Asphaltic Flashing Materials - Stainless Steel:
 1. Stainless Steel Flashing - Self-adhering: ASTM A240/A240M; 2 mil type 304 stainless steel sheet with 8 mil of butyl adhesive and a removable release liner.
 - a. Manufacturers:
 - 1) STS Coatings, Inc; _____: www.stscoatings.com/#sle.
 - 2) VaproShield, LLC; _____: www.vaproshield.com/#sle.
 - 3) WIRE-BOND; _____: www.wirebond.com/#sle.
 - 4) York Manufacturing, Inc; York 304: www.yorkmfg.com/#sle.
 - 5) Substitutions: See Section 01 60 00 - Product Requirements.
- B. Termination Bars: Stainless steel; compatible with membrane and adhesives.
 1. Manufacturers:
 - a. Hohmann & Barnard, Inc; _____: www.h-b.com/#sle.
 - b. Mortar Net Solutions; Termination Bars: www.mortarnet.com/#sle.
 - c. York Manufacturing, Inc; Termination Bar: www.yorkmfg.com/#sle.
 - d. Substitutions: See Section 01 60 00 - Product Requirements.
- C. Drip Edge: Stainless steel; angled drip with hemmed edge; compatible with membrane and adhesives.
 1. Manufacturers:
 - a. Hohmann & Barnard, Inc; _____: www.h-b.com/#sle.
 - b. Mortar Net Solutions; Metal Drip Edges: www.mortarnet.com/#sle.
 - c. York Manufacturing, Inc; _____: www.yorkmfg.com/#sle.
 - d. Substitutions: See Section 01 60 00 - Product Requirements.
- D. Lap Sealants and Tapes: As recommended by flashing manufacturer; compatible with membrane and adhesives.

2.06 ACCESSORIES

- A. Joint Filler: Closed cell polyvinyl chloride; oversized 50 percent to joint width; self expanding; in maximum lengths available.
 1. Manufacturers:
 - a. Hohmann & Barnard, Inc; _____: www.h-b.com/#sle.
 - b. WIRE-BOND; _____: www.wirebond.com/#sle.

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- c. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Cavity Mortar Control: Semi-rigid polyethylene or polyester mesh panels, sized to thickness of wall cavity, and designed to prevent mortar droppings from clogging weeps and cavity vents and allow proper cavity drainage.
 - 1. Mortar Diverter: Semi-rigid mesh designed for installation at flashing locations.
 - a. Manufacturers:
 - 1) Advanced Building Products, Inc; Mortar Break DT: www.advancedbuildingproducts.com/#sle.
 - 2) Advanced Building Products Inc; Mortar Break: www.advancedbuildingproducts.com/#sle.
 - 3) Mortar Net Solutions; MortarNet: www.mortarnet.com/#sle.
 - 4) York Manufacturing, Inc; _____: www.yorkmfg.com/#sle.
 - 5) Substitutions: See Section 01 60 00 - Product Requirements.
- C. Weeps:
 - 1. Type: Molded PVC grilles, insect resistant.
 - 2. Color(s): As selected by Architect from manufacturer's full range.
 - 3. Manufacturers:
 - a. Blok-Lok Limited: www.blok-lok.com.
 - b. Hohmann & Barnard, Inc: www.h-b.com/sle.
 - c. WIRE-BOND: www.wirebond.com.
 - d. Substitutions: See Section 01 60 00 - Product Requirements.
- D. Cavity Vents:
 - 1. Type: Preformed aluminum vents with sloping louvers.
 - 2. Color(s): As selected by Architect from manufacturer's full range.
 - 3. Manufacturers:
 - a. Blok-Lok Limited: www.blok-lok.com.
 - b. Hohmann & Barnard, Inc: www.h-b.com/sle.
 - c. WIRE-BOND: www.wirebond.com.
 - d. Substitutions: See Section 01 60 00 - Product Requirements.
- E. Cleaning Solution: Non-acidic, not harmful to masonry work or adjacent materials.

2.07 LINTELS

- A. Precast Concrete Lintels: _____ type, ____by____ inch size, ____ psi strength at 28 days.
 - 1. Manufacturers:
- B. Prefabricated Steel Lintels:
 - 1. Manufacturers:
 - a. Hohmann & Barnard, Inc; Engineered Concealed Lintel Systems: www.h-b.com/#sle.
- C. Brickwork Support System: Offset steel relief angles or lintels with hanger brackets for support of brickwork above horizontal masonry joints and openings to allow insulation to span continuously behind brick and eliminate continuous thermal bridges associated with support systems that interrupt continuous insulation.
 - 1. Configuration: Relief angle or lintel with welded hanger brackets anchored to structure.
 - 2. Sizes: Component and anchor sizes and spacing to be determined by manufacturer from calculations or prescriptive design tables to suit project loading conditions and cavity width indicated on drawings.
 - 3. Anchorage: Wedge type expansion bolts in concrete or grout-filled CMU backup.
 - 4. Materials: Steel, hot dip galvanized to ASTM A153/A153M class B.
 - 5. Manufacturers:
 - a. Hohmann & Barnard, Inc; TBS - Thermal Brick System: www.h-b.com/#sle.
 - b. Substitutions: See Section 01 60 00 - Product Requirements.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that field conditions are acceptable and are ready to receive masonry.
- B. Verify that related items provided under other sections are properly sized and located.
- C. Verify that built-in items are in proper location, and ready for roughing into masonry work.

3.02 PREPARATION

- A. Direct and coordinate placement of metal anchors supplied for installation under other sections.
- B. Provide temporary bracing during installation of masonry work. Maintain in place until building structure provides permanent bracing.

3.03 COLD AND HOT WEATHER REQUIREMENTS

- A. Comply with requirements of TMS 402/602 or applicable building code, whichever is more stringent.

3.04 COURSING

- A. Establish lines, levels, and coursing indicated. Protect from displacement.
- B. Maintain masonry courses to uniform dimension. Form vertical and horizontal joints of uniform thickness.
- C. Concrete Masonry Units:
 - 1. Bond: Running.
 - 2. Coursing: One unit and one mortar joint to equal 8 inches.
 - 3. Mortar Joints: Concave.
- D. Brick Units:
 - 1. Bond: As indicated for different locations. Note that there are variations of bonding to refer to Architectural Elevations.
 - 2. Coursing: Two units and three mortar joints to equal 8 inches. *This Building includes Utility Brick
 - 3. Mortar Joints: Concave.

3.05 PLACING AND BONDING

- A. Lay solid masonry units in full bed of mortar, with full head joints, uniformly jointed with other work.
- B. Buttering corners of joints or excessive furrowing of mortar joints is not permitted.
- C. Remove excess mortar and mortar smears as work progresses.
- D. Interlock intersections and external corners.
- E. Do not shift or tap masonry units after mortar has achieved initial set. Where adjustment must be made, remove mortar and replace.
- F. Perform job site cutting of masonry units with proper tools to provide straight, clean, unchipped edges. Prevent broken masonry unit corners or edges.
- G. Isolate masonry partitions from vertical structural framing members with a control joint.
- H. Isolate top joint of masonry partitions from horizontal structural framing members and slabs or decks with compressible joint filler.

3.06 WEEPS/CAVITY VENTS

- A. Install weeps in veneer and cavity walls at 24 inches on center horizontally on top of through-wall flashing above shelf angles and lintels and at bottom of walls.
- B. Install cavity vents in veneer and cavity walls at 32 inches on center horizontally below shelf angles and lintels and near top of walls.

3.07 CAVITY MORTAR CONTROL

- A. Do not permit mortar to drop or accumulate into cavity air space or to plug weep/cavity vents.

- B. For cavity walls, build inner wythe ahead of outer wythe to accommodate accessories.
- C. Install cavity mortar diverter at base of cavity and at other flashing locations as recommended by manufacturer to prevent mortar droppings from blocking weep/cavity vents.

3.08 REINFORCEMENT AND ANCHORAGE - GENERAL, SINGLE WYTHER MASONRY, AND CAVITY WALL MASONRY

- A. Unless otherwise indicated on drawings or specified under specific wall type, install horizontal joint reinforcement 16 inches on center typically and 8 inches at intersections of walls.
- B. Place masonry joint reinforcement in first and second horizontal joints above and below openings. Extend minimum 16 inches each side of opening.
- C. Place continuous joint reinforcement in first and second joint below top of walls.
- D. Lap joint reinforcement ends minimum 6 inches.

3.09 REINFORCEMENT AND ANCHORAGE - MASONRY VENEER

- A. Masonry Back-Up: Embed anchors to bond veneer at maximum 16 inches on center vertically and 36 inches on center horizontally. Place additional anchors at perimeter of openings and ends of panels, so maximum spacing of anchors is 8 inches on center.
- B. Stud Back-Up: Secure veneer anchors to stud framed back-up and embed into masonry veneer at maximum 16 inches on center vertically and 32 inches on center horizontally. Place additional anchors at perimeter of openings and ends of panels, so maximum spacing of anchors is 8 inches on center.

3.10 REINFORCEMENT AND ANCHORAGES - MULTIPLE WYTHER UNIT MASONRY

- A. Use individual metal ties installed in horizontal joints to bond wythes together. Provide ties spaced as indicated on drawings.
- B. Support and secure reinforcing bars from displacement. Maintain position within 1/2 inch of dimensioned position.

3.11 MASONRY FLASHINGS

- A. Whether or not specifically indicated, install masonry flashing to divert water to exterior at all locations where downward flow of water will be interrupted.
 - 1. Extend flashings full width at such interruptions and at least 6 inches, minimum, into adjacent masonry or turn up flashing ends at least 1 inch, minimum, to form watertight pan at nonmasonry construction.
 - 2. Remove or cover protrusions or sharp edges that could puncture flashings.
 - 3. Seal lapped ends and penetrations of flashing before covering with mortar.
- B. Terminate flashing up 8 inches minimum on vertical surface of backing:
 - 1. Install vertical leg of flashing behind water-resistive barrier sheet over backing.
 - 2. Install vertical leg of flashing over fluid-applied or self-adhered air/vapor barriers over backing or per manufacturer's directions.
 - 3. Terminate vertical leg of flashing into bed joint in masonry or reglet in concrete.
- C. Install flashing in accordance with manufacturer's instructions and BIA Technical Notes No. 7.
- D. Extend plastic, laminated, EPDM, and _____ flashings to within 1/4 inch of exterior face of masonry.
- E. Lap end joints of flashings at least 6 inches, minimum, and seal watertight with flashing sealant/adhesive.

3.12 LINTELS

- A. Install loose steel lintels over openings.
- B. Maintain minimum 8 inch bearing on each side of opening.
- C. Install thermal brick support system in accordance with manufacturer's instructions at locations indicated on drawings

3.13 CONTROL AND EXPANSION JOINTS

- A. Do not continue horizontal joint reinforcement through control or expansion joints.
- B. Form control joint with a sheet building paper bond breaker fitted to one side of the hollow contour end of the block unit. Fill the resultant core with grout fill. Rake joint at exposed unit faces for placement of backer rod and sealant.
- C. Size control joints as indicated on drawings; if not indicated, 3/4 inch wide and deep.
- D. Form expansion joint as detailed on drawings.

3.14 BUILT-IN WORK

- A. As work progresses, install built-in metal door frames and glazed frames and other items to be built into the work and furnished under other sections.
- B. Install built-in items plumb, level, and true to line.
- C. Bed anchors of metal door and glazed frames in adjacent mortar joints. Fill frame voids solid with grout.
 - 1. Fill adjacent masonry cores with grout minimum 12 inches from framed openings.
- D. Do not build into masonry construction organic materials that are subject to deterioration.

3.15 TOLERANCES

- A. Maximum Variation From Unit to Adjacent Unit: 1/16 inch.
- B. Maximum Variation from Plane of Wall: 1/4 inch in 10 ft and 1/2 inch in 20 ft or more.
- C. Maximum Variation from Plumb: 1/4 inch per story non-cumulative; 1/2 inch in two stories or more.
- D. Maximum Variation from Level Coursing: 1/8 inch in 3 ft and 1/4 inch in 10 ft; 1/2 inch in 30 ft.
- E. Maximum Variation from Cross Sectional Thickness of Walls: 1/4 inch.

3.16 CUTTING AND FITTING

- A. Cut and fit for chases. Coordinate with other sections of work to provide correct size, shape, and location.
- B. Obtain approval prior to cutting or fitting masonry work not indicated or where appearance or strength of masonry work may be impaired.

3.17 PARGING

- A. Dampen masonry walls prior to parging.
- B. Scarify each parging coat to ensure full bond to subsequent coat.
- C. Parge masonry walls in two uniform coats of mortar to a total thickness of 3/4 inch.
- D. Steel trowel surface smooth and flat with a maximum surface variation of 1/8 inch per foot.
- E. Strike top edge of parging at 45 degrees.

3.18 FIELD QUALITY CONTROL

- A. An independent testing agency will perform field quality control tests, as specified in Section 01 40 00 - Quality Requirements.
- B. Clay Masonry Unit Tests: Test each variety of clay masonry in accordance with ASTM C67/C67M requirements, sampling 5 randomly chosen units for each 50,000 installed.
- C. Mortar Tests: Test each type of mortar in accordance with ASTM C780, testing with same frequency as masonry samples.

3.19 CLEANING

- A. Remove excess mortar and mortar droppings.
- B. Clean soiled surfaces with cleaning solution.
- C. Use non-metallic tools in cleaning operations.

3.20 PROTECTION

- A. Without damaging completed work, provide protective boards at exposed external corners that are subject to damage by construction activities.

END OF SECTION 04 20 00

**SECTION 04 27 23
CAVITY WALL UNIT MASONRY**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Concrete block.
- B. Clay facing brick.
- C. Mortar and grout.
- D. Reinforcement and anchorage.
- E. Flashings.
- F. Lintels.
- G. Accessories.

1.02 RELATED REQUIREMENTS

- A. Section 03 20 00 - Concrete Reinforcing: Reinforcing steel for grouted masonry.
- B. Section 04 05 11 - Masonry Mortaring and Grouting.
- C. Section 05 50 00 - Metal Fabrications: Loose steel lintels.
- D. Section 06 10 00 - Rough Carpentry: Nailing strips built into masonry.
- E. Section 07 21 00 - Thermal Insulation: Insulation for cavity spaces.
- F. Section 07 62 00 - Sheet Metal Flashing and Trim: Through-wall masonry flashings.
- G. Section 07 84 00 - Firestopping: Firestopping at penetrations of masonry work.
- H. Section 07 92 00 - Joint Sealants: Sealing control and expansion joints.

1.03 REFERENCE STANDARDS

- A. ASTM C90 - Standard Specification for Loadbearing Concrete Masonry Units; 2022.
- B. ASTM C129 - Standard Specification for Nonloadbearing Concrete Masonry Units; 2017.
- C. ASTM C216 - Standard Specification for Facing Brick (Solid Masonry Units Made from Clay or Shale); 2022.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Preinstallation Meeting: Convene one week before starting work of this section.

1.05 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data for masonry units, fabricated wire reinforcement, and mortar.
- C. Manufacturer's Certificate: Certify that masonry units meet or exceed specified requirements.
- D. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
 - 1. See Section 01 60 00 - Product Requirements, for additional provisions.

1.06 QUALITY ASSURANCE

- A. Comply with provisions of TMS 402/602, except where exceeded by requirements of Contract Documents.
 - 1. Maintain one copy of each document on project site.
- B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years of documented experience.

1.07 MOCK-UP

- A. Construct a masonry cavity wall as a mock-up panel sized 8 feet long by 6 feet high; include mortar and accessories, reinforcement, flashings, and wall insulation in mock-up.
- B. Locate where directed.

- C. Mock-up may not remain as part of the Work.

1.08 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, handle, and store masonry units by means that will prevent mechanical damage and contamination by other materials.
- B. Handle and store ceramic glazed masonry units in protective cartons or trays. Do not remove from protective packaging until ready for installation.

1.09 FIELD CONDITIONS

- A. Cold and Hot Weather Requirements: Comply with requirements of TMS 402/602 or applicable building code, whichever is more stringent.

PART 2 PRODUCTS

2.01 UNIT MASONRY - GENERAL

2.02 CONCRETE MASONRY UNITS

- A. Concrete Block: Comply with referenced standards and as follows:
 - 1. Size: Standard units with nominal face dimensions of 16 by 8 inches and nominal depths as indicated on drawings for specific locations.
 - 2. Load-Bearing Units: ASTM C90, normal weight.
 - 3. Non-Loadbearing Units: ASTM C129.
 - a. Hollow block, as indicated.
 - b. Lightweight.

2.03 BRICK UNITS

- A. Manufacturers:
 - 1. ACME Brick Company; www.brick.com.
 - 2. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Facing Brick: ASTM C216, Type FBS, Grade SW.
 - 1. Color and texture to match Architect's sample.
 - 2. Nominal Size: Utility 3 5/8 W x 3 5/8 T x 11 5/8" Long.
 - 3. Special Shapes: Molded units as required by conditions indicated, unless standard units can be sawn to produce equivalent effect.

2.04 FLASHINGS

- A. Metal Flashing Materials: Copper, as specified in Section 07 62 00.

2.05 ACCESSORIES

- A. Weeps:
 - 1. Type: Polyester mesh.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that field conditions are acceptable and are ready to receive masonry.

3.02 PREPARATION

- A. Provide temporary bracing during installation of masonry work. Maintain in place until building structure provides permanent bracing.

3.03 COURSING

- A. Establish lines, levels, and coursing indicated. Protect from displacement.
- B. Maintain masonry courses to uniform dimension. Form vertical and horizontal joints of uniform thickness.
- C. Concrete Masonry Units:
 - 1. Bond: Running.
 - 2. Coursing: One unit and one mortar joint to equal 8 inches.
 - 3. Mortar Joints: Concave.

- D. Brick Units:
 - 1. Bond: Running.
 - 2. Coursing: Three units and three mortar joints to equal 8 inches.
 - 3. Mortar Joints: Concave.

3.04 PLACING AND BONDING

- A. Lay solid masonry units in full bed of mortar, with full head joints, uniformly jointed with other work.

3.05 WEEPS/CAVITY VENTS

- A. Install weeps in cavity walls at 24 inches on center horizontally above through-wall flashing, above shelf angles and lintels, and at bottom of walls.
- B. Install cavity vents in cavity walls at 32 inches on center horizontally below shelf angles and lintels and at top of walls.

3.06 MASONRY FLASHINGS

- A. Whether or not specifically indicated, install masonry flashing to divert water to exterior at all locations where downward flow of water will be interrupted.

END OF SECTION 04 27 23

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**SECTION 05 52 13
PIPE AND TUBE RAILINGS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Wall mounted handrails.
- B. Stair railings and guardrails.
- C. Free-standing railings at steps.

1.02 RELATED REQUIREMENTS

- A. Section 03 30 00 - Cast-in-Place Concrete: Placement of anchors in concrete.
- B. Section 04 20 00 - Unit Masonry: Placement of anchors in masonry.
- C. Section 09 91 13 - Exterior Painting: Paint finish.

1.03 REFERENCE STANDARDS

- A. ADA Standards - Americans with Disabilities Act (ADA) Standards for Accessible Design; 2010.
- B. AISC 201 - AISC Certification Program for Structural Steel Fabricators, Standard for Steel Building Structures; 2006.
- C. ASTM A53/A53M - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless; 2020.
- D. ASTM B429/B429M - Standard Specification for Aluminum-Alloy Extruded Structural Pipe and Tube; 2020.
- E. ASTM E935 - Standard Test Methods for Performance of Permanent Metal Railing Systems and Rails for Buildings; 2021.
- F. AWS B2.1/B2.1M - Specification for Welding Procedure and Performance Qualification; 2014.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Indicate profiles, sizes, connection attachments, anchorage, size and type of fasteners, and accessories.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Handrails and Railings:
 - 1. Alumi-Guard; ____: www.alumi-guard.com/#sle.
 - 2. Garlock Safety Systems; ____: www.garlocksafety.com/#sle.
 - 3. Kee Safety, Inc; Kee Klamp (steel): www.keesafety.com/#sle.
 - 4. Substitutions: See Section 01 60 00 - Product Requirements.

2.02 RAILINGS - GENERAL REQUIREMENTS

- A. Design, fabricate, and test railing assemblies in accordance with the most stringent requirements of applicable local code.
- B. Allow for expansion and contraction of members and building movement without damage to connections or members.
- C. Dimensions: See drawings for configurations and heights.
- D. Provide anchors and other components as required to attach to structure, made of same materials as railing components unless otherwise indicated; where exposed fasteners are unavoidable provide flush countersunk fasteners.
- E. Provide slip-on non-weld mechanical fittings to join lengths, seal open ends, and conceal exposed mounting bolts and nuts, including but not limited to elbows, T-shapes, splice connectors, flanges, escutcheons, and wall brackets.

2.03 STEEL RAILING SYSTEM

- A. Non-Weld Mechanical Fittings: Slip-on, galvanized malleable iron castings, for Schedule 40 pipe, with flush setscrews for tightening by standard hex wrench, no bolts or screw fasteners.
- B. Exposed Fasteners: No exposed bolts or screws.

2.04 FABRICATION

- A. Accurately form components to suit specific project conditions and for proper connection to building structure.
- B. Fit and shop assemble components in largest practical sizes for delivery to site.
- C. Fabricate components with joints tightly fitted and secured. Provide spigots and sleeves to accommodate site assembly and installation.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Install components plumb and level, accurately fitted, free from distortion or defects, with tight joints.
- C. Install railings in compliance with ADA Standards for accessible design at applicable locations.
- D. Anchor railings securely to structure.

3.02 TOLERANCES

- A. Maximum Variation From Plumb: 1/4 inch per floor level, non-cumulative.
- B. Maximum Offset From True Alignment: 1/4 inch.
- C. Maximum Out-of-Position: 1/4 inch.

END OF SECTION 05 52 13

**SECTION 09 91 13
EXTERIOR PAINTING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Surface preparation.
- B. Field application of paints.
- C. Scope: Finish exterior surfaces exposed to view, unless fully factory-finished and unless otherwise indicated, including the following:
 - 1. Exposed surfaces of steel lintels and ledge angles.
- D. Do Not Paint or Finish the Following Items:
 - 1. Items factory-finished unless otherwise indicated; materials and products having factory-applied primers are not considered factory finished.
 - 2. Items indicated to receive other finishes.
 - 3. Items indicated to remain unfinished.
 - 4. Fire rating labels, equipment serial number and capacity labels, and operating parts of equipment.
 - 5. Floors, unless specifically indicated.
 - 6. Glass.
 - 7. Concealed pipes, ducts, and conduits.

1.02 RELATED REQUIREMENTS

- A. Section 09 91 23 - Interior Painting.

1.03 REFERENCE STANDARDS

- A. ASTM D4442 - Standard Test Methods for Direct Moisture Content Measurement of Wood and Wood-Based Materials; 2020.
- B. MPI (APSM) - Master Painters Institute Architectural Painting Specification Manual; Current Edition.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide complete list of products to be used, with the following information for each:
 - 1. Manufacturer's name, product name and/or catalog number, and general product category (e.g. "alkyd enamel").
 - 2. MPI product number (e.g. MPI #47).
 - 3. Cross-reference to specified paint system(s) product is to be used in; include description of each system.
- C. Samples: Submit three paper "draw down" samples, 8-1/2 by 11 inches in size, illustrating range of colors available for each finishing product specified.
 - 1. Where sheen is specified, submit samples in only that sheen.
- D. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
 - 1. See Section 01 60 00 - Product Requirements, for additional provisions.
 - 2. Extra Paint and Finish Materials: 1 gallon of each color; from the same product run, store where directed.
 - 3. Label each container with color in addition to the manufacturer's label.

1.05 MOCK-UPS

- A. See Section 01 40 00 - Quality Requirements, for general requirements for mock-up.
- B. Provide panel, 2 feet long by 2 feet wide, illustrating each paint color, texture, and finish.

1.06 FIELD CONDITIONS

- A. Do not apply materials when surface and ambient temperatures are outside the paint product manufacturer's temperature ranges.
- B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.
- C. Provide lighting level of 80 ft candles measured mid-height at substrate surface.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Paints:
 - 1. Behr Process Corporation: www.behr.com/#sle.
 - 2. PPG Paints: www.ppgpaints.com/#sle.
 - 3. Sherwin-Williams Company: www.sherwin-williams.com/#sle.
- B. Substitutions: See Section 01 60 00 - Product Requirements.

2.02 PAINTS AND FINISHES - GENERAL

- A. Paints and Finishes: Ready-mixed, unless required to be a field-catalyzed paint.
 - 1. Provide paints and finishes of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
 - 2. Supply each paint material in quantity required to complete entire project's work from a single production run.
 - 3. Do not reduce, thin, or dilute paint or finishes or add materials unless such procedure is described explicitly in manufacturer's product instructions.

2.03 PAINT SYSTEMS - EXTERIOR

- A. Paint E-OP - Exterior Surfaces to be Painted, Unless Otherwise Indicated: Including concrete, concrete masonry units, brick, fiber cement siding, primed wood, and primed metal.
 - 1. Two top coats and one coat primer.
 - 2. Top Coat(s): Exterior Latex; MPI #10, 11, 15, 119, or 214.
 - a. Products:
 - 1) Sherwin-Williams A-100 Exterior Latex Flat.
 - 3. Top Coat Sheen:
 - a. Flat: MPI gloss level 1; use this sheen for overhead surfaces.
- B. Paint WE-OP-3L - Wood, Opaque, Latex, 3 Coat:
 - 1. One coat of latex primer sealer.
 - 2. Semi-gloss: Two coats of latex enamel; Pro Industrial Acrylic Semi-Gloss, B66-650 Series..
- C. Paint CE-OP-3L - Masonry/Concrete, Opaque, Latex, 3 Coat:
 - 1. One coat of block filler.
 - 2. Semi-gloss: Two coats of latex enamel; Pro Industrial Acrylic Semi-Gloss, B66-650 Series..
- D. Paint GE-OP-3L - Exterior Gypsum Board and Exterior Plaster, Opaque, Latex, 3 Coat:
 - 1. One coat of latex primer sealer.
 - 2. Flat: Two coats of latex; A-100 Exterior Latex Flat, A6-100 Series..
- E. Paint ME-OP-3L - Ferrous Metals, Unprimed, Latex, 3 Coat:
 - 1. One coat of latex primer.
 - 2. Semi-gloss: Two coats of latex enamel.
- F. Paint ME-OP-2L - Ferrous Metals, Primed, Latex, 2 Coat:
 - 1. Touch-up with rust-inhibitive primer recommended by top coat manufacturer.
 - 2. Semi-gloss: Two coats of latex enamel; Pro Industrial Acrylic Semi-Gloss, B66-650 Series..

- G. Paint MgE-OP-3L - Galvanized Metals, Latex, 3 Coat:
 - 1. One coat galvanize primer.
 - 2. Semi-gloss: Two coats of latex enamel.
- H. Paint MaE-OP-2A - Aluminum and Copper, Unprimed, Alkyd, 2 Coat:
 - 1. One coat etching primer.
 - 2. Semi-gloss: One coat of alkyd enamel; Pro Industrial Acrylic Semi-Gloss, B66-650 Series..

2.04 PRIMERS

- A. Primers: Provide the following unless other primer is required or recommended by manufacturer of top coats.

2.05 ACCESSORY MATERIALS

- A. Accessory Materials: Provide primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials as required for final completion of painted surfaces.
- B. Patching Material: Latex filler.
- C. Fastener Head Cover Material: Latex filler.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- B. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially effect proper application.
- C. Test shop-applied primer for compatibility with subsequent cover materials.
- D. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces are below the following maximums:
 - 1. Fiber Cement Siding: 12 percent.
 - 2. Masonry, Concrete, and Concrete Masonry Units: 12 percent.
 - 3. Exterior Wood: 15 percent, measured in accordance with ASTM D4442.

3.02 PREPARATION

- A. Clean surfaces thoroughly and correct defects prior to application.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces for finishing.
- D. Seal surfaces that might cause bleed through or staining of topcoat.
- E. Remove mildew from impervious surfaces by scrubbing with solution of tetra-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
- F. Concrete:
- G. Masonry:
- H. Fiber Cement Siding: Remove dirt, dust and other foreign matter with a stiff fiber brush. Do not coat surfaces if moisture content or alkalinity of surfaces to be coated exceeds that permitted in manufacturer's written instructions.
- I. Exterior Wood Surfaces to Receive Opaque Finish: Remove dust, grit, and foreign matter. Seal knots, pitch streaks, and sappy sections. Fill nail holes with tinted exterior calking compound after prime coat has been applied. Back prime concealed surfaces before installation.

3.03 APPLICATION

- A. Exterior Wood to Receive Opaque Finish: If final painting must be delayed more than 2 weeks after installation of woodwork, apply primer within 2 weeks and final coating within 4 weeks.

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- B. Apply products in accordance with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual".
- C. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
- D. Apply each coat to uniform appearance.
- E. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.
- F. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

END OF SECTION 09 91 13

**SECTION 31 20 00
EARTHWORK**

PART 1 - GENERAL

1.01 DESCRIPTION

- A. The Contractor shall provide all labor, materials, equipment, and services necessary for, and incidental to, the preparation of the site, protection, excavation, embankment, drainage, dewatering, for site grading, as shown on the Drawings, and as herein specified.
 - 1. The Contractor shall accept the site in the condition in which it exists at the time of the award of the Contract.
 - a. The Engineer shall determine the suitability of materials that are to be used in the work and should any materials encountered be unsatisfactory for the purpose intended, they shall be removed from the site at the Contractor's expense.

1.02 QUALITY ASSURANCE

- A. Reference Standards:
 - 1. The latest edition of the following standards, as referenced herein, shall be applicable.
 - a. Texas Department of Transportation 2004 "Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges" (TxDOT).
 - b. "Standard Specifications for Highway Materials and Methods of Sampling and Testing", American Association of State Highway and Transportation Officials (AASHTO).
 - c. American Society for Testing and Materials (ASTM).

1.03 SUBMITTALS

- A. Samples:
 - 1. The Contractor shall furnish earth materials to the Testing Laboratory for analysis and report, as directed by the Engineer, or as outlined in the specifications.
 - a. Test Results:
 - 1) The testing laboratory shall submit written reports of all tests, investigations, and recommendations to the Contractor and the Engineer.

1.04 PROJECT REQUIREMENTS

- A. Notify the Engineer of any unexpected subsurface condition.
- B. Protection of Existing Utilities:
 - 1. Locate existing underground utilities in areas of work. If utilities are to remain in place, provide adequate support and protection during earthwork operations, complying with OSHA requirements.
 - 2. Coordinate interruption and/or termination of utilities with the utility companies and the Owner.
 - 3. Provide a minimum of forty-eight (48) hours notice to the Owner and receive written notice to proceed before interrupting any utility.
 - 4. Demolish and completely remove from the site any existing underground utilities designated to be removed as shown on the Drawings.
 - 5. Repair any damaged utilities to the satisfaction of the Engineer, at no additional cost to the Owner.
 - a. Protection of Persons and Property:
 - 1) Barricade open excavations occurring as part of this work, and post with warning lights.
 - 2) Operate warning lights as recommended by authorities having jurisdiction.
 - 3) Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout and other hazards created by earthwork operations.
 - 4) Around large trees that are to remain in place, perform excavation within drip-line by hand, and protect the root system from damage or dryout to the greatest extent possible. Maintain moist conditions for root system and cover exposed

roots with burlap. Paint root cuts of 1" diameter and larger with emulsified asphalt tree paint.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Backfill and Fill Materials outside of Building Foundation: Satisfactory soil materials excavated from the site may be used as fill and backfill, except do not use materials containing stone, rock or gravel larger than 4" in any dimension against walls or in trenches. Do not use soil containing any objectionable material that may be encountered, such as rock, peat, silt, muck, organic material, debris, or other extraneous material.
- B. Borrow: Additional material required as fill or backfill shall be select fill as furnished by Contractor and approved by the Engineer from off-site sources. Such borrow material shall be soil free from organic matter, debris and of any appreciable amount of gravel or stone particles more than 4 inches in greatest dimension, of such gradation as to permit thorough compaction.
- C. Foundation Fill: Soil materials to be used, for building foundation fill shall be supplied at no cost by the OWNER from pre-stabilized soils stockpiled on the site. The Contractor shall bear all costs of transportation from this source to the building site.

2.02 COMPACTION EQUIPMENT

- A. Provide compaction equipment of suitable size and number, and in satisfactory working condition to complete work on schedule.
- B. Use sheepfoot rollers, pneumatic tired roller, tampers, or other compaction equipment capable of obtaining required density throughout entire layer being compacted.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Establish required lines, levels, contours and datum.
- B. Maintain benchmarks and other elevation control points. Re-establish, if disturbed or destroyed, at no additional cost to the Owner.
- C. Establish location and extent of utilities before commencement of grading operations.

3.02 EXCAVATION

- A. Excavation shall consist, in general, of the excavation of whatever substance is encountered to the lines, grades and sections shown on the Drawings, including excavation as necessary for grading and other similar features.
- B. All suitable materials removed in excavation shall be used in the construction of embankments, subgrade, shoulders, slopes, and at such other places as directed. The Engineer shall be the sole judge of what constitutes suitable material.
- C. During construction, the grading operations shall be executed in such a manner that the excavation will be well drained at all times. All grading shall be finished on neat, regular lines conforming to the sections and contours shown on the Plans.
- D. Removal of materials beyond the indicated subgrade elevations, without authorization by the Engineer, shall be classified as unauthorized excavation and shall be performed at no additional cost to the Owner.
- E. Excavation shall be performed in proper sequence with all other associated operations.
- F. Maintain the slopes of excavation in a safe condition until completion of the grading operation.
- G. All excavation work shall be inspected and approved by the Engineer before proceeding with construction.
- H. Any excess excavation shall be removed from the site to disposal areas at the Contractor's expense.

3.03 FILL

- A. All site fill shall be "Select Fill" unless otherwise shown on the Drawings, or directed by the Engineer. "Select Granular Fill" shall be placed in lieu of Select Fill where directed by the Engineer.
 1. Before depositing fills, the surface of the ground shall be cleared of all refuse, brush and large stones. Conform to Section "Clearing and Grubbing".
 - a. Prior to placing fill over undistributed material, scarify to a minimum depth of six (6) inches.
 - b. Where fills are made on hillsides or slopes, the slope of the original ground upon which the fill is to be placed shall be plowed or scarified deeply. Where the slope ratio of the original ground is steeper than 2 horizontal to 1 vertical, the bank shall be stepped or benched.
 - c. The original ground shall be proof rolled until the underlying soil is thoroughly compacted to the satisfaction of the Engineer before any filling is begun. A steel-wheel tandem roller weighing 8 to 10 tons, or equipment capable of obtaining the same effort, shall be used to obtain a thoroughly compacted subgrade. Remove or recompact any soft or loose soils as determined by the Engineer prior to filling.
 - d. A thoroughly and satisfactorily compacted subgrade is defined as having a minimum dry density of 95 percent of the maximum density of the material used. The subgrade material shall be compacted at a moisture content suitable for obtaining the required density.
 - e. Place backfill and fill materials in layers not more than 8" in loose depth unless shown otherwise on the Drawings. Lift height shall be governed by the ability of the compaction equipment to obtain the required compaction with 8" as a maximum lift height. Before compaction, moisten or aerate each layer as necessary to facilitate compaction to the required density. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost, ice, ponded water or extraneous debris.
 - f. When work is suspended during periods of freezing weather, measures shall be taken to prevent fill already in place from freezing. Upon resumption of work after any inclement weather, prepare the exposed surface by proof rolling to identify any zones of soft/loose soils. Soft/loose materials or frozen soils shall be removed and replaced by compacted granular fill.
 - g. Moisture Control:
 - h. Where fill or backfill must be moisture conditioned before compaction, uniformly apply water to the surface and to each layer of fill or backfill. Prevent ponding or other free water on surface subsequent to, or during, compaction operations.
 - 1) Remove and replace, or scarify and air dry, soil that is too wet to permit compaction to specified density. Soil that has been removed because it is too wet to permit compaction may be stockpiled or spread and allowed to dry. Assist drying by discing, harrowing or pulverizing, until moisture content is reduced to a value which will permit compaction to the percentage of maximum density specified.
 - i. All fill shall be thoroughly and satisfactorily compacted to 95 percent of the maximum density of material used.
- B. GRADING
 1. The finished grade lines are shown on the Drawings. Grade over the entire area, as shown on the Drawings, shall be to the finished subgrade levels. Upon completion of this work, all debris shall be cleaned out and removed from the premises.
 2. All cutting, filling, backfilling and grading necessary shall be done to bring the area to the following grade or subgrade levels:
 - a. For roadway surface areas; to the finished subgrade levels specified on the contract drawings.
 - b. For areas to be topsoiled and seeded; to within 6-inches of the finished grade.
 - c. For other surface treatments; as detailed on the Drawings.

- d. Sufficient grading must be done during the progress of the work so that the entire site shall be well drained and free from water pockets.
- e. Finish grading, including dressing swales, cleaning up excess footing excavation, dressing terraces, disposing of excess material and all other work necessary to prepare the site for topsoil and seeding shall be done after construction of structures and roadway surface areas is substantially complete.

C. COMPACTION EQUIPMENT

- 1. Compaction equipment used for the Work is subject to approval by the Engineer. Any equipment not originally manufactured for compaction purposes and equipment which is not in proper working order will not be approved. Furnish manufacturer's specifications covering data not obvious from a visual inspection of the equipment and necessary to determine its classification and performance characteristics.
- 2. Suitable compaction equipment such as a sheepsfoot roller should be used.

3.04 DRAINAGE AND DEWATERING

- A. Prevent surface, subsurface or ground water from flowing into excavation and from flooding project area, as well as surrounding areas.
 - 1. Do not allow water to accumulate in excavations. Remove water to prevent soil changes detrimental to the stability of subgrades.
 - a. Provide and maintain the pumps, well points, sumps, suction and discharge lines, and other dewatering components necessary to convey water away from excavations.
 - b. Provide and maintain temporary drainage ditches and other diversions outside excavation limits to convey rain water and water removed from excavations by dewatering, to collection or run-off areas.

3.05 FIELD QUALITY CONTROL

- A. Notify the Engineer at least one (1) working day in advance of all phases of filling and backfilling operations.
- B. Compaction testing shall be performed to ascertain the compacted density of the fill and backfill materials in accordance with the following methods:
 - 1. In-place relative density:
 - a. Method: ASTM D6938, Nuclear Method
 - b. Number of Tests: One (1) per 8" vertical lift.
 - c. The Engineer may direct additional tests to establish gradation, maximum density, and in-place density as required by working conditions, at the Contractor's expense.
 - d. Acceptance Criteria: The sole criterion for acceptability of in-place fill shall be in situ dry density. Minimum dry density for all fill or backfill shall be 95 percent of the maximum dry density. If a test fails to qualify, the fill shall be further compacted and re-tested. Subsequent test failures shall be followed by removal and replacement of the material.

3.06 CLEAN UP

- A. Provide and maintain protection of newly filled areas against damage. Upon completion or when directed, correct all damaged and deficient work by building up low spots and remove temporary protections, fencing, shoring and bracing.
- B. Remove all surplus excavated material not required for filling and backfilling and legally dispose of same away from premises.
- C. Leave the premises and work in clean, satisfactory condition, ready to receive subsequent operations.

END OF SECTION 31 20 00

**SECTION 32 12 16
ASPHALT PAVING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Aggregate base course.

1.02 REFERENCE STANDARDS

- A. AI MS-2 - Asphalt Mix Design Methods; 2015.

1.03 QUALITY ASSURANCE

- A. Perform Work in accordance with State of Texas Public Work's standard.
- B. Mixing Plant: Complying with State of Texas Public Work's standard.
- C. Obtain materials from same source throughout.

PART 2 PRODUCTS

2.01 REGULATORY REQUIREMENTS

- A. Comply with applicable code for paving work on public property.

2.02 MATERIALS

- A. Aggregate for Base Course: In accordance with State of _____ Highways standards.

2.03 ASPHALT PAVING MIXES AND MIX DESIGN

- A. Asphalt Base Course: 3.0 to 6 percent of asphalt cement by weight in mixture in accordance with AI MS-2.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that compacted subgrade is dry and ready to support paving and imposed loads.
- B. Verify gradients and elevations of base are correct.

3.02 AGGREGATE BASE COURSE

- A. Place and compact aggregate base course.

END OF SECTION 32 12 16

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**SECTION 32 13 13
CONCRETE PAVING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Concrete sidewalks, stair steps, integral curbs, gutters, median barriers, parking areas, and roads.

1.02 REFERENCE STANDARDS

- A. ACI 304R - Guide for Measuring, Mixing, Transporting, and Placing Concrete; 2000 (Reapproved 2009).
- B. ACI 305R - Guide to Hot Weather Concreting; 2020.
- C. ACI 306R - Guide to Cold Weather Concreting; 2016.
- D. ASTM C33/C33M - Standard Specification for Concrete Aggregates; 2018.
- E. ASTM C94/C94M - Standard Specification for Ready-Mixed Concrete; 2022.
- F. ASTM C150/C150M - Standard Specification for Portland Cement; 2022.
- G. ASTM D1751 - Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types); 2018.
- H. ASTM D1752 - Standard Specification for Preformed Sponge Rubber, Cork and Recycled PVC Expansion Joint Fillers for Concrete Paving and Structural Construction; 2018.

PART 2 PRODUCTS

2.01 PAVING ASSEMBLIES

- A. Comply with applicable requirements of ACI 301.
- B. Design paving for parking and light duty commercial vehicles.
- C. Concrete Sidewalks and Median Barrier: 3,000 psi 28 day concrete, 4 inches thick, buff color Portland cement, exposed aggregate finish.
- D. Parking Area Pavement: 4,000 psi 28 day concrete, 5 inches thick, 6 by 6 - W2.9 by W2.9 mesh reinforcement, wood float finish.

2.02 FORM MATERIALS

- A. Form Materials: As specified in Section 03 10 00, comply with ACI 301.
- B. Wood form material, profiled to suit conditions.
- C. Joint Filler: Preformed; non-extruding bituminous type (ASTM D1751) or sponge rubber or cork (ASTM D1752).
 - 1. Thickness: 1/2 inch.

2.03 REINFORCEMENT

- A. Reinforcing Steel and Welded Wire Reinforcement: Types specified in Section 03 20 00.
- B. Reinforcing Steel: ASTM A615/A615M, Grade 80 (80,000 psi) yield strength; deformed billet steel bars; unfinished.

2.04 CONCRETE MATERIALS

- A. Obtain cementitious materials from same source throughout.
- B. Concrete Materials: Provide in accordance with State of Texas Highways standards.
- C. Fiber Reinforcement: Synthetic fibers shown to have long-term resistance to deterioration when in contact with alkalis and moisture; 1/2 inch length.

2.05 CONCRETE MIX DESIGN

- A. Fiber Reinforcement: Add to mix at rate of 1.5 pounds per cubic yard, or as recommended by manufacturer for specific project conditions.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify compacted subgrade is acceptable and ready to support paving and imposed loads.
- B. Verify gradients and elevations of base are correct.

3.02 SUBBASE

- A. Prepare subbase in accordance with State of Texas Highways standards.

3.03 FINISHING

- A. Area Paving: Light broom, texture perpendicular to pavement direction.
- B. Sidewalk Paving: Light broom, texture perpendicular to direction of travel with troweled and radiused edge 1/4 inch radius.
- C. Median Barrier: Light broom, texture perpendicular to direction of travel with troweled and radiused edge 1/4 inch radius.
- D. Curbs and Gutters: Light broom, texture parallel to pavement direction.

3.04 FIELD QUALITY CONTROL

- A. An independent testing agency will perform field quality control tests, as specified in Section 01 40 00 - Quality Requirements.

3.05 PROTECTION

- A. Immediately after placement, protect pavement from premature drying, excessive hot or cold temperatures, and mechanical injury.

END OF SECTION 32 13 13

**SECTION 32 14 16
BRICK UNIT PAVING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Brick Pavers.
- B. Sand Materials.

1.02 RELATED REQUIREMENTS

- A. Section 32 12 16 - Asphalt Paving: Bituminous paving for brick paver base; extruded asphalt curbs.

1.03 REFERENCE STANDARDS

- A. ASTM C33/C33M - Standard Specification for Concrete Aggregates; 2018.
- B. ASTM C144 - Standard Specification for Aggregate for Masonry Mortar; 2018.
- C. ASTM C902 - Standard Specification for Pedestrian and Light Traffic Paving Brick; 2022.
- D. ASTM D1751 - Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types); 2018.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittals procedures.
- B. Product Data: Provide data on characteristics of paver unit, curbs and border, special shapes, dimensions, setting and grouting materials.
- C. Shop Drawings: Indicate on shop drawings, layout of pavers, special design layout, layout of curbs and borders, dimensions of paved areas, control jointing, elevations, and affected adjacent construction.
- D. Samples: Submit two sample paver, curb, and border units illustrating color, surface finish, and texture.
- E. Maintenance Materials: Provide the following for Owner's use in maintenance of project.
 - 1. See Section 01 60 00 - Product Requirements, for additional provisions.
 - 2. Extra Pavers: 10 of each type and size.

1.05 QUALITY ASSURANCE

- A. Paver Manufacturer Qualifications: Company specializing in manufacturing the Products specified in this section with minimum three years documented experience.

1.06 MOCK-UP

- A. See Section 01 40 00 - Quality Requirements, for general requirements for mock-up.
- B. Size: 100 sq ft.
- C. Install setting bed, brick pavers, curbs and border, and accessories to pattern indicated.
- D. Mock-up may remain as part of the Work.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Brick Pavers:
 - 1. Belden Brick; _____: www.beldenbrick.com/#sle.
 - 2. Glen-Gery Corp; ____: www.glengerybrick.com/#sle.
 - 3. Pacific Clay Products Inc; _____: www.pacificclay.com/#sle.
 - 4. Substitutions: See Section 01 60 00 - Product Requirements.

2.02 APPLICATIONS

- A. Sidewalks and Residential Driveways: Pavers for pedestrian traffic.
 - 1. Setting Bed: Sand, with open joints.

2. Subbase: See drawings.

2.03 BRICK PAVERS

- A. Pavers for Pedestrian Traffic: Extruded fire clay.
 1. Grade: ASTM C902 Weather Class SX Traffic Type I, with dimensional tolerances complying with Application PS.
 2. Face Size: 4 by 8 inches.
 3. Thickness: 2-3/8 inches (60 mm).
 4. Exposed Surface Texture: Wirecut.
 5. Edges: Square.
 6. Color: As selected by Architect from manufacturer's standard colors.

2.04 SAND MATERIALS

- A. Sand for Base and Joint Filler: ASTM C33/C33M, clean, washed river or bank sand containing maximum of 50 percent particle size of No. 50 sieve.
- B. Polymeric Sand: Fine sand complying with ASTM C144 combined with polymer binders for creating semi-solid joints between pavers.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify substrate is ready to support pavers and imposed loads.
- B. Verify gradients and elevations of substrate are correct.

3.02 INSTALLATION - SAND SETTING BED

- A. Spread sand evenly over prepared substrate surface to a nominal thickness of 1-1/2 inches.
- B. Dampen and roller compact sand to level surface.
- C. Screed and scarify top 1/2 inch of sand.
- D. Sprinkle sand over surface and sweep into joints. Moisten joints and recover with additional sand until firm joints are achieved. Remove excess sand.
- E. Tamp and level paver units with mechanical plate vibrator until units are firmly bedded, level, and to correct elevation and slope gradient.

END OF SECTION 32 14 16

**SECTION 32 17 13
PARKING BUMPERS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Precast concrete parking bumpers and anchorage.

1.02 REFERENCE STANDARDS

- A. ASTM A615/A615M - Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement; 2022.
- B. ASTM C150/C150M - Standard Specification for Portland Cement; 2022.
- C. ASTM C260/C260M - Standard Specification for Air-Entraining Admixtures for Concrete; 2010a (Reapproved 2016).
- D. ASTM C330/C330M - Standard Specification for Lightweight Aggregates for Structural Concrete; 2017a.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Parking Bumpers: Precast concrete, complying with the following:
 - 1. Cement: ASTM C150/C150M, Portland Type I - Normal; white color.
 - 2. Concrete Materials: ASTM C330/C330M aggregate, water, and sand.
 - 3. Reinforcing Steel: ASTM A615/A615M, deformed steel bars; unfinished, strength and size commensurate with precast unit design.
 - 4. Air Entrainment Admixture: ASTM C260/C260M.
 - 5. Concrete Mix: Minimum 5,000 psi compressive strength after 28 days, air entrained to 5 to 7 percent.
 - 6. Use rigid molds, constructed to maintain precast units uniform in shape, size and finish. Maintain consistent quality during manufacture.
 - 7. Embed reinforcing steel, and drill or sleeve for two dowels.
 - 8. Cure units to develop concrete quality, and to minimize appearance blemishes such as non-uniformity, staining, or surface cracking.
 - 9. Minor patching in plant is acceptable, providing appearance of units is not impaired.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install units without damage to shape or finish. Replace or repair damaged units.
- B. Install units in alignment with adjacent work.

END OF SECTION 32 17 13

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**SECTION 32 17 23
PAVEMENT MARKINGS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Painted pavement markings.

1.02 REFERENCE STANDARDS

- A. AASHTO M 237 - Standard Specification for Epoxy Resin Adhesives for Bonding Traffic Markers to Hardened Portland Cement and Asphalt Concrete; 2005 (Reapproved 2019).
- B. AASHTO MP 24 - Standard Specification for Waterborne White and Yellow Traffic Paints; 2015 (Reapproved 2020).
- C. ASTM D4505 - Standard Specification for Preformed Retroreflective Pavement Marking Tape for Extended Service Life; 2012 (Reapproved 2017).

1.03 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Shop Drawings: Indicate survey control points and pavement markings.
- C. Product Data: Manufacturer's data sheets on each product to be used.
- D. Manufacturer's Instructions:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation methods.

1.04 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section, with not less than three years of documented experience.
- B. Installer Qualifications: Company specializing in performing work of the type specified and with at least three years of documented experience and approved by manufacturer.

PART 2 PRODUCTS

2.01 MANUFACTURERS

2.02 PAINTED PAVEMENT MARKINGS

- A. Painted Pavement Markings: As indicated on drawings.

PART 3 EXECUTION

3.01 INSTALLATION

- A. General:
 - 1. Position pavement markings as indicated on drawings.
 - 2. Field location adjustments require approval of Architect.
- B. Painted Pavement Markings:
 - 1. Apply in accordance with manufacturer's instructions.
 - 2. Apply in accordance with State of Texas Highway Department standards.
 - 3. Marking Paint: Apply uniformly, with sharp edges.
 - a. Applications: One coat.
 - b. Wet Film Thickness: 0.015 inch, minimum.

3.02 TOLERANCES

- A. Maximum Variation From True Position: 3 inches (76 mm).
- B. Maximum Offset From True Alignment: 3 inches (76 mm).

3.03 PROTECTION

- A. Replace damaged or removed markings at no additional cost to Owner.

END OF SECTION 32 17 23

**SECTION 32 17 26
TACTILE WARNING SURFACING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Tactile warning surfacing for pedestrian walking surfaces.

1.02 REFERENCE STANDARDS

- A. 49 CFR 37 - Transportation Services for Individuals with Disabilities (ADA); current edition.
- B. ADA Standards - Americans with Disabilities Act (ADA) Standards for Accessible Design; 2010.
- C. ATBCB PROWAG - Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way; 2011.

1.03 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Submit manufacturer's product data, standard details, details specific to this project; written installation and maintenance instructions.
- C. Shop Drawings: Submit plan and detail drawings. Indicate:
 - 1. Locations on project site. Demonstrate compliance with referenced accessibility standards.
 - 2. Sizes and layout.
 - 3. Pattern spacing and orientation.
 - 4. Attachment and fastener details, if applicable

1.04 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section, with not less than five years documented experience.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Plastic Tactile and Detectable Warning Surface Tiles:
 - 1. Access Tile, a brand of Access Products, Inc; _____: www.accessproducts.com/#sle.
 - 2. ADA Solutions, a division of SureWerx USA; _____: www.adatile.com/#sle.
 - 3. Substitutions: See Section 01 60 00 - Product Requirements.

2.02 TACTILE AND DETECTABLE WARNING DEVICES

- A. Plastic Tactile and Detectable Warning Tiles: Comply with ADA Standards, glass fiber and carbon fiber reinforced, exterior grade, matte finish polyester sheet with truncated dome pattern, solid color throughout, internal reinforcing of sheet and of truncated domes, integral radius cut lines on back face of tile; with factory-applied removable protective sheeting.
 - 1. Pattern: In-line pattern of truncated domes complying with ADA Standards.
 - 2. Edge: Square.
 - 3. Joint: Butt.
 - 4. Color: As selected by Architect from manufacturer's standard range.

2.03 ACCESSORIES

- A. Adhesive: Type recommended and approved by surfacing tile manufacturer.
- B. Sealant: Elastomeric sealant of color to match adjacent surfaces; approved by surfacing tile manufacturer.

PART 3 EXECUTION

3.01 EXAMINATION

- A. When installation location is near site boundary or property line, verify required location using property survey.
- B. Verify that work area is ready to receive work:

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1. If existing conditions are not as required to properly complete the work of this section, notify Architect.
 2. Do not proceed with installation until deficiencies in existing conditions have been corrected.
- C. Verify that dimensions, tolerances, and attachment methods for work in this section are properly coordinated with other work on site.

3.02 INSTALLATION, GENERAL

- A. Install in accordance with manufacturer's written instructions.
1. Do not install damaged, warped, bowed, dented, abraded, or otherwise defective units.
 2. Do not install when ambient or substrate temperature has been below 40 degrees F during the preceding 8 daylight hours.
- B. Field Adjustment:
1. Locate relative to curb line in compliance with ATBCB PROWAG, Sections 304 and 305.
 2. Orient so dome pattern is aligned with the direction of ramp.
- C. Install units fully seated to substrate, square to straight edges and flat to required slope.

3.03 PROTECTION

- A. Protect installed units from traffic, subsequent construction operations or other imposed loads until concrete is fully cured.
- B. Touch-up, repair or replace damaged products prior to Date of Substantial Completion.

END OF SECTION 32 17 26