

ADDENDUM NO. 1
September 26th, 2024

PROJECT: CITY OF JAYTON
WATER LINE REPLACEMENT

BID DATE: OCTOBER 3, 2024, AT 10:30AM

The following changes and/or additions shall be made to the Plans, Specifications, and Contract Documents for the above referenced project. Bidder shall acknowledge receipt of this Addendum by signing below and returning this Addendum with the Bid.

1) GENERAL

Bid Schedule – The bid schedule has been revised to remove all additive alternate line items for waterline materials. The waterline material for this project shall be C900 DR 18 PVC. Please utilize the attached updated bid schedule.

Contract Documents – The General Conditions has been replaced with an updated version. Please see the attached General Conditions for further details related to the project.

2) PLAN SHEETS

Sheet 2 – This sheet has been revised to remove unnecessary notes.

Sheet 3 – This sheet has been revised to clarify the removal of the existing fire hydrant.

Sheet 9 – This sheet has been revised to correct a typo related to the piping material for the waterline.

Sheet 11 – This sheet has been revised to replace both waterline crossing over and under existing sewer line.

Sheet 13 – This sheet has been revised to replace waterline trench section details for both inside and outside of pavement.

Prepared by:

JACOB | MARTIN
TBPE Firm No. 2448

Bidder's Acknowledgment

Date



**CITY OF JAYTON
WATER LINE REPLACEMENT
BASE BID SCHEDULE**

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	1	LS	\$	\$
2	2" Connection	7	EA	\$	\$
3	8" Connection	2	EA	\$	\$
4	2" Gate Valve & Box	9	EA	\$	\$
5	6" Gate Valve & Box	7	EA	\$	\$
6	8" Gate Valve & Box	2	EA	\$	\$
7	2" Class 200 PVC Waterline	120	LF	\$	\$
8	6" C900 DR 18 PVC Waterline	3220	LF	\$	\$
9	8" C900 DR 18 PVC Waterline	360	LF	\$	\$
10	Sewerline Crossing	1	EA	\$	\$
11	8" Waterline Bore & Encasement (TxDOT)	90	LF	\$	\$
12	Service Reconnections	8	EA	\$	\$
13	SDR9 PVC Service Line	230	LF	\$	\$
14	Fire Hydrant Assembly	5	EA	\$	\$
15	2" Cut and Cap	8	EA	\$	\$

16	8" Cut and Cap	2	EA	\$	\$
17	Metal Detectable Tape	3700	LF	\$	\$
18	Asphalt Repair	388	LF	\$	\$
19	Traffic Control	1	LS	\$	\$
20	6" Insertion Valve	1	EA	\$	\$
21	8" Insertion Valve	3	EA	\$	\$
TOTAL BASE BID (Items 1 - 21)					\$

PROPOSED NUMBER OF DAYS FOR COMPLETION	DAYS
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***Bidder shall enter number for days on the Bid Schedule as well as the first and last page of the Bid Proposal.**

**CITY OF JAYTON
WATER LINE REPLACEMENT
ALTERNATE BID SCHEDULE - ADDENDUM #1**

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.

ADDITIVE ALTERNATE BID SCHEDULE

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

Bid Item	Description	Est. Qty.	Unit	Unit Price	Extended Amount
A1	4" Connection	1	EA	\$	\$
A2	6" Connection	1	EA	\$	\$
A3	4" Gate Valve & Box	1	EA	\$	\$
A4	4" C900 DR18 PVC Waterline	1	LF	\$	\$
A5	4" Cut & Cap	1	EA	\$	\$
A6	Service Reconnections (Non-Residential)	5	EA	\$	\$
A7	SDR 9 PVC Service Line (Non-Residential)	145	LF	\$	\$
TOTAL ADDITIVE ALTERNATE BID (Items A1-A7)					\$

DEDUCTIBLE ALTERNATE BID SCHEDULE - ADDENDUM #1

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

Bid Item	Description	Est. Qty.	Unit	Unit Price	Extended Amount
D1	Houston Avenue (30+30 - End)				
	2" Connection	0	EA	\$	\$
	8" Connection	0	EA	\$	\$
	2" Gate Valve & Box	0	EA	\$	\$
	6" Gate Valve & Box	2	EA	\$	\$
	8" Gate Valve & Box	0	EA	\$	\$
	2" Class 200 PVC Waterline	0	LF	\$	\$
	6" C900 DR 18 PVC Waterline	529	LF	\$	\$
	8" C900 DR 18 PVC Waterline	0	LF	\$	\$
	6" Slick Bore	0	LF	\$	\$
	Sewerline Crossing	0	EA	\$	\$
	8" Waterline Bore & Encasement	0	LF	\$	\$
	Service Reconnections	0	EA	\$	\$
	SDR9 PVC Service Line	0	LF	\$	\$
	Fire Hydrant Assembly	0	EA	\$	\$
	2" Cut and Cap	0	EA	\$	\$
	8" Cut and Cap	0	EA	\$	\$
	Metal Detectable Tape	529	LF	\$	\$
	Asphalt Repair	35	LF	\$	\$
	Traffic Control	0	LS	\$	\$
	6" Insertion Valve	0	EA	\$	\$
	8" Insertion Valve	0	EA	\$	\$
	TOTAL DEDUCTIBLE ALTERNATE BID (Item D1)				\$

D2	Houston Avenue (27+25 - 30+30)				
	2" Connection	1	EA	\$	\$
	8" Connection	0	EA	\$	\$
	2" Gate Valve & Box	1	EA	\$	\$
	6" Gate Valve & Box	0	EA	\$	\$
	8" Gate Valve & Box	0	EA	\$	\$
	2" Class 200 PVC Waterline	20	LF	\$	\$
	6" C900 DR 18 PVC Waterline	305	LF	\$	\$
	8" C900 DR 18 PVC Waterline	0	LF	\$	\$
	6" Slick Bore	0	LF	\$	\$
	Sewerline Crossing	0	EA	\$	\$
	8" Waterline Bore & Encasement	0	LF	\$	\$
	Service Reconnections	0	EA	\$	\$
	SDR9 PVC Service Line	0	LF	\$	\$
	Fire Hydrant Assembly	0	EA	\$	\$
	2" Cut and Cap	0	EA	\$	\$
	8" Cut and Cap	0	EA	\$	\$
	Metal Detectable Tape	325	LF	\$	\$
	Asphalt Repair	15	LF	\$	\$
	Traffic Control	0	LS	\$	\$
	6" Insertion Valve	0	EA	\$	\$
	8" Insertion Valve	0	EA	\$	\$
	TOTAL DEDUCTIBLE ALTERNATE BID (Item D2)				\$

D-3	Fire Hydrant Assembly	1	EA	\$	\$
D-4	6" Insertion Valve	1	EA	\$	\$
D-5	8" Insertion Valve	3	EA	\$	\$

Note: Owner reserves the right to accept any combination of base bid and additive alternate bid items.

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 Jayton**, 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 **Jacob & Martin, LLC**, 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.

8. Claims for Extra Cost

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

9. Termination, Delays, and Liquidated Damages

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

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

Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by City; (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 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 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 as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) the amount of One Thousand Dollars (\$1,000) for each calendar day of delay, until the work is completed. The Contractor and Contractor's sureties shall be liable to the City for the amount thereof.

(d) Excusable Delays.

- 1) The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due to:
- 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;
- 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, 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 within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the City shall ascertain the facts and the cause and

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

10. Assignment or Novation

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

11. Technical Specifications and Drawings

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

12. Shop Drawings

- (a) All required shop drawings, machinery details, layout drawings, etc. shall be submitted to the Engineer in electronic 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 not involving a change in contract price or time, the engineer may approve the drawing. The approval shall not relieve the Contractor from responsibility to adhere to the contract or for any error in the drawing.

13. Requests for Supplementary Information

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

14. Materials and Workmanship

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

(3) Iron and steel products, Manufactured Products, and Construction Materials used in this project comply with the Build America, Buy America Act (BABA) requirements mandated by Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 177-58. Applicable goods must comply with HUD's phased implementation schedule as published in Docket No. 6331-N-10.

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's right to demand full compliance with Contract requirements. After actual deliveries, the Engineer will have such check tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the Engineer will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable.
- (d) Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:
 - 1) The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the Engineer;
 - 2) The Contractor shall assume all costs of re-testing materials which fail to meet contract requirements;
 - 3) The Contractor shall assume all costs of testing materials offered in substitution for those found deficient;
 - 4) The City will pay all other expenses.

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

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 is authorized to act to prevent such threatened loss or injury. Contractor shall follow all instructions of City.
- (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: **\$500,000/\$500,000 and \$200,000/\$200,000.**
- (c) Proof of Insurance: The Contractor shall furnish the City with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: **"The insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days written notice has been received by the City."**

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 12 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 [*Mayor Pro-Tem*] 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 / County, 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. 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. Overtime Requirements [For Contracts > \$100K]

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. 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

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 2 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 _____ 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 One Thousand Dollars (\$1,000) 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.

SURVEY NOTES:

- 1. INFORMATION PROVIDED ON THESE PLANS MAY OR MAY NOT SHOW ALL CURRENTLY EXISTING STRUCTURES AND UTILITIES ABOVE OR BELOW THE GROUND. THE SURVEY INFORMATION DOES NOT INCLUDE THE LOCATION OF ALL EXISTING TREES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VISITING THE ENTIRE PROJECT SITE PRIOR TO SUBMITTING A BID.
2. CONTRACTOR SHALL MARK ALL UTILITIES FOUND DURING CONSTRUCTION ON AS-BUILT DRAWINGS. NOTES SHALL INCLUDE TYPE, SIZE, LOCATION AND ELEVATIONS. DRAWINGS SHALL DIFFERENTIATE BETWEEN NEW AND EXISTING UTILITIES.

GENERAL CONSTRUCTION NOTES:

- 1. COORDINATE WORK AND ACTIVITIES WITH OTHER CONTRACTORS WORKING ON SITE AS APPLICABLE. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING REQUIRED SECURITY TO PROTECT HIS OWN PROPERTY, EQUIPMENT, AND WORK IN PROGRESS.
2. TRENCH SAFETY SYSTEM SHALL MEET, AS A MINIMUM, THE REQUIREMENTS OF OSHA SAFETY AND HEALTH REGULATIONS PART 1920, SUBPART P; THE OWNER'S SAFETY REQUIREMENTS, AND DIVISION 31 SECTION 310401 "TRENCH EXCAVATION SAFETY PROTECTION SYSTEM"
3. AT LEAST 3 DAYS BEFORE COMMENCEMENT OF CONSTRUCTION, THE CONTRACTOR SHALL FILE A NOTICE OF INTENT (NOI) WITH TCEQ. THE NOTICE SHALL BE SENT TO THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY, STORM WATER & GENERAL PERMITS TEAM, MC-228, P.O. BOX 13087, AUSTIN, TEXAS 78711-3087. THE NOI FORM AND CONTRACTOR SHALL PREPARE A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AND OBTAIN AND FULLY COMPLY WITH THE TEXAS POLLUTANT DISCHARGE ELIMINATION SYSTEM (TPDES) PERMIT TXR 150000. QUESTIONS CONCERN THE NOI AND PERMIT REQUIREMENTS MAY BE ADDRESSED TO TCEQ AT 512-239-4524.
4. PROTECT EXISTING STRUCTURES, PIPING, AND EQUIPMENT. CONTRACTOR SHALL REPLACE OR REPAIR ITEMS DAMAGED DURING CONSTRUCTION OR DEMOLITION AT NO ADDITIONAL COST TO THE OWNER. TOUCH-UP ITEMS THAT ARE AFFECTED DURING CONSTRUCTION.
5. ALL BURIED VALVES SHALL HAVE A VALVE BOX OR BURIED OPERATOR PER THE STANDARD DETAILS.
6. CONTRACTOR SHALL INSULATE ALL WATER CONTAINING OR FREEZABLE PIPING THAT ARE 8 INCH IN DIAMETER AND SMALLER PER SPECIFICATIONS.
7. THE CONTRACTOR SHALL CONTROL EROSION AND SEDIMENTATION PER THE APPLICABLE PERMITS, LAWS, AND REGULATIONS.
8. THE CONTRACTOR SHALL REPAIR IMMEDIATELY OR HAVE REPAIRED AT HIS COST ALL DAMAGED UTILITIES. REPAIRS SHALL BE MADE WITH SIMILAR OR BETTER MATERIALS.
9. NO CHANGE IN THE WORK PERFORMED REQUIRING MONETARY CHANGES SHALL BE AUTHORIZED WITHOUT WRITTEN APPROVAL BY THE ENGINEER, OWNER & TDA.
10. THIS PROJECT IS SUBJECT TO THE AMERICAN IRON & STEEL (AIS) REQUIREMENTS OF P.L. 113-235, CONSOLIDATED & FURTHER CONTINUING APPROPRIATIONS ACT 2015. ALL IRON & STEEL PRODUCTS FOR CONSTRUCTION, ALTERATION, MAINTENANCE, OR REPAIRS INCORPORATED IN THESE PLANS MUST BE PRODUCED IN THE UNITED STATES.
11. ALL MATERIALS TESTS SHALL BE PROVIDED BY OWNER.

TCEQ WATER DISTRIBUTION SYSTEM GENERAL CONSTRUCTION NOTES CONT.:

- 7. Pursuant to 30 TAC §290.44(a)(5), THE HYDROSTATIC LEAKAGE RATE SHALL NOT EXCEED THE AMOUNT ALLOWED OR RECOMMENDED BY THE MOST CURRENT AWWA FORMULAS FOR PVC PIPE, CAST IRON AND DUCTILE IRON PIPE. INCLUDE THE FORMULAS IN THE NOTES ON THE PLANS.
7.1. THE HYDROSTATIC LEAKAGE RATE FOR POLYVINYL CHLORIDE (PVC) PIPE AND APPURTENANCES SHALL NOT EXCEED THE AMOUNT ALLOWED OR RECOMMENDED BY FORMULAS IN AMERICA WATER WORKS ASSOCIATION (AWWA) C-605 AS REQUIRED IN 30 TAC §290.44(a)(5). PLEASE ENSURE THAT THE FORMULA FOR THIS CALCULATION IS CORRECT AND MOST CURRENT FORMULA IS IN USE;
Q = LD*sqrt(P) / 148,000
WHERE:
• Q = THE QUANTITY OF MAKEUP WATER IN GALLONS PER HOUR,
• L = THE LENGTH OF THE PIPE SECTION BEING TESTED, IN FEET,
• D = THE NOMINAL DIAMETER OF THE PIPE IN INCHES, AND
• P = THE AVERAGE TEST PRESSURE DURING THE HYDROSTATIC TEST IN POUNDS PER SQUARE INCH (PSI)
7.2. THE HYDROSTATIC LEAKAGE RATE FOR DUCTILE IRON (DI) PIPE AND APPURTENANCES SHALL NOT EXCEED THE AMOUNT ALLOWED OR RECOMMENDED BY FORMULAS IN AMERICA WATER WORKS ASSOCIATION (AWWA) C-600 AS REQUIRED IN 30 TAC §290.44(a)(5). PLEASE ENSURE THAT THE FORMULA FOR THIS CALCULATION IS CORRECT AND MOST CURRENT FORMULA IS IN USE;
L = SD*sqrt(P) / 148,000
WHERE:
• L = THE QUANTITY OF MAKEUP WATER IN GALLONS PER HOUR,
• S = THE LENGTH OF THE PIPE SECTION BEING TESTED, IN FEET,
• D = THE NOMINAL DIAMETER OF THE PIPE IN INCHES, AND
• P = THE AVERAGE TEST PRESSURE DURING THE HYDROSTATIC TEST IN POUNDS PER SQUARE INCH(PSI)
8. THE MAXIMUM ALLOWABLE LEAD CONTENT OF PIPES, PIPE FITTINGS, PLUMBING FITTINGS, AND FIXTURES TO 0.25 PERCENT.
9. THE SYSTEM MUST BE DESIGNED TO MAINTAIN A MINIMUM PRESSURE OF 35 PSI AT ALL POINTS WITHIN THE DISTRIBUTION NETWORK AT FLOW RATES OF AT LEAST 1.5 GALLONS PER MINUTE PER CONNECTION. WHEN THE SYSTEM IS INTENDED TO PROVIDE FIREFIGHTING CAPABILITY, IT MUST ALSO BE DESIGNED TO MAINTAIN A MINIMUM PRESSURE OF 20 PSI UNDER COMBINED FIRE AND DRINKING WATER FLOW CONDITIONS AS REQUIRED BY 30 TAC §290.44(d).

GENERAL CONSTRUCTION NOTES CONT.:

CONTRACTOR TO FIELD TEST ALL EXISTING FIRE HYDRANTS IN PROJECT LOCATION. CITY TO KEEP ALL OPERATIONAL FIRE HYDRANTS. CONTRACTOR TO COORDINATE WITH CITY LOCATION TO DROP OFF OPERATIONAL FIRE HYDRANTS AT NO ADDITIONAL COST TO CITY.
ALL NOTED SEWER LINE CROSSING ARE SUBSIDIARY TO WATERLINE COST.
WATER SERVICE WATERLINE SHALL BE 3/4" SDR 9 HDPE UNLESS OTHERWISE NOTED.
ALL EXISTING CONCRETE AND ASPHALT PAVEMENT SHALL BE SAW CUT.
CONTRACTOR TO COORDINATE WITH HOMEOWNERS 24-48 HOURS PRIOR TO ANY SERVICE INTERRUPTIONS.
ALL MATERIAL FOR THIS PROJECT SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR.
CONTRACTOR SHALL MINIMIZE DAMAGES TO EXISTING LANDSCAPE ON PRIVATE PROPERTY. EXISTING LANDSCAPE SHALL BE REPAIRED TO ITS ORIGINAL CONDITION INCLUDING THE REPLACEMENT OF ANY EXISTING LAWNS.
THE CONTRACTOR SHALL FULLY COMPLY WITH ALL TCEQ REGULATIONS PERTAINING TO SEPERATION DISTANCES AS DESCRIBED IN 30 TAC 217.13.
SEWER LINE CROSSINGS TO MEET TAC 270.13, 3. SEE SHEET 11 FOR DETAILS.
CONTRACTOR TO RELOCATE AND STORE ALL OPERATIONAL EXISTING FIRE HYDRANTS PER DIRECTION OF CITY.
CONTRACTOR TO UTILIZE TXDOT TCPS FOR TRAFFIC CONTROL WHERE APPLICABLE
WORKS SHALL BE CONDUCTED IN A WAY AS TO MINIMIZE INTERFERENCE WITH TRAFFIC. CONTRACTOR SHALL PROVIDE ADVANCED WARNING CONSTRUCTION SIGNING AND TYPE III BARRICADES WITH "ROAD CLOSED" SIGNS, LOCATED AT THE START OF CONSTRUCTION. ALL SIGNING AND BARRICADES PROVIDED SHALL BE IN ACCORDANCE WITH THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD).

TCEQ WATER DISTRIBUTION SYSTEM GENERAL CONSTRUCTION NOTES CONT.:

- 10. THE CONTRACTOR SHALL INSTALL APPROPRIATE AIR RELEASE DEVICES IN THE DISTRIBUTION SYSTEM AT ALL POINTS WHERE TOPOGRAPHY OR OTHER FACTORS MAY CREATE AIR LOCKS IN THE LINES. ALL VENT OPENINGS TO THE ATMOSPHERE SHALL BE COVERED WITH 16-MESH OR FINER, CORROSION RESISTANT SCREEN MATERIAL OR AN ACCEPTABLE EQUIVALENT AS REQUIRED BY 30 TAC §290.44(d)(1).
11. PURSUANT TO 30 TAC §290.44(d)(4), ACCURATE WATER METERS SHALL BE PROVIDED. SERVICE CONNECTIONS AND METER LOCATIONS SHOULD BE SHOWN ON THE PLANS.
12. PURSUANT TO 30 TAC §290.44(d)(5), SUFFICIENT VALVES AND BLOWOFFS TO MAKE REPAIRS. THE ENGINEER REPORT SHALL ESTABLISH CRITERIA FOR THIS DESIGN.
13. PURSUANT TO 30 TAC §290.44(d)(6), THE SYSTEM SHALL BE DESIGNED TO AFFORD EFFECTIVE CIRCULATION OF WATER WITH A MINIMUM OF DEAD ENDS. ALL DEAD-END MAINS SHALL BE PROVIDED WITH ACCEPTABLE FLUSH VALVES AND DISCHARGE PIPING. ALL DEAD-END LINES LESS THAN TWO INCHES IN DIAMETER WILL NOT REQUIRE FLUSH VALVES IF THEY END AT A CUSTOMER SERVICE. WHERE DEAD ENDS ARE NECESSARY AS A STAGE IN THE GROWTH OF THE SYSTEM, THEY SHALL BE LOCATED AND ARRANGED TO ULTIMATELY CONNECT THE ENDS TO PROVIDE CIRCULATION.
14. THE CONTRACTOR SHALL MAINTAIN A MINIMUM SEPARATION IN ALL DIRECTIONS OF NINE FEET BETWEEN THE PROPOSED WATERLINE AND WASTEWATER COLLECTION FACILITIES INCLUDING MANHOLES AND SEPTIC TANK DRAINFIELDS. IF THIS DISTANCE CANNOT BE MAINTAINED, THE CONTRACTOR MUST IMMEDIATELY NOTIFY THE PROJECT ENGINEER FOR FURTHER DIRECTION. SEPARATION DISTANCES, INSTALLATION METHODS, AND MATERIALS UTILIZED MUST MEET 30 TAC §290.44(e)(1-4) OF THE CURRENT RULES.
15. PURSUANT TO 30 TAC §290.44(e)(5), THE SEPARATION DISTANCE FROM A POTABLE WATERLINE TO A WASTEWATER MAIN OR LATERAL MANHOLE OR CLEANOUT SHALL BE A MINIMUM OF NINE FEET. WHERE THE NINE-FOOT SEPARATION DISTANCE CANNOT BE ACHIEVED, THE POTABLE WATERLINE SHALL BE ENCASED IN A JOINT OF AT LEAST 150 PSI PRESSURE CLASS PIPE AT LEAST 18 FEET LONG AND TWO NOMINAL SIZES LARGER THAN THE NEW CONVEYANCE. THE SPACE AROUND THE CARRIER PIPE SHALL BE SUPPORTED AT FIVE-FOOT INTERVALS WITH SPACERS OR BE FILLED TO THE CROSSING AND BOTH ENDS SEALED WITH CEMENT GROUT OR MANUFACTURED SEALANT.
16. PURSUANT TO 30 TAC §290.44(e)(6), FIRE HYDRANTS SHALL NOT BE INSTALLED WITHIN NINE FEET VERTICALLY OR HORIZONTALLY OF ANY WASTEWATER LINE, WASTEWATER LATERAL, OR WASTEWATER SERVICE LINE REGARDLESS OF CONSTRUCTION.
17. PURSUANT TO 30 TAC §290.44(e)(7), SUCTION MAINS TO PUMPING EQUIPMENT SHALL NOT CROSS WASTEWATER MAINS, WASTEWATER LATERALS, OR WASTEWATER SERVICE LINES. RAW WATER SUPPLY LINES SHALL NOT BE INSTALLED WITHIN FIVE FEET OF ANY TILE OR CONCRETE WASTEWATER MAIN, WASTEWATER LATERAL, OR WASTEWATER SERVICE LINE.
18. PURSUANT TO 30 TAC §290.44(e)(8), WATERLINES SHALL NOT BE INSTALLED CLOSER THAN TEN FEET TO SEPTIC TANK DRAINFIELDS.

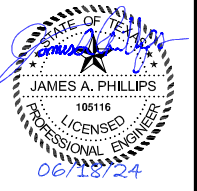
TCEQ WATER DISTRIBUTION SYSTEM GENERAL CONSTRUCTION NOTES:

- 1. THIS WATER DISTRIBUTION SYSTEM MUST BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) RULES AND REGULATIONS FOR PUBLIC WATER SYSTEMS 30 TEXAS ADMINISTRATIVE CODE (TAC) CHAPTER 290 SUBCHAPTER D. WHEN CONFLICTS ARE NOTED WITH LOCAL STANDARDS, THE MORE STRINGENT REQUIREMENT SHALL BE APPLIED. CONSTRUCTION FOR PUBLIC WATER SYSTEMS MUST ALWAYS, AT A MINIMUM, MEET TCEQ'S RULES AND REGULATIONS FOR PUBLIC WATER SYSTEMS.
2. AN APPOINTED ENGINEER SHALL NOTIFY IN WRITING THE LOCAL TCEQ'S REGIONAL OFFICE WHEN CONSTRUCTION WILL START. PLEASE KEEP IN MIND THAT UPON COMPLETION OF THE WATER WORKS PROJECT, THE ENGINEER OR OWNER SHALL NOTIFY THE COMMISSION'S WATER SUPPLY DIVISION, IN WRITING, AS TO ITS COMPLETION OF THE AND ATTEST TO THE FACT THAT THE WORK HAS BEEN COMPLETED ESSENTIALLY ACCORDING TO THE PLANS AND CHANGE ORDERS ON FILE WITH THE COMMISSION AS REQUIRED IN 30 TAC §290.39(h)(3).
3. ALL NEWLY INSTALLED PIPES AND RELATED PRODUCTS MUST CONFORM TO AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)/NSF INTERNATIONAL STANDARD 61 AND MUST BE CERTIFIED BY AN ORGANIZATION ACCREDITED BY ANSI, AS REQUIRED BY 30 TAC §290.44(a)(1).
4. PLASTIC PIPE FOR USE IN PUBLIC WATER SYSTEMS MUST BEAR THE NSF INTERNATIONAL SEAL OF APPROVAL (NSF-PW) AND HAVE AN ASTM DESIGN PRESSURE RATING OF AT LEAST 150 PSI OR A STANDARD DIMENSION RATIO OF 26 OR LESS, AS REQUIRED BY 30 TAC §290.44(a)(2).
5. NO PIPE WHICH HAS BEEN USED FOR ANY PURPOSE OTHER THAN THE CONVEYANCE OF DRINKING WATER SHALL BE ACCEPTED OR RELOCATED FOR USE IN ANY PUBLIC DRINKING WATER SUPPLY, AS REQUIRED BY 30 TAC §290.44(a)(3).
6. WATER TRANSMISSION AND DISTRIBUTION LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS. HOWEVER, THE TOP OF THE WATER LINE MUST BE LOCATED BELOW THE FROST LINE AND IN NO CASE SHALL THE TOP OF THE WATER LINE BE LESS THAN 24 INCHES BELOW GROUND SURFACE, AS REQUIRED BY 30 TAC §290.44(a)(4).

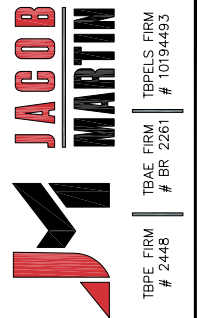
TCEQ WATER DISTRIBUTION SYSTEM GENERAL CONSTRUCTION NOTES CONT.:

- 19. PURSUANT TO 30 TAC §290.44(f)(1), THE CONTRACTOR SHALL NOT PLACE THE PIPE IN THE WATER OR WHERE IT CAN BE FLOODED WITH WATER OR SEWAGE DURING ITS STORAGE OR INSTALLATION.
20. PURSUANT TO 30 TAC §290.44(f)(2), WHEN WATERLINES ARE LAID UNDER ANY FLOWING OR INTERMITTENT STREAM OR SEMI-PERMANENT BODY OF WATER THE WATER MAIN SHALL BE INSTALLED IN A SEPARATE WATERTIGHT PIPE ENCASUREMENT. VALVES MUST BE PROVIDED ON EACH SIDE OF THE CROSSING WITH FACILITIES TO ALLOW THE UNDERWATER PORTION OF THE SYSTEM TO BE ISOLATED AND TESTED.
21. THE CONTRACTOR SHALL DISINFECT THE NEW WATER MAINS IN ACCORDANCE WITH AWWA STANDARD C-651 AND THEN FLUSH AND SAMPLE THE LINES BEFORE BEING PLACED INTO SERVICE. SAMPLES SHALL BE COLLECTED FOR MICROBIOLOGICAL ANALYSIS TO CHECK THE EFFECTIVENESS OF THE DISINFECTION PROCEDURE WHICH SHALL BE REPEATED IN CONTAMINATION PERSISTS. A MINIMUM OF ONE SAMPLE FOR EACH 1,000 FEET OF COMPLETED WATER LINE WILL BE REQUIRED OR AT THE NEXT AVAILABLE SAMPLING POINT BEYOND 1,000 FEET AS DESIGNATED BY THE DESIGN ENGINEER, IN ACCORDANCE WITH 30 TAC §290.44(f)(3).

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Save Time: 9/26/2024 3:31 PM
Saved By: j.baker
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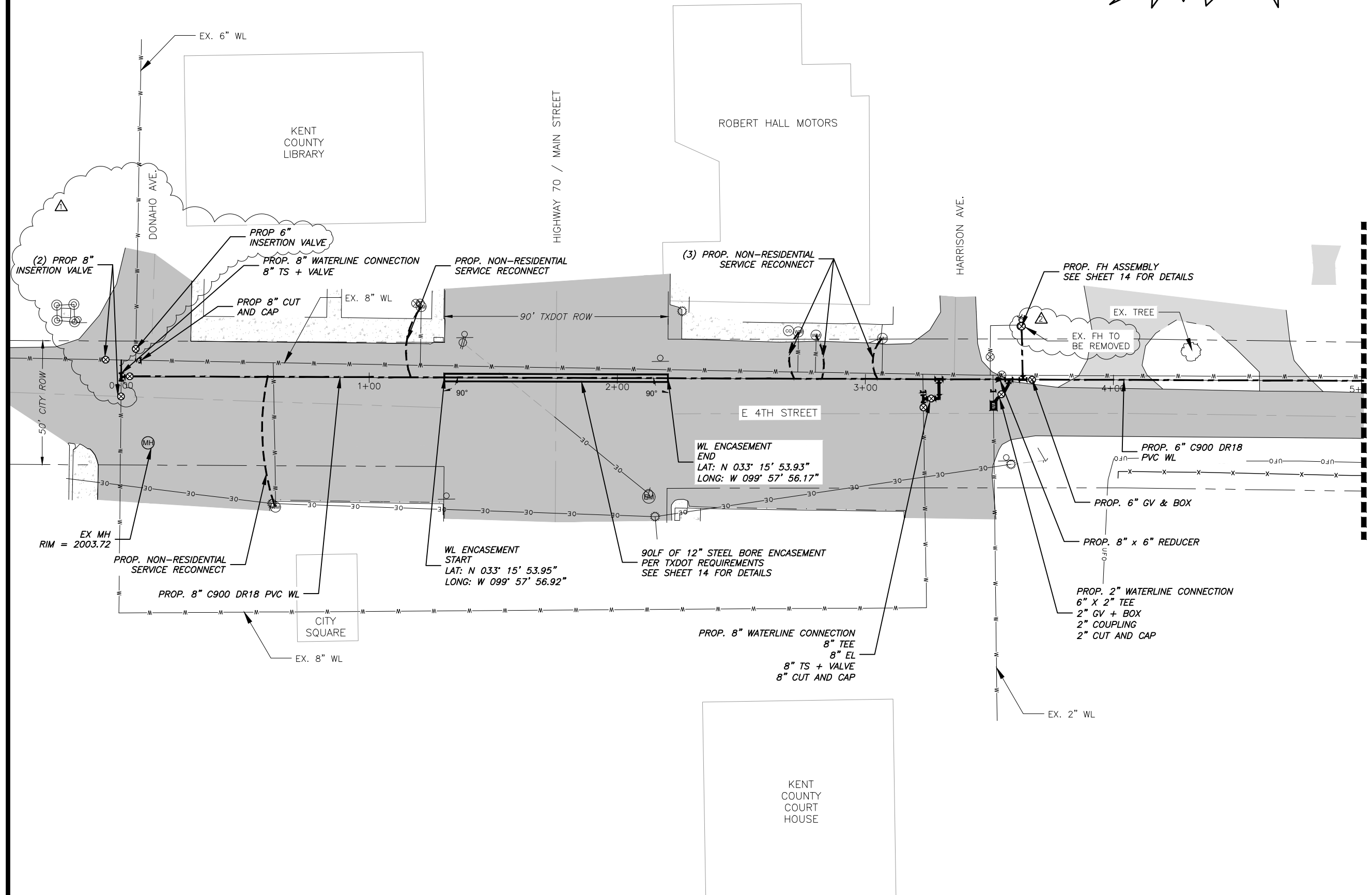
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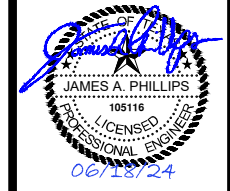
JAYTON, TEXAS
2023-24 CDBG WATER LINE REPLACEMENT
GENERAL NOTES

Table with columns: NO. REVISION, DATE, SEQ., SHEET. Includes revision details and drawing scale information.

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 Save Time: 9/26/2024 3:31 PM
 Plotted by: Joshua Baker
 Plot Date: 9/26/2024 3:36 PM



CAUTION!!!
 Contractor to call for locates
 (1-800-DIG-TESS) and field verify
 the location of all existing utilities
 prior to excavation.



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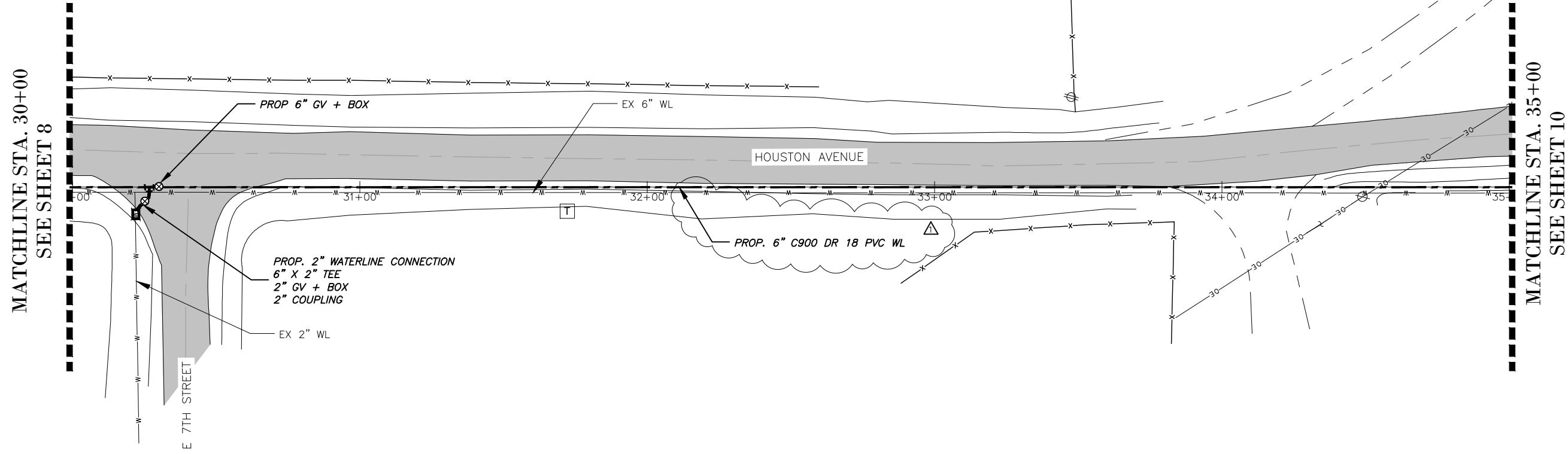
**JACOB
MARTIN**

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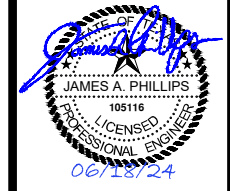
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2023-24 CDBG WATER LINE REPLACEMENT
WATER LINE PLAN (0+00 - 5+00)

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2	ADDENDUM #1	09/26/2024

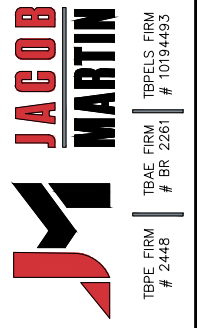
PROJECT # | SCALE
 22537 | 1" = 40'
BAR IS ONE INCH IN LENGTH ON ORIGINAL DRAWING.
 CHECK SCALE AND ADJUST ACCORDINGLY.



CAUTION!!!
 Contractor to call for locates
 (1-800-DIG-TESS) and field verify
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JAYTON, TEXAS
 2023-24 CDBG WATER LINE REPLACEMENT
 WATER LINE PLAN (30+00 - 35+00)

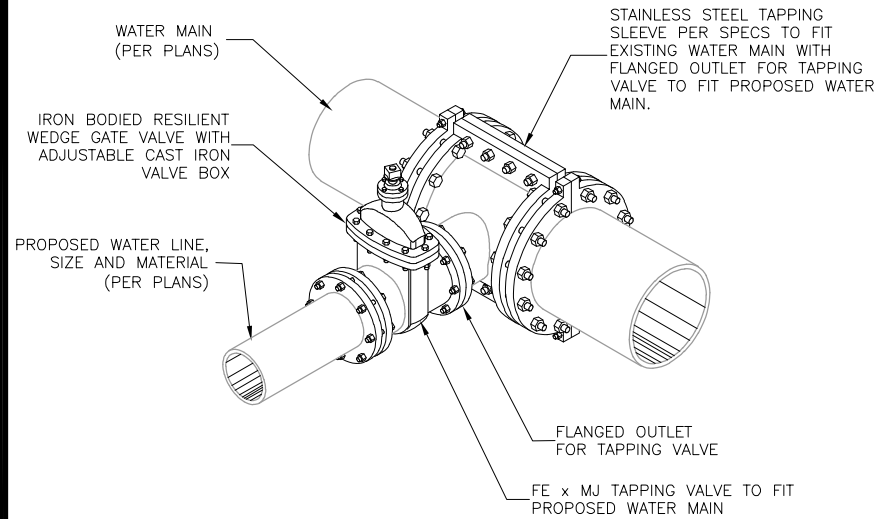
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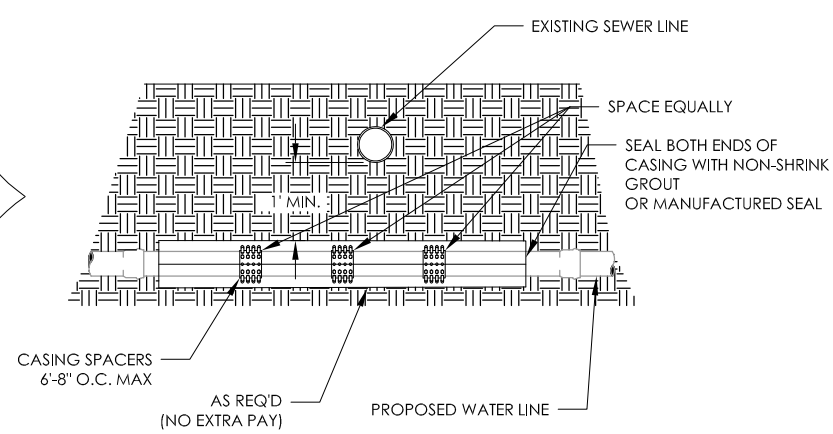
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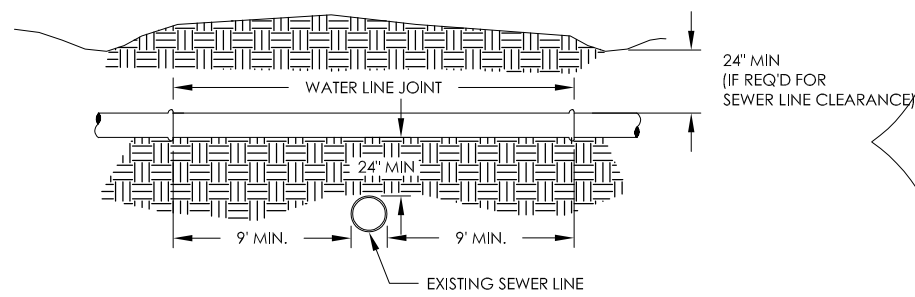
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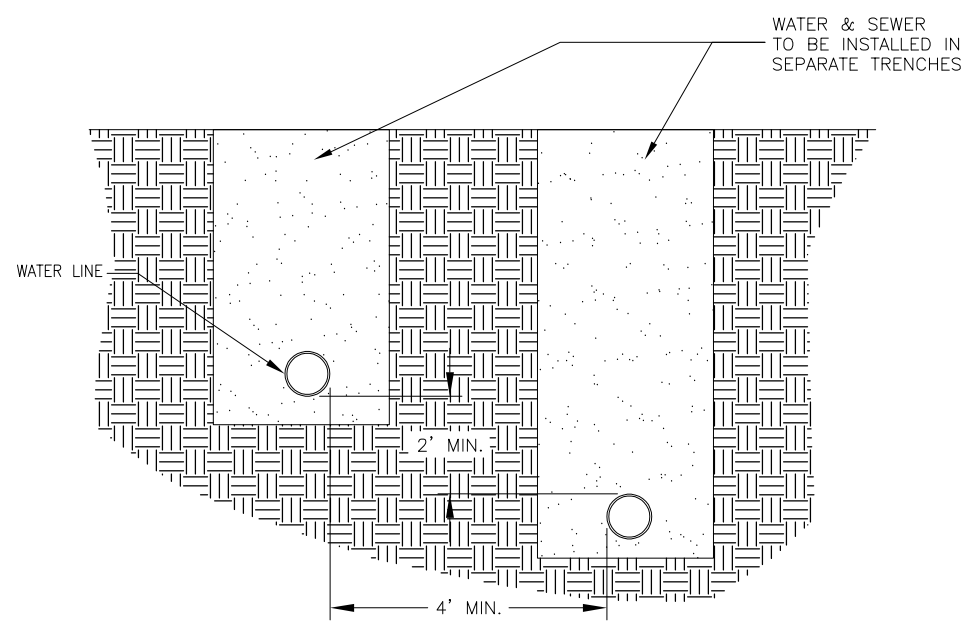
MAIN-LINE TAP CONNECTION
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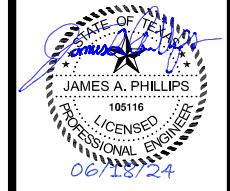
PROPOSED WATER LINE CROSSING UNDER EXISTING SEWER LINE
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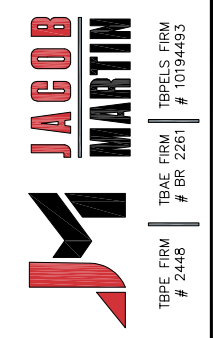
PROPOSED WATER LINE CROSSING OVER EXISTING SEWER LINE
(PER TCEQ SEE SPECIFICATIONS)
NTS



PARALLEL WATER AND SEWER LINES
(WHEN 9' SEPARATION IS NOT POSSIBLE)
NTS



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2023-24 CDBG WATER LINE REPLACEMENT

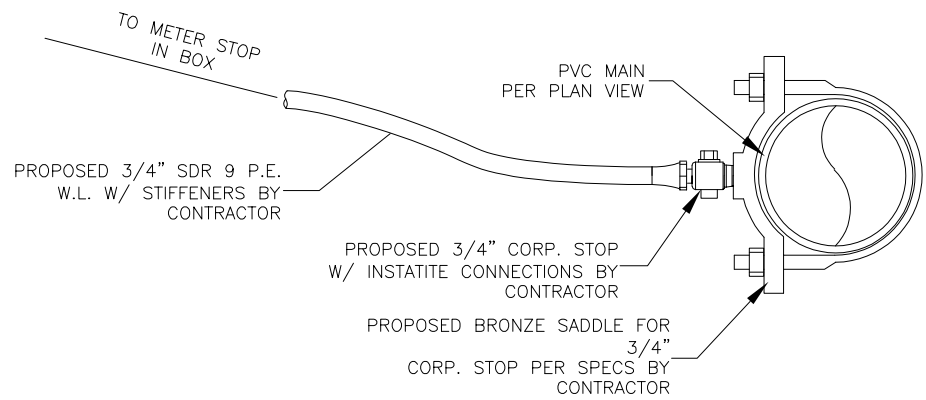
MISCELLANEOUS DETAILS 1

NO. REVISION	DATE	PROJECT #	SCALE
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SEQ.	SHEET	BAR IS ONE INCH IN LENGTH ON ORIGINAL DRAWING. CHECK SCALE AND ADJUST ACCORDINGLY.	
11	14	11	

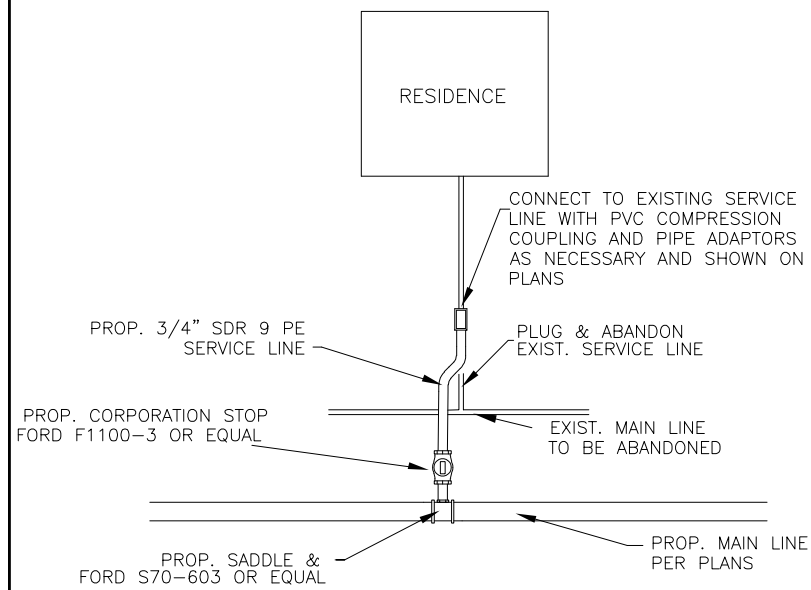
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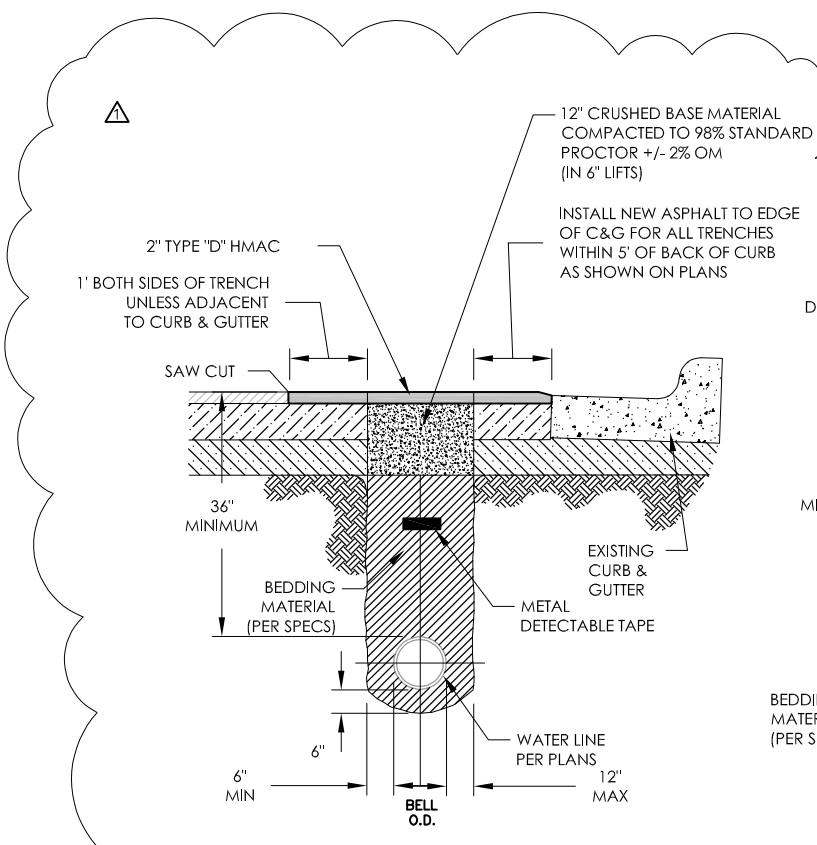
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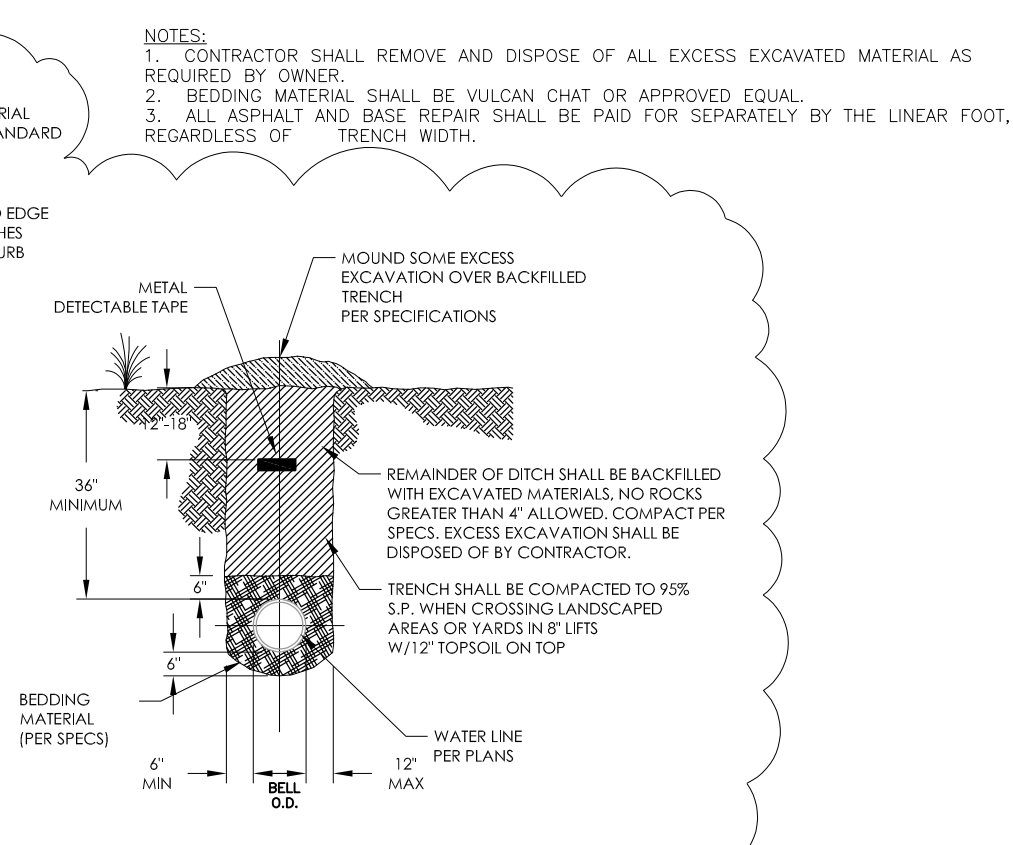
SERVICE CONNECTION FROM MAIN W.L.
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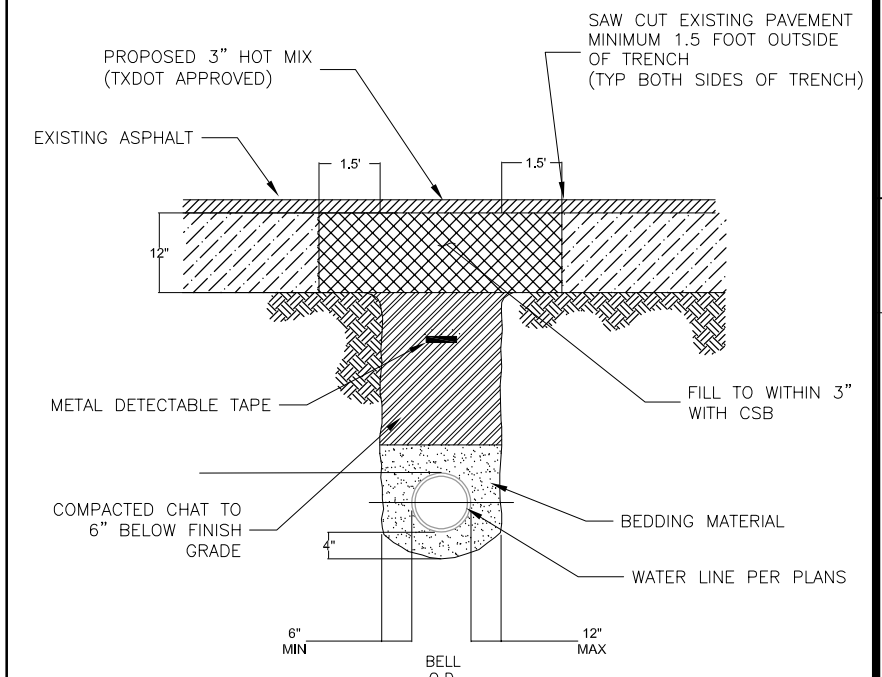
TYPICAL DETAIL FOR SERVICE RECONNECTION
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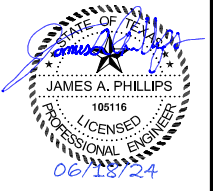
TRENCH WITHIN ASPHALT AREAS



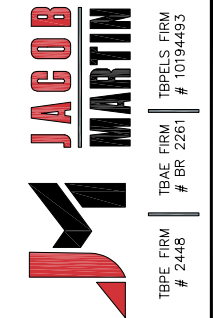
TRENCH OUTSIDE OF PAVED AREAS



TRENCH WITHIN TXDOT ROW



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JAYTON, TEXAS
2023-24 CDBG WATER LINE REPLACEMENT

MISCELLANEOUS DETAILS 3

NO. REVISION	DATE	09/26/2024
ADDENDUM #1		
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22537		
SHEET 13		
SHEET 13		