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ADVERTISEMENT AND INVITATION FOR BIDS

Sealed proposals addressed to Lewis Owens, Val Verde County Judge, and County Commissioners of Val Verde County, Texas will be received at the Val Verde County Purchasing Department, Attention Mr. Roy Musquiz, Val Verde County Purchasing Agent, Val Verde County Courthouse, 3rd Floor, 400 Pecan Street, Del Rio, Texas 78840, until **2:00 P.M. on February 13, 2019**, for the supply of materials for the **2018 Ridgeline Drive Waterline Improvements, TxCDBG Contract No. 7218026 (Pipeline Materials Supply Only)**, at which time and place will be publicly opened and read aloud. Bids will also be accepted online through CivCast until 2:00 P.M. on February 13, 2019. Any bid received after closing time will be returned unopened. Bids are invited for several items and quantities of work as follows:

Principal material items include approximately 16,054 linear feet of 8" PVC water main, fittings, air release valves, fire hydrants, gate valves, water meters, backflow preventers, and all necessary appurtenances. These items are for material only bid, no construction activities are proposed for the above items. All necessary appurtenances shall be incorporated into the bid.

The material delivery site is located at Val Verde County Precinct #4 Road Department 1690 Cienegas Road, Del Rio, Texas 78840.

Bidders shall submit a bid bond by an acceptable surety in the amount of five percent (5%) of the bid issued with each bid for contracts greater than \$100,000.00. A certified check or bank draft payable to Val Verde County or negotiable U.S. Government Bonds (as par value) may be submitted in lieu of the Bid Bond.

The successful Bidder must furnish a Payment Bond in the amount of 100% of the contract price from an approved Surety Company holding a permit from the State of Texas to act as Surety and acceptable according to the latest list of companies holding certificates of authority from the Secretary of Treasury of the United States, or other Surety or Sureties acceptable to the Owner.

All contractors/subcontractors which 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.

Plans and specifications may be examined without charge at the Val Verde County Courthouse, 3rd Floor, 400 Pecan Street, Del Rio, Texas 78840. Bid Documents and Construction Drawings for the project may be viewed and downloaded free of charge (with the option to purchase hard copies) at www.civcastusa.com. Bidders must register on this website in order to view and/or download specifications, plans and other related documents for this project. Printed copies of the specifications and drawings may also be viewed at the Engineer's office, KSA Engineers, 3134 Executive Drive, Suite B, San Angelo, Texas 76905, (325) 400-6033.

Please submit questions for this project seven (7) days prior to bid opening through www.civcastusa.com in the Q&A portal. All addenda issued for this project will be posted on

ADVERTISEMENT AND
INVITATION FOR BIDS

VVC.002

www.civcastusa.com. It is the responsibility of the Contractor bidding to use proper scaling, paper width and length, etc. Failure to do so may result in error in the Unit Bid Quantities and/or Bid Amounts.

The County Commissioners of Val Verde County reserve the right to reject any or all bids or to waive formalities in the bidding. Bids may be held by the County 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.

VAL VERDE COUNTY TEXAS
Lewis Owens, County Judge

Materials/Equipment

Instructions to Bidders

1. Interpretations or Addenda

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

2. Alternate bid items

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

3. Bids

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

4. Bid Modifications Prior to Bid Opening

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

5. Bid Bond

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

6. Corrections

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

7. Time for Receiving Bids

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

8. Opening of Bids

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

9. Withdrawal of Bids

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

10. Award of Contract/Rejection of Bids

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

11. Execution of Agreement

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

12. Equal Employment Opportunity

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

13. Certification Regarding Lobbying –

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

THIS FORM MUST BE INCLUDED WITH YOUR SEALED BID

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: February 27, 2019

Bidder (Legal Name of Firm): Core and Main, LP/.

Date Organized: August 1, 2017

Address: 1830 Craig Park Court

St. Louis, MO 63146

Date Incorporated: August 1, 2017

Federal ID Number: 03-0550887

Number of Years in contracting business under present name: 1 +

List all other names under which your business has operated in the last 10 years:
HD Supply Waterworks, LTD.

Work Presently Under Contract:	Amount \$	Completion Date
Contract		

Type of work performed by your company: Waterworks Distribution

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

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.)

THIS FORM MUST BE INCLUDED WITH YOUR SEALED BID

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

Project	Amount \$	Mo/Yr Completed
City of Bracketville	\$226,246.78	9/12
City of Big Wells	\$89,494.22	3/16
Val Verde County	\$80,392.26	3/16

Major equipment available for this contract: Material Only

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: 135 S. Lasalle St., Suite 925 Contact Name: BABC Central Portfolio
City & State: Chicago, IL Zip: 60603 Phone Number: 312-537-6025

Credit available: \$ N/A

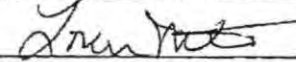
Has the firm or predecessor firm been involved in a bankruptcy or reorganization? ☐ Yes ☒ No
(If yes, please attach summary of details on a separate sheet.)

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 27th day of February, 2019.


Signature

Loren Miller District Manager

Printed Name and Title

Core and Main, LP.
Company Name

THIS FORM MUST BE INCLUDED WITH YOUR SEALED BID

Notary Statement:

Loren Miller, being duly sworn, says that he/she is the District Manager Position/Title of Core and Main, LP. (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 Bexar in verification of the recitals comprising this Statement of Bidder's Qualifications.

Subscribed and sworn before me this 27th day of February, 2019.

Notary Public

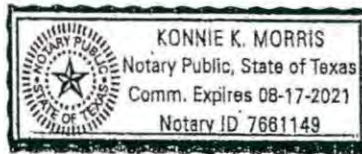
Konnie K. Morris

Signature

Konnie K Morris

Printed Name

My Commission Expires: 8-17-2021



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

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

THIS FORM MUST BE INCLUDED WITH YOUR SEALED BID

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of Texas

County of Bexar

Konnie K. Morris, being first duly sworn, deposes and says that:

(1) He/She is Loren Miller of Core and Main, LP., 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 Val Verde County (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)

Loren Miller

District Manager

Title

Subscribed and sworn to me this 27th day of February.

By:

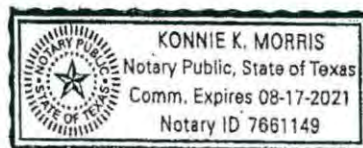
Konnie K. Morris

Notary Public

My commission expires 8-17-2021

NONCOLLUSION AFFIDAVIT
OF PRIME BIDDER

VVC.002



BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, Core & Main LP
as PRINCIPAL, and Federal Insurance Company as SURETY are held and firmly bound unto the
County of Val Verde hereinafter called the "Local Public Agency," in the penal sum of:

Five Percent of Amount Bid
Dollars (\$ 5% of Amt. Bid), 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 February 27, 2019 for Val Verde County, 2018 Ridgeline
Drive Water Line Improvements, TxDBG Contract No. 7218026 (Pipeline Materials Supply Only).

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.

_____ (SEAL)

_____ (SEAL)

Answer:

Affix Mary Lynn Padilla

By:

Core & Main LP

By:

Core & Main LP
Cynthia Farrell Corporate
Cynthia Farrell, Attorney-In-Fact Seal

Attest:

Affix Aklima Noorhassan, Attorney-In-Fact

By:

Federal Insurance Company

By

Francesca Kazmierczak, Attorney-In-Fact Seal

Attorney-in-Fact, State of New York

VVC.002

LIMITED POWER OF ATTORNEY

The undersigned, Core & Main LP, a Florida limited partnership (the "Company"), hereby designates Susan Welsh, KeAna Conrad, Cynthia Farrell, Frances Rodriguez, Camille Cruz, Sara Owens, Melissa Fortier, Elizabeth Sterling, Jennifer Jakaitis, Marina Tapia, Marisa Thielen and Wayne McVaugh of Aon Corporation as its attorneys in fact (referred to individually or collectively as "the Agent") on the following terms and conditions:

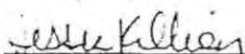
1. **Authority to Act.** The Agent is authorized to act for the Company under this Power of Attorney.
2. **Powers of Agent.** The Agent shall have the full power and authority to execute and deliver surety, performance, bid and payment bonds (collectively, "Bonds") in an amount not to exceed \$10,000,000.00 per Bond, upon receipt by the Agent of a written request for a Bond from an individual or individuals at the Company or its subsidiaries duly authorized to make such a request.
3. **Reliance by Third Parties.** Third parties may rely upon the representations of the Agent as to all matters regarding powers granted to the Agent. No person who acts in reliance on the representations of the Agent or the authority granted under this Power of Attorney shall incur any liability to the Company for permitting the Agent to exercise any power prior to actual knowledge that the Power of Attorney has been revoked or terminated by operation of law or otherwise.
4. **Indemnification of Agent.** No agent named or substituted in this power shall incur any liability to the Company for acting or refraining from acting under this power, except for such agent's own misconduct or negligence.
5. **Original Counterparts.** Photocopies of this signed Power of Attorney shall be treated as original counterparts.
6. **Compensation.** The Agent shall be reimbursed for reasonable expenses incurred while acting as Agent and may receive reasonable compensation for acting as Agent.

Dated: September 1, 2017

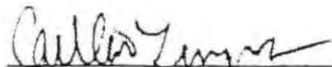


Name: Mark Witkowski

Signed in the presence of:



Witness



Witness

Subscribed and sworn to before me on 9/1/2017



Notary Public, [County/State] Missouri

My commission expires: 2-29-2020

(SEAL)



CHUBB'

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint Debra A. Deming, Sandra Diaz, Cynthia Farrell, Peter Healy, Francesca Kazmierczak, Kristine Mendez, Aklima Noorhassan, Frances Rodriguez and Nancy Schnee of New York, New York

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this 4th day of October, 2018.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

ss.

On this 4th day of October, 2018, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2318365
Commission Expires July 16, 2019

Katherine J. Adelaar
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this

FEB 27 2019



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3636 e-mail: surety@chubb.com

FEDERAL INSURANCE COMPANY

STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

Statutory Basis

DECEMBER 31, 2017

(in thousands of dollars)

ASSETS		LIABILITIES AND SURPLUS TO POLICYHOLDERS	
Cash and Short Term Investments.....	\$ (78,340)	Outstanding Losses and Loss Expenses	\$ 10,545,326
United States Government, State and Municipal Bonds	7,063,387	Unearned Premiums.....	2,087,124
Other Bonds.....	5,366,068	Ceded Reinsurance Premiums Payable.....	739,431
Stocks.....	134,041	Provision for Reinsurance	57,140
Other Invested Assets.....	1,006,599	Other Liabilities.....	1,044,341
 TOTAL INVESTMENTS	 13,491,755	 TOTAL LIABILITIES	 14,473,362
Investments in Affiliates:			
Chubb Investment Holdings, Inc.	3,890,677	Capital Stock.....	20,980
Great Northern Insurance Company	557,388	Paid-In Surplus.....	3,209,193
Vigilant Insurance Company.....	327,316	Unassigned Funds	4,066,505
Chubb Indemnity Insurance Company.....	171,786	 SURPLUS TO POLICYHOLDERS.....	 7,296,678
Chubb National Insurance Company	171,493		
Chubb European Investment Holdings, SLP .	119,836		
Other Affiliates	76,806		
Premiums Receivable	1,594,780		
Other Assets	1,368,203		
 TOTAL ADMITTED ASSETS	 \$ 21,770,040	 TOTAL LIABILITIES AND SURPLUS.....	 \$ 21,770,040

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners.
At December 31, 2017, investments with a carrying value of \$558,430,596 were deposited with government authorities
as required by law.

State, County & City of New York, — ss:

Dawn M. Chloros, Assistant Secretary _____ of the Federal Insurance Company
being duly sworn, deposes and says that the foregoing Statement of Assets, Liabilities and Surplus to Policyholders of said
Federal Insurance Company on December 31, 2017 is true and correct and is a true abstract of the Annual Statement of said
Company as filed with the Secretary of the Treasury of the United States for the 12 months ending December 31, 2017.
Subscribed and sworn to before me
this March 1, 2018.

Jeanette Shipsey
Notary Public

JEANETTE SHIPSEY
Notary Public, State of New York
No. 02SH5074142
Qualified in Nassau County
Commission Expires March 10, 2019

Dawn M. Chloros
Assistant Secretary

Policyholder Information Notice

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Chubb's toll-free telephone number for information or to make a complaint at

1-800-36-CHUBB

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

1-800-252-3439

You may write the Texas Department of Insurance

P.O. Box 149104
Austin, TX 78714-9104
FAX # (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

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

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para someter una queja:

Usted puede llamar al número de teléfono gratis de Chubb's para información o para someter una queja al

1-800-36-CHUBB

Puede comunicarse con el Departamento de Seguros de Texas para obtener información acerca de compañías, coberturas, derechos o quejas al

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas

P.O. Box 149104
Austin, TX 78714-9104
FAX # (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concierne a su prima o a un reclamo, debe comunicarse con el agente primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para propósito de información y no se convierte en parte o condición del documento adjunto.

BID PROPOSAL

Place: Val Verde County

Date: 2/27/2019

KSA Project No.: VVC.002

TxCDBG Contract No.: 7218026

Proposal of Core and Main, LP. (hereinafter called Bidder) a corporation, organized and existing under the laws of the State of Texas /a partnership/an individual doing business as _____ (cross out non-applicable references).

To the: Val Verde County
400 Pecan Street
Del Rio, TX 78840
(hereinafter called Owner).

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of **2018 Ridegeline Drive Water Line Improvements, TxCDBG Contract No. 7218026 (Pipeline Materials Supply Only)** having examined the specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within time specified by Owner. Bidder further agrees to pay as liquidated damages, the sum of \$500.00 for each consecutive calendar day in excess of the consecutive calendar days stated above.

Bidder acknowledges receipt of the following addenda:

Addendum No. 1, dated _____;

Addendum No. 2, dated _____;

Addendum No. 3, dated _____.

Val Verde County, Del Rio, Texas

2018 Ridgeline Drive Waterline Improvements, TxCDBG No. 7218026 (Pipeline Materials Supply Only)

BID NO.	QTY	UNIT	DESCRIPTION (with unit price in words)	UNIT PRICE	TOTAL PRICE
1.01	16,054	LF	8" DR18 C-900 PVC (Reference Section 01200.1.2.A) at Eight Dollars and Nineteen Cents per linear foot	\$8.19	\$131,404.40
1.02	17	EA	8" Gate Valve (Reference Section 01200.1.2.B) at One-Thousand, Ninety-four Dollars and Sixteen Cents per each	\$1,094.16	\$18,600.72
1.03	22	EA	3/4-inch Long Side Water Service (Reference Section 01200.1.2.C) at Five-Hundred & Forty Dollars and Sixty-Six Cents per each	\$540.66	\$11,894.50
1.04	22	EA	1-in Backflow Preventer (Reference Section 01200.1.2.D) at Three-Hundred & Fifty-Five Dollars and Ninety-Six Cents per each	\$355.96	\$7,831.12
1.05	16	EA	8-in x 6-in MJ Reducing Tee (Reference Section 01200.1.2.E) at Four-Hundred & Fifty-Two Dollars and Ninety-Four Cents per each	\$452.94	\$7,247.04
1.06	15	EA	8-in MJ Ductile Iron 11.25 deg Bend (Reference Section 01200.1.2.F) at Two-Hundred & Ninety-Two Dollars and Thirty-One Cents per each	\$292.31	\$4,384.65
1.07	3	EA	8-in MJ Ductile Iron 22.5 deg Bend (Reference Section 01200.1.2.G) at Three-Hundred & Six Dollars and Two Cents per each	\$306.02	\$918.06
1.08	4	EA	8-in MJ Ductile Iron 45 deg Bend (Reference Section 01200.1.2.H) at Three-Hundred & Nine Dollars and Sixty-Seven Cents per each	\$309.67	\$1,238.68
1.09	16	EA	Fire Hydrant Assembly (Reference Section 01200.1.2.I) at Three-Thousand & Ninety-Eight Dollars and One Cent per each	\$3,098.01	\$49,568.16
1.10	225	CY	Concrete for Thrust Blocking (Reference Section 01200.1.2.J) at Six Dollars and Forty Cents per cubic yard	\$6.40	\$1,247.40
1.11	2,000	LF	Erosion Control Logs (Reference Section 01200.1.2.K) at Zero Dollars and Ninety-Five Cents per linear foot	\$0.95	\$1,895.40
1.12	18,000	SY	Seeding (Reference Section 01200.1.2.L) at No Bid Dollars and No Bid Cents per square yard	\$No Bid	\$No Bid
RIDGELINE WATER LINE IMPROVEMENTS - TOTAL AMOUNT:					\$236,422.13

Notes:

1. The quantities shown above are estimates only. The bidder understands that this is a unit price bid and that payment will be made
2. Refer to Section 01200 of the Specifications for descriptions of the bid items above.

Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern. The above price shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work.

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

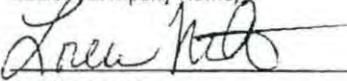
The bidder agrees that this bid shall be good and may not be withdrawn for a period of 90 days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the award of this bid, bidder will execute the Contract Documents within 10 days.

Respectfully submitted,

Core and Main, LP.

Bidder (Company Name)



By (Signature)

Loren Miller

Print Name

District Manager

Title

(SEAL - if bid is by a corporation)

7620 Grissom Road

Address

San Antonio / Bexar / Texas

City / County / State

210-657-1632

Telephone Number

Brandon.Smith3@coreandmain.com

Email

03-0550887

Federal ID Number

Certification Regarding Lobbying

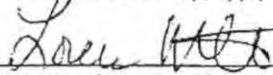
(To be submitted with each bid or offer exceeding \$100,000)

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, Core and Main, LP., 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

Loren Miller / District Manager
Printed Name and Title of Contractor's Authorized Official

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: a. contract ___ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application ___ b. initial award c. post-award	3. Report Type: a. initial filing ___ b. material change
4. Name and Address of Reporting Entity: ___ Prime ___ Subawardee Tier ___, if Known.	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:	
Congressional District, if known:		Congressional District, if known:
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
7. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
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: <u>Loren Miller</u> Print Name: <u>Loren Miller</u> Title: <u>District Manager</u> Telephone No.: <u>210-657-1632</u> Date: <u>2/27/2019</u>		
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

STANDARD FORM OF AGREEMENT
FOR OWNER-CONTRACTOR PROJECTS

STATE OF TEXAS }
COUNTY OF VAL VERDE }

THIS AGREEMENT, made and entered into this 7th day of March, 2019 by and between the COUNTY of Val Verde, and STATE of Texas, acting through its Judge, thereunto duly authorized so to do, Party of the First Part, hereinafter termed OWNER, and Core and Main, LP of the CITY of San Antonio, COUNTY of Bexar, and STATE of Texas, Party of the Second Part, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Party of the First Part (OWNER) and under the conditions expressed in the bond bearing even date herewith, the said Party of the Second Part (CONTRACTOR), hereby agrees with the said Party of the First Part (OWNER) to commence and complete the construction of certain improvements described as follows:

**2018 Ridgeline Drive Water Line Improvements
TxCDBG No. 7218026 (Pipeline Materials Supply Only)**

and all extra work in connection therewith, under the terms as stated in the General Conditions of the Agreement and at his (or their) own proper cost and expense to furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said construction, in accordance with the Notice to Bidders, General Conditions of Agreement, Special Conditions, Plans and other drawings and printed or written explanatory matter thereof, and the Specifications and addenda therefore, as prepared by KSA herein entitled the ENGINEER, each of which has been identified by the CONTRACTOR and the ENGINEER, together with the CONTRACTOR'S written proposal, the General Conditions of the Agreement, the Performance and Payment Bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire contract.

The CONTRACTOR hereby agrees to commence work within ten (10) calendar days after the date written notice to do so shall have been given to him, and to substantially complete within **calendar days specified by Owner** after issuance of the "Notice to Proceed", subject to such extensions of time as are provided by the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds the price or prices shown in the proposal, which forms a part of this contract, such payments to be subject to the General Conditions of the contract.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day first above written.

Val Verde County
Party of the First Part (OWNER)

By: _____

ATTEST: _____



Core & Main, LP
Party of the Second Part (Contractor)

By: _____

ATTEST: _____

Bond No. 82526102

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

Core & Main LP
(Name of Contractor or Company)

13790 Judson Road, San Antonio, TX 78233
(Address)

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

Federal Insurance Company
(Name of Surety Company)

202B Hall's Mill Road, Whitehouse Station, NJ 08889
(Address)

hereinafter called Surety, are held and firmly bound unto

Val Verde County
(Name of Recipient)

400 Pecan Street, Del Rio, TX 78840
(Recipient's Address)

hereinafter called OWNER, in the penal sum of Two Hundred Thirty Six Thousand Five Hundred Five And 21/100

Dollars (\$236,505.21) 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 7th day of March, 2019 a copy of which is hereto attached and made a part hereof for the construction of:

2018 Ridgeline Drive Water Line Improvements (Pipeline Materials Supply Only)
TxCDBG Contract No. 7218026

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 5 counterparts, each one of which shall be

deemed an original, this the 15th day of March, 2019.

Witness

ATTEST:

Francesca Kazmierczak
(Principal Secretary), Francesca Kazmierczak

Core & Main LP
(Principal)

By

Francis Rodríguez, Attorney-In-Fact

(s)

(SEAL)

Mary Lynn Padilla
(Witness as to Principal), Mary Lynn Padilla

13790 Judson Road

Address)

165 Broadway, New York, NY 10006

(Address)

San Antonio, TX 78233

ATTEST:

Federal Insurance Company

(Surety)

Sandra Diaz
(Witness as to Surety), Sandra Diaz

By

Cynthia Farrell
(Attorney in Fact), Cynthia Farrell

165 Broadway, New York, NY 10006

(Address)

202B Hall's Mill Road, Whitehouse Station, NJ 08889

(Address)

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

LIMITED POWER OF ATTORNEY

The undersigned, Core & Main LP, a Florida limited partnership (the "Company"), hereby designates Susan Welsh, KeAna Conrad, Cynthia Farrell, Frances Rodriguez, Camille Cruz, Sara Owens, Melissa Fortier, Elizabeth Sterling, Jennifer Jakaitis, Marina Tapia, Marisa Thielen and Wayne McVaugh of Aon Corporation as its attorneys in fact (referred to individually or collectively as "the Agent") on the following terms and conditions:

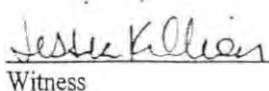
1. **Authority to Act.** The Agent is authorized to act for the Company under this Power of Attorney.
2. **Powers of Agent.** The Agent shall have the full power and authority to execute and deliver surety, performance, bid and payment bonds (collectively, "Bonds") in an amount not to exceed \$10,000,000.00 per Bond, upon receipt by the Agent of a written request for a Bond from an individual or individuals at the Company or its subsidiaries duly authorized to make such a request.
3. **Reliance by Third Parties.** Third parties may rely upon the representations of the Agent as to all matters regarding powers granted to the Agent. No person who acts in reliance on the representations of the Agent or the authority granted under this Power of Attorney shall incur any liability to the Company for permitting the Agent to exercise any power prior to actual knowledge that the Power of Attorney has been revoked or terminated by operation of law or otherwise.
4. **Indemnification of Agent.** No agent named or substituted in this power shall incur any liability to the Company for acting or refraining from acting under this power, except for such agent's own misconduct or negligence.
5. **Original Counterparts.** Photocopies of this signed Power of Attorney shall be treated as original counterparts.
6. **Compensation.** The Agent shall be reimbursed for reasonable expenses incurred while acting as Agent and may receive reasonable compensation for acting as Agent.

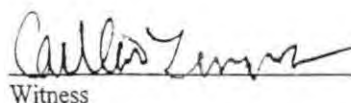
Dated: September 1, 2017



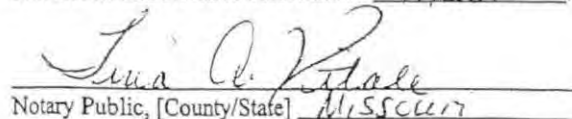
Name: Mark Witkowski

Signed in the presence of:


Witness


Witness

Subscribed and sworn to before me on 9/1/2017


Notary Public, [County/State] Missouri

My commission expires: 2-29-2020

(SEAL)



CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint Debra A. Deming, Sandra Diaz, Cynthia Farrell, Peter Healy, Francesca Kazmierczak, Kristine Mendez, Aklima Noorhassan, Frances Rodriguez and Nancy Schnee of New York, New York-----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than ball bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this 4th day of October, 2018.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

SS.

On this 4th day of October, 2018, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2318865
Commission Expires July 16, 2019

Katherine J. Adelaar

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this

MAR 15 2019

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary



IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

FEDERAL INSURANCE COMPANY

STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

Statutory Basis

DECEMBER 31, 2017

(in thousands of dollars)

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Chubb Investment Holdings, Inc.	3,890,677	Capital Stock.....	20,980
Great Northern Insurance Company	557,388	Paid-In Surplus.....	3,209,193
Vigilant Insurance Company.....	327,316	Unassigned Funds	4,066,505
Chubb Indemnity Insurance Company.....	171,786		
Chubb National Insurance Company	171,493	SURPLUS TO POLICYHOLDERS	7,296,678
Chubb European Investment Holdings, SLP .	119,836		
Other Affiliates	76,806		
Premiums Receivable	1,594,780		
Other Assets	1,368,203		
TOTAL ADMITTED ASSETS	\$ 21,770,040	TOTAL LIABILITIES AND SURPLUS	\$ 21,770,040

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners.
At December 31, 2017, investments with a carrying value of \$558,430,596 were deposited with government authorities
as required by law.

State, County & City of New York, — ss:

Dawn M. Chloros, Assistant Secretary of the Federal Insurance Company
being duly sworn, deposes and says that the foregoing Statement of Assets, Liabilities and Surplus to Policyholders of said
Federal Insurance Company on December 31, 2017 is true and correct and is a true abstract of the Annual Statement of said
Company as filed with the Secretary of the Treasury of the United States for the 12 months ending December 31, 2017.
Subscribed and sworn to before me
this March 1, 2018.

Jeanette Shipsey
Notary Public

JEANETTE SHIPSEY
Notary Public, State of New York
No. 02SH5074142
Qualified in Nassau County
Commission Expires March 10, 2019

Dawn M. Chloros
Assistant Secretary

Policyholder Information Notice

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Chubb's toll-free telephone number for information or to make a complaint at

1-800-36-CHUBB

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

1-800-252-3439

You may write the Texas Department of Insurance

P.O. Box 149104

Austin, TX 78714-9104

FAX # (512) 475-1771

Web: <http://www.tdi.state.tx.us>

E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

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

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para someter una queja:

Usted puede llamar al número de teléfono gratis de Chubb's para información o para someter una queja al

1-800-36-CHUBB

Puede comunicarse con el Departamento de Seguros de Texas para obtener información acerca de compañías, coberturas, derechos o quejas al

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas

P.O. Box 149104

Austin, TX 78714-9104

FAX # (512) 475-1771

Web: <http://www.tdi.state.tx.us>

E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para propósito de información y no se convierte en parte o condición del documento adjunto.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Core and Main, LP.
San Antonio, TX United States

Certificate Number:
2019-463757

Date Filed:
03/14/2019

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Val Verde County, Texas

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

7218026
supply of material only

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



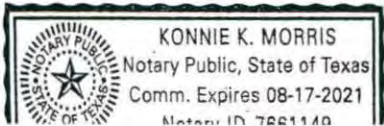
6 UNSWORN DECLARATION

My name is Thomas Maxey, and my date of birth is 12/30/1970.

My address is 13790 Judson Rd., San Antonio, Tx, 78233, USA.
(street) (city) (state) (zip code) (country)

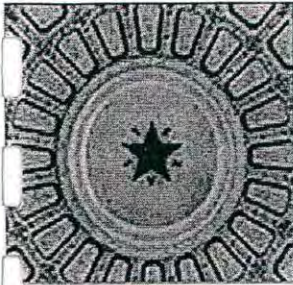
I declare under penalty of perjury that the foregoing is true and correct.

Executed in Bexar County, State of Texas, on the 22 day of March, 2019.
(month) (year)



Konnie K. Morris

Signature of authorized agent of contracting business entity
(Declarant)



TEXAS ETHICS COMMISSION

Promoting Public Confidence in Government

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Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

The law applies (with a few exceptions) only to a contract between a business entity and a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

Changed or Amended Contracts:

Form 1295 is only required for a change made to an existing contract in certain circumstances: (1) if a Form 1295 was not filed for the existing contract, then a filing is only required if the changed contract either requires an action or vote by the governing body or the value of the changed contract is at least \$1 million; or (2) if a Form 1295 was filed for the existing contract, then another filing is only required for the changed contract if there is a change to the information disclosed in the Form 1295, the changed contract requires an action or vote by the governing body, or the value of the changed contract increases by at least \$1 million.

As required by law, the Commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The Commission also adopted rules (Chapter 46) to implement the law. The Commission does not have any additional authority to enforce or interpret section 2252.908 of the Government Code.

Filing Process:

A business entity must use the Form 1295 filing application the Commission created to enter the required information on Form 1295 and print a copy of the completed form. Once entered into the filing application, the completed form will include a unique certification number, called a “certification of filing.”

An authorized agent of the business entity must sign the printed copy of the form affirming under the penalty of perjury that the completed form is true and correct.

The completed, printed, and signed Form 1295 bearing the unique certification of filing number must be filed with the governmental body or state agency with which the business entity is entering into the contract.

Acknowledgment by State Agency or Governmental Entity:

The governmental entity or state agency must acknowledge receipt of the filed Form 1295 with the certification of filing, using the Commission's filing application, not later than the 30th day after the date the governing body or state agency receives the Form 1295. The Commission will post the completed Form 1295 to its website within seven business days after the governmental entity or state agency acknowledges receipt of the form.

Additional Information:

Section 2252.908, Government Code.

Certificate of Interested Parties (Form 1295)**

****This is a sample form for illustration purposes only. DO NOT FILL OUT THIS SAMPLE FORM. Form 1295 MUST BE FILED ELECTRONICALLY! Paper copies and PDF copies of this sample form are not accepted!**

Chapter 46, Ethics Commission Rules (includes new rule 46.4, regarding changes to contracts, which went into effect on January 1, 2017)

Last Revision: December 21, 2017

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Materials/Equipment

General Contract Conditions

1. Materials and Workmanship

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

2. Samples and Tests

- a) Approval of any materials shall be general only and shall not constitute a waiver of the Grant Recipient's right to demand full compliance with Contract requirements. After actual deliveries, the Engineer will have such check tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval.
- b) Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:
 - The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the Engineer;
 - The Contractor shall assume all costs of re-testing materials which fail to meet contract requirements;
 - The Contractor shall assume all costs of testing materials offered in substitution for those found deficient; and
 - The Grant Recipient will pay all other expenses.

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

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

4. Equal Opportunity Clause

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

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

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each

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

- b) The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.
5. Section 109 of the Housing and Community Development Act of 1974
No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
6. Age Discrimination Act of 1975.
The Contractor shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
7. Debarment and Suspension (Executive Orders 12549 and 12689)
A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
8. Access to Records
The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, and the 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.
9. Retainage of Records [if materials are paid with CDBG funds]
Grantees or subgrantees must retain all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.
10. Termination for Cause [for Contracts > \$10K]

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

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

11. Termination for Convenience of the County [for Contracts > \$10K]

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.

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/County; (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.

12. Liquidated Damages

Since the actual damages for any delay under this contract are impossible to determine, the Contractor shall be liable for and shall pay to the Grant Recipient the sum of Five Hundred Dollars \$500 as fixed, agreed and liquidated damages for each calendar day of delay from the above stipulated time for delivery.

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

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.

ATTORNEY REVIEW CERTIFICATION

I, the undersigned, _____, the duly authorized and acting legal representative of the Val Verde County, 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: _____

ATTORNEY REVIEW
CERTIFICATION

VVC.002

TECHNICAL SPECIFICATIONS

DIVISION 01

SECTION 01010
SUMMARY OF WORK

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Contract Description
- B. Contractor Use of Site and Premises

1.2 CONTRACT DESCRIPTION

- A. Work under this contract includes:
 - 1. Construction of 8 inch water line installed in along Ridgeline Drive including gate valves, fire hydrants, connection to existing water lines, and associated water line appurtenances.

1.3 CONTRACTOR USE OF SITE AND PREMISES

- A. Limit use of site and premises to allow:
 - 1. Owner occupancy and operation of water system.
 - 2. Work by others and work by Owner.
- B. The Contractor shall be responsible for any and all damages caused by the Contractor's activities whether within the designated right-of-ways or private property.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01019

CONTRACT CONSIDERATIONS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Miscellaneous Allowance
- B. Franchise Utility Coordination
- C. Schedule of Values
- D. Application for Payment
- E. Change Procedures
- F. Defect Assessment
- G. Measurement and Payment - Unit Prices
- H. Measurement and Payment – Lump Sum Prices
- I. Payment – Materials on Hand

1.2 MISCELLANEOUS ALLOWANCE

- A. Included in the Contract is a Miscellaneous Allowance for use upon the Owner's instruction.
- B. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, bonding, equipment rental, overhead, and profit will be included in a written field order authorizing expenditure of funds from this Allowance.
- C. Funds will be drawn from the Miscellaneous Allowance only by an approved written field work order or change order.
- D. At closeout of Contract, funds remaining in Miscellaneous Allowance will be retained by the Owner.

1.3 FRANCHISE UTILITY COORDINATION

- A. Coordination with Existing Franchise Utility Companies
 - 1. The Contractor is hereby advised that known utility companies occupy the area in which the work is to be performed. The Contractor shall notify each of the

utility companies at least 72 hours prior to the beginning of any construction within the vicinity of the existing utilities.

2. The Engineer will provide the Contractor with all information in his possession as to the location of utilities, but it shall be the responsibility of the Contractor to contact each utility for the exact marking and location of each utility. The Contractor shall locate, identify, and protect all existing utilities with the project limits (whether shown on the Plans or not) and shall repair any damage to the utilities at no cost to the Owner.
3. The Contractor shall notify the Engineer of any grade conflicts between proposed work and existing utilities. Should there be necessary relocations or adjustments, the Contractor shall coordinate the required relocation or adjustments with the existing utility companies and shall extend full cooperation to the said utility companies.

1.4 SCHEDULE OF VALUES

- A. Submit a printed schedule on AIA Form G703 - Application and Certificate for Payment Continuation Sheet. EJCDC 1910-8-E, Contractor's standard form or electronic media printout will be considered.
- B. Submit Schedule of Values in duplicate within 15 days after date established in Notice to Proceed.
- C. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the major specification Section. Identify site mobilization, bonds and insurance.
- D. Revise schedule to list approved Change Orders with each Application for Payment.

1.5 APPLICATIONS FOR PAYMENT

- A. Submit three (3) copies of each application on AIA Form G702 - Application and Certificate for Payment and AIA Form G703 - Continuation Sheet. AIA G722 - Project Application and Project Certificate for Payment and AIA G723 - Project Application Summary. Contractor's electronic media driven form or EJCDC 1910-8-E is acceptable.
- B. Content and Format - Utilize Schedule of Values for listing items in Application for Payment.
- C. Payment Period: Refer to General Conditions.
- D. Include an updated construction progress schedule.

1.6 CHANGE PROCEDURES

- A. The Engineer will advise of minor changes in the Work not involving an adjustment to Contract Sum/Price or Contract Time as authorized by issuing supplemental instructions.
- B. The Engineer may issue a Notice of Change which includes a detailed description of a proposed change with supplementary or revised Plans and specifications, and a change in Contract Time for executing the change. Contractor will prepare and submit an estimate within ten (10) days.
- C. The Contractor may propose changes by submitting a request for change to the Engineer, describing the proposed change and its full effect on the Work. Include a statement describing the reason for the change, and the effect on the Contract Sum/Price and Contract Time with full documentation and a statement describing the effect on Work by separate or other Contractors. Document any requested substitutions in accordance with Section 01600.
- D. Stipulated Sum/Price Change Order: Based on Notice of Change and Contractor's fixed price quotation or Contractor's request for a Change Order as approved by Engineer.
- E. Unit Price Change Order: For contract unit prices and quantities, the Change Order will be executed on a fixed unit price basis. For unit costs or quantities of units of work which are not pre-determined, execute Work under a Work Directive Change.
- F. Construction Change Directive: Engineer may issue a directive, on AIA Form G713 - Construction Change Directive, EJCDC 1910-8-F Work Directive Change or Engineer's standard form signed by the Owner, instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work and designate method of determining any change in Contract Sum/Price or Contract Time. Promptly execute the change.
- G. Change Order: Submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract.
- H. Change Order Forms: AIA G701, AIA G701/CM Change Order, EJCDC 1910-8-B Change Order, or Engineer's standard form.
- I. Execution of Change Orders: Engineer will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.

1.7 DEFECT ASSESSMENT

- A. Replace the Work, or portions of the Work, not conforming to Contract Documents.
- B. If, in the opinion of the Engineer, it is not practical to remove and replace the Work, the Engineer will direct an appropriate remedy or adjust payment.

1.8 MEASUREMENT AND PAYMENT - UNIT PRICES

- A. Authority: Measurement methods are delineated in the individual Specification sections.
- B. Take measurements and compute quantities. The Engineer will verify measurements and quantities.
- C. Unit Quantities: Quantities and measurements indicated in the Proposal are for Contract purposes only. Quantities and measurements supplied or placed in the Work shall determine payment. Actual quantities provided shall determine payment.
- D. Payment Includes: Full compensation for required labor, products, tools, equipment, plant and facilities, transportation, services and incidentals, erection, application or installation of an item of the Work overhead and profit.

1.9 MEASUREMENT AND PAYMENT – LUMP SUM PRICES

- A. This section of the Specifications covers the components considered to be a portion of each pay item as may or may not be listed in Proposal and is furnished to aid the Contractor in preparing his bid.
 - 1. Of necessity, the items described as components of the various items are discussed in a general manner only, describing the major pieces of equipment and/or materials.
 - 2. Any items and/or appurtenances not specifically mentioned shall be considered a portion of the bid item to which, in the opinion of the Engineer, its function is most directly related.
 - 3. Failure to list all items and/or appurtenances does not relieve the Contractor from furnishing all apparatuses, devices, labor, or materials of whatever nature required for a complete and operating installation in accordance with the intent of the Contract Documents.
- B. The successful Contractor shall, as soon as possible after award of the Contract, submit a list itemizing the components of each Lump Sum Bid Item and their respective costs to be used as an aid in the preparation of partial payments.

1.10 PAYMENT – MATERIALS ON HAND

- A. The Contractor is responsible for all equipment and materials ordered and/or delivered to the Project.
- B. No additional payments shall be made to the Contractor and/or suppliers for excess materials not incorporated into the Project.
- C. Any and all payments made by the Owner for equipment or materials as “materials on hand” not utilized in the Work shall be deducted from the retainage.

D. All equipment and/or materials not incorporated into the Project shall be removed from the Project at the Contractor's expense.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01027

APPLICATIONS FOR PAYMENT

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Procedures for preparation and submittal of applications for payment.

1.2 RELATED SECTIONS

- A. Section 01019 - Contract Considerations: Procedures for changes to the Work.
- B. Section 01019 - Contract Considerations: Schedule of values.
- C. Section 01300 - Submittals: Submittal procedures.
- D. Section 01700 - Contract Closeout: Final payment.

1.3 FORMAT

- A. AIA G702 - Application and Certificate for Payment and AIA G703 - Continuation Sheet, AIA G722 - Project Application and Project Certificate for Payment and AIA G723 - Project Application Summary, EJCDC 1910-8-E - Application for Payment, Contractor's electronic media driven form including continuation sheets when required. Other Engineer approved forms may be used.
- B. 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

1.4 PREPARATION OF APPLICATIONS

- A. Present required information in typewritten form or electronic media printout.
- B. Execute certification by signature of authorized officer.

- C. 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.
- D. List each authorized Change Order as an extension on AIA G703 - Continuation Sheet, listing Change Order number and dollar amount as for an original item of Work.
- E. Prepare Application for Final Payment as specified in Section 01700.

1.5 SUBMITTAL PROCEDURES

- A. Submit three (3) copies of each Application for Payment.
- B. Submit an updated construction schedule with each Application for Payment.
- C. Payment Period: Submit at intervals stipulated in the Agreement.
- D. Include the following with the application:
- E.
 - 1. Partial release of liens from major subcontractors and vendors.
 - 2. Affidavits attesting to off-site stored products.
 - 3. Construction progress schedules, revised and current.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01039

COORDINATION AND MEETINGS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Coordination and Project Conditions
- B. Field Engineering
- C. Preconstruction Meeting
- D. Progress Meetings

1.2 COORDINATION AND PROJECT CONDITIONS

- A. Coordinate scheduling, submittals, and Work of the various sections of the Project to ensure efficient and orderly sequence of installation.
- B. Coordinate completion and clean-up of Work of separate sections in preparation for Substantial Completion.
- C. After Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents to minimize disruption of Owner's activities

1.3 FIELD ENGINEERING

- A. Engineer will locate survey control and reference points. Protect control points during construction. Replacement of damaged control and reference points shall be at the Contractor's expense.
- B. Control datum for survey is that shown on Drawings.

1.4 PRECONSTRUCTION MEETING

- A. Engineer will schedule a meeting after Notice of Award.
- B. Attendance Required: Owner, Engineer, Contractor, and major Subcontractors.
- C. Agenda:
 - 1. Distribution of Contract Documents.

2. Submission of list of Subcontractors, list of Products, schedule of values, progress schedule, and anticipated pay request schedule.
 3. Designation of personnel representing the parties in Contract and the Engineer.
 4. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 5. Scheduling.
 6. Contractor's access to site.
 7. Coordination of tie-ins.
- D. Engineer to record minutes and distribute copies within five (5) days after meeting to participants.

1.5 PROGRESS MEETINGS

- A. If deemed necessary by Owner or Engineer, schedule and administer monthly meetings throughout progress of the Work.
- B. Engineer will make arrangements for meetings, prepare agenda with copies for participants and preside at meetings.
- C. Attendance Required: Job superintendent, major Subcontractors and suppliers, Owner, Engineer, Resident Project Representative, as appropriate to agenda topics for each meeting.
- D. Agenda:
 1. Review minutes of previous meetings.
 2. Review of Work progress.
 3. Field observations, problems, and decisions.
 4. Identification of problems which impede planned progress.
 5. Review of submittals schedule and status of submittals.
 6. Review of off-site fabrication and delivery schedules.
 7. Corrective measures to regain projected schedules.
 8. Planned progress during succeeding work period.

- 9. Coordination of projected progress.
- 10. Effect of proposed changes on progress schedule and coordination.
- 11. Other business relating to work.

E. Engineer will record minutes and distribute copies within five (5) days after meeting to participants.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 01041

PROJECT COORDINATION

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Construction Mobilization
- B. Schedules
- C. Submittals
- D. Closeout Procedures.

1.2 CONSTRUCTION MOBILIZATION

- A. Coordinate with the Project Representative in allocation of mobilization areas of site; for field offices and sheds, for access, traffic, and parking facilities.
- B. During construction, coordinate use of site and facilities through the Project Representative.
- C. Coordinate with Project Representative's procedures for intra-project communications; submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.
- D. Coordinate with instructions of the Project Representative for use of temporary utilities and construction facilities.

1.3 SCHEDULES

- A. Submit preliminary progress schedule in accordance with Section 01300 coordinated with Project construction schedule.
- B. After review, revise and resubmit schedule to comply with revised Project schedule.
- C. During progress of work revise and resubmit with Applications for Payment.

1.4 SUBMITTALS

- A. Provide submittals to Project Engineer for review and transmittal to Engineer.
- B. Submit preliminary shop drawings, product data and samples in accordance with Section 01300 for review and compliance with Contract Documents, for field

dimensions and clearances, for relation to available space, and for relation to work of separate contracts. Revise and resubmit as required.

- C. Submit applications for payment on AIA G702, EJCDC 1910-8-E, AIA G722 and G723, or Engineer approved forms for review and for transmittal to Engineer.
- D. Submit requests for interpretation of Contract Documents, and obtain instructions through the Project Representative.
- E. Process requests for substitutions, and change orders, through the Project Coordinator.
- F. Deliver closeout submittals for review and preliminary inspection reports, for transmittal to Engineer.

1.5 CLOSEOUT PROCEDURES

- A. Notify Project Representative when Work is considered ready for Substantial Completion. Accompany Project Representative on preliminary inspection to determine items to be listed for completion or correction in Contractor's Notice of Substantial Completion.
- B. Coordinate with Project Representative to correct items of work listed in executed Certificates of Substantial Completion.
- C. Notify Project Representative when Work is considered finally complete. Accompany Project Representative on preliminary final inspection.
- D. Coordinate with Project Representative for completion of items of Work determined by Engineer's final inspection.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01090

REFERENCE STANDARDS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Quality Assurance

1.2 QUALITY ASSURANCE

- A. For Products or workmanship specified by association, trade or other consensus standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by date of issue current on date of Contract Documents.
- C. Obtain copies of standards when required by the Contract Documents.
- 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 the Engineer before proceeding.
- F. Neither the contractual relationship, duties, and responsibilities of the parties in Contract nor those of the Engineer shall be altered by the Contract Documents by mention or inference otherwise in any reference document.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01200

BID ITEM DESCRIPTIONS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. This section of the Specifications covers the components considered to be a portion of each pay item as may or may not be listed in the Unit Price Schedule and is furnished to aid the Contractor in preparing his bid.
 - 1. Of necessity, the items described as components of the various items are discussed in a general manner only, describing the major pieces of equipment and/or materials.
 - 2. Any items and/or appurtenances not specifically mentioned shall be considered a portion of the bid item to which, in the opinion of the Engineer, its function is most directly related.
 - 3. Failure to list all items and/or appurtenances does not relieve the Contractor from furnishing all apparatuses, devices, labor, or materials of whatever nature required for a complete and operating installation in accordance with the intent of the Plans, approved Shop Drawings, and the Specifications.
- B. The successful Contractor shall, as soon as possible after award of the Contract, submit a list itemizing the components of each Lump Sum Bid Item and their respective costs to be used as an aid in the preparation of partial payments.
- C. The work called for by these Contract Documents shall be paid for under a single contract on a unit price basis.
- D. The total price bid shall constitute full compensation for all work indicated on the Proposal.
- E. Partial payments shall be made to the Contractor based on monthly estimates submitted to the Engineer for approval in accordance with the General and Supplemental Conditions.
- F. All estimates for partial payment shall be based on completed work and corresponding dollar amounts as provided in the Proposal and in accordance with the following schedule.
- G. Estimated Quantities:
 - 1. Where the estimated quantities are shown for the various classes of work to be done and material to be furnished under this contract, they are approximate and are to be used only as a basis for estimating the probable cost of the work and for comparing the proposals offered for the work.

2. It is understood and agreed that the actual amount of work to be done and material to be furnished under this contract may differ somewhat from these estimates, and that where the basis for payment under this contract is the unit price method, payment shall be for the actual amount of such work done and the material furnished.
- H. The items for which payment is to be made to the Contractor are listed in the Proposal.
1. Reference to any other statements in the Standard Specifications, which refer to additional pay items are hereby deleted.
 2. Items shown on the plans for which there is no payment item included in the Proposal shall be considered subsidiary to the other major bid items.
- 1.2 BASE BID
- A. 8-in C-900 PVC Water Line:
1. Item shall consist of furnishing all materials including pipe, fittings, tracer wire, jointing of pipe, necessary to construct 8-in C900 PVC water line as detailed on the Plans and Specifications.
 2. Measurement and payment of this item shall be per horizontal linear foot as shown in the specifications.
- B. 8-in Gate Valve Assembly:
1. Item shall consist of furnishing all materials to install 8-in gate valves as detailed on the Plans and in the Specifications.
 2. Measurement and payment of this item shall be per each valve supplied.
- C. 3/4 -inch Long Side Water Service:
1. Item shall consist of furnishing all materials including 3/4-inch service piping, HDPE directional drill encasement and piping, tapping saddle, corp stops, curb stop, reducers, couplings, meters, meter box, meter box lid, connection to property owner service line, and appurtenances required to install the 3/4-inch water service.
 2. All new connections, valves, piping, pipe encasement, fittings, meters, meter box, lid, etc shall be provided.
 3. Measurement and payment for this item shall be per each 3/4-inch water service complete as shown on the Plans and in the Specifications.
- D. 1-inch Backflow Preventer:
1. Item shall consist of furnishing all materials required to install the 1-inch backflow preventer as shown in the plans and specs.

SECTION 01200

BID ITEM DESCRIPTIONS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. This section of the Specifications covers the components considered to be a portion of each pay item as may or may not be listed in the Unit Price Schedule and is furnished to aid the Contractor in preparing his bid.
 - 1. Of necessity, the items described as components of the various items are discussed in a general manner only, describing the major pieces of equipment and/or materials.
 - 2. Any items and/or appurtenances not specifically mentioned shall be considered a portion of the bid item to which, in the opinion of the Engineer, its function is most directly related.
 - 3. Failure to list all items and/or appurtenances does not relieve the Contractor from furnishing all apparatuses, devices, labor, or materials of whatever nature required for a complete and operating installation in accordance with the intent of the Plans, approved Shop Drawings, and the Specifications.
- B. The successful Contractor shall, as soon as possible after award of the Contract, submit a list itemizing the components of each Lump Sum Bid Item and their respective costs to be used as an aid in the preparation of partial payments.
- C. The work called for by these Contract Documents shall be paid for under a single contract on a unit price basis.
- D. The total price bid shall constitute full compensation for all work indicated on the Proposal.
- E. Partial payments shall be made to the Contractor based on monthly estimates submitted to the Engineer for approval in accordance with the General and Supplemental Conditions.
- F. All estimates for partial payment shall be based on completed work and corresponding dollar amounts as provided in the Proposal and in accordance with the following schedule.
- G. Estimated Quantities:
 - 1. Where the estimated quantities are shown for the various classes of work to be done and material to be furnished under this contract, they are approximate and are to be used only as a basis for estimating the probable cost of the work and for comparing the proposals offered for the work.

2. Measurement and payment for this item shall be per each 1-inch backflow preventer complete as shown on the Plans and in the Specifications.
- E. 8-in x 6-in MJ Reducing Tee:
1. Item shall consist of furnishing all materials necessary to install 8-in x 6-in MJ Reducing Tee on the Plans and in the Specifications.
 2. Measurement and payment of this item shall be per each valve supplied.
- F. 8-in MJ Ductile Iron 11.25 deg Bend:
1. Item shall consist of furnishing all materials necessary to install an 8-in MJ Ductile Iron 11.25 deg bend as shown on the Plans and in the Specifications.
 2. Measurement and payment of this item shall be per each 8-in MJ Ductile Iron 11.25 deg bend supplied.
- G. 8-in MJ Ductile Iron 22.5 deg Bend:
1. Item shall consist of furnishing all materials necessary to install an 8-in MJ Ductile Iron 22.5 deg bend as shown on the Plans and in the Specifications.
 2. Measurement and payment of this item shall be per each 8-in MJ Ductile Iron 22.5 deg bend supplied.
- H. 8-in MJ Ductile Iron 45 deg Bend:
1. Item shall consist of furnishing all materials necessary to install an 8-in MJ Ductile Iron 45 deg bend as shown on the Plans and in the Specifications.
 2. Measurement and payment of this item shall be per each 8-in MJ Ductile Iron 45 deg bend supplied.
- I. Fire Hydrant Assembly:
1. Item shall consist of furnishing all materials including fire hydrant, 6-in gate valve, 6-in piping, swivel anchor couplings, valve box, tee or boss on new main, concrete blocking, gravel fill, and other appurtenances necessary to install a complete and operable fire hydrant assembly as detailed in the Plans and Specifications.
 2. Measurement and payment for this item shall be per each complete fire hydrant assembly.
- J. Concrete for Thrust Blocking:
1. Item shall consist of furnishing all materials necessary to install concrete for thrust blocking as detailed in the Plans and Specifications.
 2. Measurement and payment for this item shall be per cubic yard of concrete supplied.

K. Erosion Control Logs:

1. Item shall consist of furnishing all materials necessary to install erosion control logs in areas as detailed on the Plans and in the Specifications.
2. Measurement and payment for this item shall be per linear foot of erosion control logs supplied.

L. Seeding:

1. Item shall consist of furnishing all materials necessary to seed.
2. Temporary cool weather seeding shall be subsidiary to this bid item.
3. Measurement and payment for this item shall be per square yard.

END OF SECTION

SECTION 01300

SUBMITTALS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Submittal Procedures
- B. Construction Progress Schedules
- C. Product Data
- D. Test Reports
- E. Certificates

1.2 RELATED SECTIONS

- A. Section 01700 - Contract Closeout: Contract warranties, and closeout submittals.

1.3 SUBMITTAL PROCEDURES

- A. Transmit each submittal with AIA Form G810 or Engineer accepted form.
- B. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.
- C. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate.
- D. 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.
- E. The information required on the submittal shall include, but not necessarily be limited to, the following:
 - 1. Full and complete specifications covering the equipment proposed to be furnished.
 - 2. Detail drawings showing plan and elevation dimensions of the equipment proposed to be furnished.
 - 3. Guarantees of performance of the equipment proposed to be furnished.

- 4. Full and complete specifications for each instrument and accessory proposed to be furnished as a component part of the equipment to be furnished as specified herein, including necessary wiring diagrams.
- 5. Such weights of the equipment as necessary, including the heaviest piece to be handled during construction.
- 6. Nearest location of factory maintenance and service facilities that will be available to service the equipment offered.
- F. Schedule submittals to expedite the Project, and deliver to Engineer at business address. Coordinate submission of related items.
- G. For each submittal for review, allow fifteen (15) working days, excluding delivery time to and from the Contractor.
- H. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.
- I. Provide space for Contractor and Engineer review stamps.
- J. When revised for resubmission, identify all changes made since previous submission.
- K. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
- L. Submittals not requested will not be recognized or processed.

1.4 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit initial schedule in duplicate within fifteen (15) days after date of Owner-Contractor Agreement.
- B. Revise and resubmit as required.
- C. Submit revised schedules with each Application for Payment, identifying changes since previous version.
- D. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate the early and late start, early and late finish, float dates, and duration.
- E. Indicate estimated percentage of completion for each item of Work at each submission.

1.5 PRODUCT DATA

- A. Product Data for Review:

1. Submitted to Engineer for review for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
 2. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article above and for record documents purposes described in Section 01700 - CONTRACT CLOSEOUT.
- B. Submit the number of copies which the Contractor requires, plus two (2) copies which will be retained by the Engineer.
- C. After review distribute in accordance with the Submittal Procedures article above and provide copies for record documents described in Section 01700 - CONTRACT CLOSEOUT.

1.6 TEST REPORTS

- A. Submit for the Engineer's knowledge as contract administrator or for the Owner.
- B. Submit test reports for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.

1.7 CERTIFICATES

- A. When specified in individual specification sections, submit certification by the manufacturer, installation/application subcontractor, or the Contractor to Engineer, in quantities specified for Product Data.
- B. Indicate material or Product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or Product, but must be acceptable to Engineer.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01400

QUALITY CONTROL

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Quality Assurance - Control of Installation
- B. Tolerances
- C. References and Standards
- D. Inspecting and Testing Laboratory Services
- E. Manufacturers' Field Services

1.2 RELATED SERVICES

- A. Section 01090 - Reference Standards
- B. Section 01410 - Testing Services
- C. Section 01300 - Submittals: Submission of manufacturer's instructions and certificates.
- D. Section 01600 - Material and Equipment: Requirements for material and product quality.

1.3 QUALITY ASSURANCE - 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.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Engineer 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. Perform Work 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, or disfigurement.

1.4 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 Engineer before proceeding.
- C. Adjust Products to appropriate dimensions; position before securing Products in place.

1.5 REFERENCES AND STANDARDS

- A. For Products or workmanship specified by association, trade or other consensus standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard which are current based upon the dates indicated in the Contract Documents.
- C. Maintain copies of all applicable reference standards on-site during submittal review, planning, and construction of the specific work, until Substantial Completion.
- D. Should specified reference standards conflict with Contract Documents, request clarification from the Engineer before proceeding.
- E. Neither the contractual relationship, duties and responsibilities of the parties in Contract, nor those of the Engineer shall be altered by the Contract Documents by mention or inference otherwise in any reference document.

1.6 TESTING SERVICES

- A. The Contractor shall be responsible for all costs associated with performing test on proposed utilities installed including but not limited to, pressure testing of water lines, disinfection of water lines, sampling of water lines, and bacteriological testing of water lines.
- B. Owner may appoint, employ and pay for specified services of an independent firm to perform testing.
- C. The independent firm will perform tests and other services specified in individual specification sections and as required by the Engineer.

- D. Testing and source quality control may occur on or off the project site. Perform off-site testing as required by the Engineer or the Owner.
- E. Reports will be submitted by the independent firm to the Engineer and Contractor, in duplicate, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.
- F. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested.
 - 1. Notify Engineer and independent firm 24 hours prior to expected time for operations requiring services.
 - 2. Make arrangements with independent firm and pay for additional samples and tests required for Contractor's use.
- G. Testing does not relieve Contractor from performing Work to contract requirements.
- H. Re-testing required because of non-conformance to specified requirements shall be performed by the same independent firm on instructions by the Engineer. Payment for re-testing will be charged to the Contractor by deducting testing charges from the Contract Sum/Price.

1.7 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 of equipment as applicable, and to initiate instructions when necessary.
- B. Submit qualifications of observer to Engineer thirty (30) days in advance of required observations. Observer subject to approval of Engineer.
- C. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.1 EXAMINATION

- A. The Engineer or Engineer's Representative shall be present for all testing performed on the utilities installed. Test results will not be accepted if the Engineer or Engineer's

Representative is not present at the time of the testing. Additional testing required for test results that were not accepted shall be performed at no additional cost to the Owner.

- B. Verify that existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
- C. Verify that existing substrate is capable of structural support or attachment of new Work being applied or attached.
- D. Examine and verify specific conditions described in individual specifications sections.
- E. Verify that utility services are available, of the correct characteristics and in the correct locations.

3.2 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.

END OF SECTION

SECTION 01410

TESTING SERVICES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Selection and Payment
- B. Quality Assurance
- C. Agency Responsibilities
- D. Agency Reports
- E. Limits on Testing Authority
- F. Contractor Responsibilities
- G. Schedule of Tests

1.2 RELATED SECTIONS

- A. Section 01300 - Submittals: Manufacturer's certificates.
- B. Section 01700 - Contract Closeout: Project record documents.

1.3 REFERENCES

- A. ASTM C802 - Practice for Conducting an Interlaboratory Test Program to Determine the Precision of Test Methods for Construction.
- B. ASTM D3740 - Practice for Evaluation of Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.
- C. ASTM E329 - Practice for Use in the Evaluation of Inspection and Testing Agencies as Used in Construction.
- D. ASTM E543 - Practice for Determining the Qualification of Nondestructive Testing Agencies.
- E. ASTM E548 - Practice for Preparation of Criteria for Use in the Evaluation of Testing Laboratories and Inspection Bodies.

- F. ASTM E699 - Practice for Criteria for Evaluation of Agencies Involved in Testing, Quality Assurance, and Evaluating Building Components in Accordance with Test Methods Promulgated by ASTM Committee E6.

1.4 SELECTION AND PAYMENT

- A. Owner may employ services of an independent testing agency or laboratory to perform specified testing. Contractor will pay for testing required.
- B. Employment of testing agency or laboratory in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.

1.5 QUALITY ASSURANCE

- A. Laboratory: Authorized to operate in State in which Project is located.
- B. Laboratory Staff: Maintain a full time registered Engineer on staff to review services.
- C. Testing Equipment: Calibrated at reasonable intervals with devices of an accuracy traceable to either National Bureau of Standards or accepted values of natural physical constants.

1.6 AGENCY RESPONSIBILITIES

- A. Test samples of mixes submitted by Contractor.
- B. Provide qualified personnel at site. Cooperate with Engineer and Contractor in performance of services.
- C. Perform specified sampling and testing of Products in accordance with specified standards.
- D. Ascertain compliance of materials with requirements of Contract Documents.
- E. Promptly notify Engineer and Contractor of observed irregularities or non-conformance of Work or Products.
- F. Perform additional tests required by Engineer.

1.7 AGENCY REPORTS

- A. After each test, promptly submit two copies of report to Engineer and to Contractor.
- B. Include:
 - 1. Date Issued

2. Project Title and Number
3. Name of Inspector
4. Date and Time of Sampling or Inspection
5. Identification of Product and Specifications Section
6. Location in the Project
7. Type of Inspection or Test
8. Date of Test
9. Results of Tests
10. Conformance with Contract Documents

C. When requested by Engineer, provide interpretation of test results.

1.8 LIMITS ON TESTING AUTHORITY

- A. Agency or laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
- B. Agency or laboratory may not approve or accept any portion of the Work.
- C. Agency or laboratory may not assume any duties of Contractor.
- D. Agency or laboratory has no authority to stop the Work.

1.9 CONTRACTOR RESPONSIBILITIES

- A. Deliver to agency or laboratory at designated location, adequate samples of materials proposed to be used which require testing.
- B. Cooperate with laboratory personnel, and provide access to the Work.
- C. Provide incidental labor and facilities:
 1. To provide access to Work to be tested.
 2. To obtain and handle samples at the site or at source of Products to be tested.
 3. To facilitate tests.
 4. To provide storage and curing of test samples.

- D. Notify Engineer and laboratory 24 hours prior to expected time for operations requiring testing services.

1.10 SCHEDULE OF TESTS

- A. Individual Specification Sections: Tests required and standards for testing.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01500

CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Temporary Utilities: Electricity, and sanitary facilities.
- B. Temporary Controls: Barriers, water control, protection of the Work, and security.
- C. Construction Facilities: Access roads, parking, and progress cleaning and waste removal.

1.2 TEMPORARY ELECTRICITY

- A. Cost: By Contractor; provide and pay for power service required from utility source.
- B. Complement existing power service capacity and characteristics as required.
- C. Provide main service disconnect and over-current protection at convenient location. Feeder switch at source distribution equipment meter.

1.3 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures at time of project mobilization.

1.4 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations.
- B. Provide barricades and covered walkways required by governing authorities for public rights-of-way.
- C. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.
- D. Barriers shall in no way interfere with City's ability to maintain operation of the wastewater treatment plant.

1.5 WATER CONTROL

- A. 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.

1.6 PROTECTION OF INSTALLED WORK

- A. Protect installed Work and provide special protection where specified in individual specification sections.
- B. Provide temporary and removable protection for installed Products. Control activity in immediate work area to prevent damage.

1.7 SECURITY

- A. Provide security and facilities to protect Work from unauthorized entry, vandalism or theft.
- B. Coordinate with Owner's security program.

1.8 ACCESS ROADS

- A. Extend and relocate as Work progress requires. Provide detours necessary for unimpeded traffic flow.
- B. Provide means of removing mud from vehicle wheels before entering streets.

1.9 PARKING

- A. Provide temporary gravel surface parking areas to accommodate construction personnel.
- B. When site space is not adequate, provide additional off-site parking.
- C. Designate one parking space for the Owner and Engineer.

1.10 PROGRESS CLEANING AND WASTE REMOVAL

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Collect and remove waste materials, debris and rubbish from site periodically and dispose off-site.

1.11 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, and materials prior to Substantial Completion inspection.
- B. Remove underground installations to a minimum depth of three (3) feet below grade or as indicated on the Plans. Grade site as indicated.
- C. Clean and repair damage caused by installation or use of temporary work.
- D. Restore permanent facilities used during construction to specified condition.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01550

BARRICADES, SIGNS, AND TRAFFIC HANDLING

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. This item shall consist of providing, installing moving, replacing, maintaining, cleaning, and removing upon completion of work all barricades, signs, barriers, cones, lights, signals, and such type devices and of handling traffic as indicated in the plans or as directed by the Engineer.

1.2 REFERENCES

- A. Texas Manual on Uniform Traffic Control Devices (TMUTCD).

1.3 QUALITY ASSURANCE

- A. All barricades, signs, and other types of devices listed above shall conform to details shown in the plans or those indicated in the TMUTCD.
- B. Prior to beginning work, the Contractor shall designate a competent person who will be responsible and available on the project site or in the immediate area to insure compliance with traffic control requirements.

1.4 SUBMITTALS

The Contractor shall submit a traffic control plan to the Engineer for approval prior to beginning construction. The traffic control plan shall be signed and sealed by an Engineer registered in the State of Texas. The traffic control plan shall include the method (s) to be used to remove excess dirt from vehicles prior to entering streets.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

- A. Barricades, signs, and traffic handling devices shall be installed and maintained in accordance with the approved traffic control plan. These devices shall be maintained throughout the duration of the project unless otherwise approved by the Engineer.
- B. Contractor shall be responsible for coordinating any traffic flow modifications with City officials.

END OF SECTION

SECTION 01552

STORM WATER POLLUTION PREVENTION

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. The work to be performed under this Section shall consist of furnishing all permits, preparation and implementation of a site specific Storm Water Pollution Prevention Plan, notice of intent, notice of termination, labor, equipment, materials, and pay all permit fees as necessary to meet the requirements of the Texas Pollution Discharge Elimination System (TPDES) associated with construction activities under TPDES Construction General Permit TXR150000 for storm water pollution prevention as required by current Federal, State, and Local rules and regulations as shown and specified.

1.2 SUBMITTALS FOR INFORMATION

- A. Section 01300 - Submittals: Procedures for submittals.
- B. The following items shall be submitted for record purposes only. These documents will not be reviewed for compliance with permit requirements.
 - 1. Storm water pollution prevention plan,
 - 2. Notice of Intent (NOI),
 - 3. Photocopies of permit application fee payment(s), and
 - 4. Notice of Termination (NOT).

1.3 GENERAL PERMIT, APPLICATION, AND FEES

- A. The Contractor shall bear sole responsibility for the storm water pollution prevention provisions of this Contract as well as bear sole responsibility for development, implementation, and maintenance of the storm water pollution prevention plan, the best management practices, and the facilities utilized to meet the TPDES General Permit requirements. The storm water pollution prevention plan and Notice of Intent shall be completed prior to beginning any work or stockpiling of materials.
- B. Prior to filing the Notice of Intent, the Contractor shall develop and submit a project specific storm water pollution prevention plan based on best management practices that includes all aspects as required by current Texas Commission on Environmental Quality (TCEQ) and US Environmental Protection Agency (USEPA) rules.
- C. After submittal of a Project specific storm water pollution prevention plan as required by TXR150000, the Contractor shall file the Notice of Intent (NOI). A copy of the NOI shall be submitted to the Engineer for record purposes.

- D. The Contractor shall pay all fees, including initial application and renewal fees, associated the TPDES permit application. A photocopy of the payment shall be submitted to the Engineer.
- E. The Contractor shall pay all costs associated with the development of the storm water pollution prevention plan as well as the implementation, maintenance, monitoring, and inspection of the storm water pollution prevention plan facilities during the construction period.
- F. Upon closeout of the Project, the Contractor shall submit at Notice of Termination (NOT) to the TCEQ using the proper form and provide a copy to the Engineer or record purposes.

1.4 SWPPP REQUIREMENTS

- A. The Storm Water Pollution Prevention Plan shall comply with the requirements of TPDES Construction General Permit TXR150000. For additional information contact the Texas Commission on Environmental Quality at P. O. Box 13087, Austin, TX 78711-3087 or on the web at <http://www.tceq.state.tx.us>.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01553

CARE OF WATER DURING CONSTRUCTION

PART 1 GENERAL

1.1 WORK INCLUDED:

- A. Furnish labor, materials, equipment and incidentals, including pumps, piping and other facilities necessary to remove surface and groundwater as needed to perform the required project construction.
- B. Build and maintain the necessary temporary impounding works, channels, and diversions.
- C. Remove the temporary works, equipment, and materials after they have served their purpose in strict accordance with this section of the specifications and the applicable drawings.

1.2 SUBMITTALS:

- A. Plans and procedures for handling flood flows and dewatering excavations. Submit plans and procedures to Engineer for approval.
- B. Any construction modifications to the system shall also be submitted.
- C. Approval of plans and procedures for handling flood flows and dewatering does not relieve the Contractor of full responsibility and liability for care of water during construction.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.1 EXECUTION:

- A. Flood Flows and Other Water:
 - 1. The Contractor shall be responsible for handling and diverting any flood flows, stream flows, or any other water, including groundwater encountered during the progress of the work.
 - 2. Build, maintain, and operate cofferdams, channels, flumes, sumps, and other temporary works as needed to pass floodwater, divert stream flow, or pass other surface water through or around the construction site and away from construction in progress.

3. Unless otherwise approved by the Engineer, a diversion must discharge into the same natural watercourse in which its headworks are located.
4. Construct permanent work in areas free from water.
5. The removal of protective works, after having served their purpose, shall be in a manner satisfactory to the Engineer.

B. Dewatering Excavated and Other Foundation Areas:

1. The Contractor shall be responsible for dewatering foundations for all areas during construction of the works of improvement, including areas of required backfills.
2. Lower the water table as needed to keep those areas free of standing water or excessive muddy conditions.
3. Furnish the drains, sumps, casings, well points, and other equipment necessary to dewater areas for required construction work.
4. Any dewatering method that causes loss of fines from foundation areas will not be permitted. Keep available standby equipment to provide proper and continuous operation of the dewatering system.
5. Provide continuous monitoring (24 hours per day) of the dewatering system to provide continuous operation.

C. Dewatering Borrow Areas: Unless otherwise specified on the drawings, maintain the borrow areas in drainable condition or otherwise provide for timely removal of surface waters that accumulate for any reason, within the borrow areas.

END OF SECTION

SECTION 01600
MATERIAL AND EQUIPMENT

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Transportation and Handling
- B. Storage and Protection
- C. Product Options
- D. Substitutions

1.2 TRANSPORTATION AND HANDLING

- A. Transport and handle Products in accordance with manufacturer's instructions.
- B. Promptly inspect shipments to ensure that Products comply with requirements, quantities are correct, and Products are undamaged.
- C. Provide equipment and personnel to handle Products by methods to prevent soiling, disfigurement, or damage.

1.3 STORAGE AND PROTECTION

- A. Store and protect Products in accordance with manufacturers' instructions.
- B. Store with seals and labels intact and legible.
- C. Store sensitive Products in weather tight, climate controlled, enclosures in an environment favorable to Product.
- D. For exterior storage of fabricated Products, place on sloped supports above ground.
- E. Provide off-site storage and protection when site does not permit on-site storage or protection.
- F. Cover Products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of Products.
- G. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.

- H. Provide equipment and personnel to store Products by methods to prevent soiling, disfigurement, or damage.
- I. Arrange storage of Products to permit access for inspection. Periodically inspect to verify Products are undamaged and are maintained in acceptable condition.

1.4 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Any Product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Products of 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 in accordance with the following article.

1.5 SUBSTITUTIONS

- A. Engineer will consider requests for Substitutions only within fifteen (15) days after date established in Notice to Proceed.
- B. Substitutions may be considered when a Product becomes unavailable through no fault of the Contractor.
- C. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.
- D. A request constitutes a representation that the Contractor:
 - 1. Has investigated proposed Product and determined that it meets or exceeds the quality level of the specified Product.
 - 2. Will provide the same warranty for the Substitution as for the specified Product.
 - 3. Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to Owner.
 - 4. Waives claims for additional costs or time extension which may subsequently become apparent.
 - 5. Will reimburse Owner and Engineer for review or redesign services associated with re-approval by authorities.

- E. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals without separate written request or when acceptance will require revision to the Contract Documents.
- F. Substitution Submittal Procedure:
 - 1. Submit three (3) copies of request for Substitution for consideration. Limit each request to one proposed Substitution.
 - 2. Submit shop drawings, product data, and certified test results attesting to the proposed Product equivalence. Burden of proof is on the Contractor.
 - 3. The Engineer will notify Contractor in writing of decision to accept or reject request.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01700
CONTRACT CLOSEOUT

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Closeout Procedures
- B. Final Cleaning
- C. Project Record Documents
- D. Operation and Maintenance Data
- E. Spare Parts and Maintenance Products
- F. Warranties
- G. Maintenance Service

1.2 RELATED SECTIONS

- A. Section 01500 - Construction Facilities and Temporary Controls: Progress cleaning.

1.3 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Engineer's review.
- B. Provide submittals to Engineer that are required by governing or other authorities.
- C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.

1.4 FINAL CLEANING

- A. Execute final cleaning prior to final project assessment.
- B. Clean debris from drainage systems.
- C. Clean site; sweep paved areas, rake clean landscaped surfaces.
- D. Remove waste and surplus materials, rubbish, and construction facilities from the site.
- E. Remove all temporary facilities and structures.

1.5 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings
 - 2. Specifications
 - 3. Addenda
 - 4. Change Orders and other modifications to the Contract
 - 5. Reviewed Shop Drawings, Product Data, and Samples
 - 6. Manufacturer's instruction for assembly, installation, and adjusting
- 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. Specifications: Legibly mark and record at each Product section description of actual Products installed, including the following:
 - 1. Manufacturer's name and product model and number.
 - 2. Product substitutions or alternates utilized.
 - 3. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
 - 1. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - 2. Field changes of dimension and detail.
 - 3. Details not on original Contract drawings.
- G. Submit documents to Engineer prior to final Application for Payment.

1.6 OPERATION AND MAINTENANCE DATA

- A. Submit data bound in 8½ x 11 inch text pages, three D side ring binders with durable plastic covers. Refer to Section 01730.

1.7 SPARE PARTS AND MAINTENANCE PRODUCTS

- A. Provide spare parts, maintenance, and extra products in quantities specified in individual specification sections.
- B. Deliver to the project site and place in location as directed; obtain receipt prior to final payment.

1.8 WARRANTIES

- A. Provide duplicate notarized copies.
- B. Execute and assemble transferable warranty documents from Subcontractors, suppliers and manufacturers.
- C. Provide Table of Contents and assemble in three D side ring binder with durable plastic cover.
- D. Submit prior to final Application for Payment.
- E. For items of Work delayed beyond date of Substantial Completion, provide updated submittal within ten (10) days after acceptance, listing date of acceptance as start of warranty period.
- F. The Contractor shall guarantee for two (2) years from the date of Certificate of Acceptance that the work will be free from defects in materials and workmanship unless otherwise noted.

1.9 MAINTENANCE SERVICE

- A. Furnish service and maintenance of components indicated in specification sections for two (2) years from date of Substantial Completion during the warranty period.
- B. Examine system components at a frequency consistent with reliable operation. Clean, adjust and lubricate as required.
- C. Include systematic examination, adjustment and lubrication of components. Repair or replace parts whenever required. Use parts produced by the manufacturer of the original component.
- D. Maintenance service shall not be assigned or transferred to any agent or Subcontractor without prior written consent of the Owner.

1.10 MAINTENANCE SERVICE

- A. Furnish service and maintenance of components indicated in specification sections for one (1) year from date of Final Acceptance during the warranty period.
- B. Include systematic examination and adjustment of components. Repair or replace materials whenever required. Use materials produced by the manufacturer of the original component.

- C. Maintenance service shall not be assigned or transferred to any agent or Subcontractor without prior written consent of the Owner.
- D. Grade areas to ensure minimal settlement of pipe trench. Provide erosion control devices as specified.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

DIVISION 02

SECTION 02110

SITE CLEARING

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Removal of surface debris.
- B. Removal of trees, shrubs, and other plant life.

1.2 REGULATORY REQUIREMENTS

- A. Conform to applicable code for environmental requirements, disposal of debris, burning debris on site, and use of herbicides.
- B. Coordinate clearing Work with utility companies.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.1 PREPARATION

- A. Verify that existing plant life designated to remain is tagged or identified.
- B. Identify an area for placing removed materials.

3.2 PROTECTION

- A. Locate, identify, and protect utilities to remain from damage.
- B. Protect trees, plant growth, and features designated to remain, as final landscaping.
- C. Protect benchmarks, survey control points, and existing structures from damage or displacement.

3.3 CLEARING

- A. Clear areas required for access to site and execution of Work.
- B. Remove trees and shrubs within marked areas. Remove stumps, main root ball, root system to a depth of 4 feet below existing grade prior to fill placement or below final elevation.
- C. Clear undergrowth, brush, and deadwood.

SECTION 02205

SOIL MATERIALS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Subsoil materials.
- B. Topsoil materials.

1.2 RELATED SECTIONS

- A. Section 01400 – Quality Control: Testing soil fill materials.
- B. Section 02207 – Aggregate Materials.
- C. Section 02225 – Excavation, Backfilling, and Compacting for Utilities.
- D. Section 02936 – Seeding.

1.3 REFERENCES

- A. ASTM D698 – Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures.
- B. ASTM D2487 – Classification of Soils for Engineering Purposes.
- C. ASTM D2922 – Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
- D. ASTM D3017 – Test Method for Moisture Content of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
- E. Association of Official Agriculture Chemists

1.4 SUBMITTALS FOR REVIEW

- A. Section 01300 – Submittals: Procedures for submittals.
- B. Samples:
 - 1. Submit, in air-tight containers, 10 lb. sample of each type of fill to testing laboratory.
 - 2. All off-site materials must be approved by the Engineer prior to installation.

1.5 SUBMITTALS FOR INFORMATION

- A. Section 01300 – Submittals: Procedures for submittals.
- B. Materials Source: Submit name of imported materials source.

1.6 QUALITY ASSURANCE

- A. Perform Work in accordance with plans and specification requirements and TxDOT standards.

PART 2 PRODUCTS

2.1 SOIL MATERIALS

- A. Soil Type S1 – Subgrade material:
 - 1. Material remaining in place after excavation.
 - 2. Suitable for slab/foundation subgrade, undisturbed nor over excavated.
 - 3. Where subgrade soils are soft, loose, or otherwise unsatisfactory, the soil shall be removed and replaced with select fill or soil cement as determined by the Engineer.
- B. Soil Type S2 – Common Fill:
 - 1. Excavated and re-used material or from borrow approved by the Engineer.
 - 2. Graded free of lumps larger than 3 inches, rocks larger than 2 inches, excessive silts and debris.
 - 3. Do not use soil containing brush, roots, or similar organic matter.
 - 4. Conforming to ASTM D2487 Class II or Class III soils with a liquid limit less than 40, and a plasticity index less than 20, but greater than 4.
- C. Soil Type S3 – Select Fill:
 - 1. Excavated and re-used material or imported borrow material approved by the Engineer. Material shall be tested for compliance by the Contractor and test results submitted to the Engineer for approval.
 - 2. Clayey sand soils free from organic matter with no lumps larger than 1 inch, no rocks larger than ½ inch, nor excessive silts.
 - 3. Do not use soils containing brush, roots, sod or other organic materials.
 - 4. Select fill shall conform to ASTM D2487 Class II or Class III and shall have a liquid limit less than 30 with a plasticity index less than 15 but greater than 4.

D. Soil Type S4 – Top Soil:

1. Soil suitable for growth of surface cover. Material stripped and stockpiled from site or borrowed from off site.
2. Free from roots, brush, rocks, and other extraneous matter exceeding 1 inch in any direction. Free from weeds
3. Minimum 60% sand, Maximum 30% silts, Maximum 10% clay, no less than 6% and no more than 20% organic matter.
4. Liquid Limit range from 15 to 30 and Plasticity Index from 5 to 40.
5. Submit test data showing compliance with these specifications. Include percent weight of constituent material, material particle size, and pH.
 - a. Topsoil shall be reasonably free from subsoil and stumps, roots, brush, stones (2 inches or more in diameter), clay lumps or similar objects.
 - b. There shall be not less than twenty percent (20%) nor more than eighty percent (80%) of the material passing the 200-mesh sieve as determined by the wash test in accordance with ASTM C 117.
 - c. The topsoil or soil mixture, unless otherwise specified or approved, shall have a pH range of approximately 5.5 pH to 7.6 pH, when tested in accordance with the methods of testing of the Association of Official Agriculture Chemists in effect on the date of the invitation of bids.
 - d. The organic content shall be not less than three percent (3%) nor more than twenty percent (20%) as determined by the wet-combustion method (chromic acid reduction).

2.2 SOURCE QUALITY CONTROL

- A. Section 01400 – Quality Control: Testing and analysis of soil material.
- B. Testing and Analysis of Subsoil Material: Perform in accordance with ASTM D698.
- C. Testing and Analysis of Topsoil Material: Perform in accordance with ASTM D698.
- D. If tests indicate materials do not meet specified requirements, change material and retest.
- E. Provide materials of each type from same source throughout the Work. A change in source requires sampling, testing, and approval by the Engineer.

PART 3 EXECUTION

3.1 SOIL REMOVAL

- A. Excavate soils from areas designated.

- B. Remove lumped soil, boulders, and rock.
- C. Stockpile excavated material in area designated on site and remove excess material not being used, from site.

3.2 STOCKPILING

- A. Stockpile materials on site at locations designated by Engineer.
- B. Stockpile in sufficient quantities to meet Project schedule and requirements.
- C. Separate differing materials with dividers or stockpile apart to prevent mixing.
- D. Prevent intermixing of soil types or contamination.
- E. Direct surface water away from stockpile site to prevent erosion or deterioration of materials.

3.3 STOCKPILE CLEANUP

- A. Remove stockpile, leave area in a clean and neat condition
- B. If a borrow area is indicated, leave area in a clean and neat condition.
- C. Grade site surface to prevent free standing surface water.

END OF SECTION

SECTION 02207

AGGREGATE MATERIALS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Aggregate materials.

1.2 RELATED SECTIONS

- A. Section 01400 - Quality Control
- B. Section 02205 - Soil Materials.
- C. Section 02225 - Excavation, Backfilling, and Compacting for Utilities.

1.3 REFERENCES

- A. ASTM C29 - Unit Weight of Aggregate
- B. ASTM C88 - Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate
- C. ASTM C117 - Materials Finer than 75um (No. 200) Sieve in Mineral Aggregates by Washing
- D. ASTM C131 - Resistance to Abrasion of Small Size Coarse Aggregate by Use of the Los Angeles Machine
- E. ASTM C136 - Method for Sieve Analysis of Fine and Coarse Aggregates.
- F. ASTM D75 - Sampling Aggregate
- G. ASTM D693 - Crushed Stone, Crushed Slag, and Crushed Gravel for Dry-or Water-Bound Macadam Base Courses and Bituminous Macadam Base and Surface Courses of Pavements
- H. ASTM D698 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures.
- I. ASTM D2419 - Sand Equivalent Value of Soils and Fine Aggregate
- J. ASTM D2487 - Classification of Soils for Engineering Purposes.
- K. ASTM D2922 - Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
- L. ASTM D3017 - Test Method for Moisture Content of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).

- M. ASTM D3665 - Random Sampling of Paving Materials
- N. ASTM D4318 - Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.
- O. Texas Department of Transportation Standard Specifications for Construction of Highways, Streets and Bridges, 2014 Edition.

1.4 SUBMITTALS FOR REVIEW

- A. Section 01300 - Submittals: Procedures for submittals.
- B. Samples: Submit, in air-tight containers, 10 lb. sample of each type of material to testing laboratory.

1.5 SUBMITTALS FOR INFORMATION

- A. Section 01300 - Submittals: Procedures for submittals.
- B. Materials Source: Submit name of imported materials suppliers.

1.6 QUALITY ASSURANCE

- A. Perform Work in accordance with plans and specification requirements and TxDOT standards.

PART 2 PRODUCTS

2.1 COARSE AGGREGATE MATERIALS

- A. Coarse Aggregate Type A1 - Drain Rock:
 - 1. As shown on the Plans, under structures and behind walls shall be clean, washed, sound durable, well-graded crushed rock, crushed gravel or natural stone gravel.
 - 2. Conforming to ASTM C-33 Size No. 57 coarse aggregate between 1 inch and 2 inch.
- B. Coarse Aggregate Type A2 - Pipe Embedment:
 - 1. Angular 3/4 inch to 1 inch crushed rock or natural stone meeting the requirements of ASTM C-33 No. 57.
 - 2. Embedment material shall be clean, washed, sound, durable and well graded.
- C. Coarse Aggregate Type A3 - Foundation Material:
 - 1. Coarse stone or crushed gravel.

- 2. Foundation material shall be pit run angular crushed, natural washed stone free of shale, clay, friable material and debris; well graded between 1 and 3 inches in size, with a minimum of 90% retained on a 1-inch sieve.
- D. Coarse Aggregate Type A3-1 - Foundation Material for Unsuitable Subgrade:
 - 1. Foundation material shall conform to the specification for TxDOT Item 247, Type "A", Grade 2.
- E. Aggregate Type A4 - Pea Gravel:
 - 1. Natural stone; washed, free of clay, shale, organic matter; graded in accordance with ASTM C136 to the following limits:
 - a. Minimum Size: 1/4 inch
 - b. Maximum Size: 5/8 inch
- F. Aggregate Type A5 – Type "R" Modified Rock Riprap:
 - 1. Natural stone, washed free of clay and shale, and shall meet all of the requirements of TxDOT Item 432, for Type R Stone Riprap with the following modifications:
 - a. Stones shall weight between 50 to 150 pounds with no less than 50 percent of the stones shall weigh more than 100 pounds.
 - b. Rock's longest dimension shall not exceed 3 times that of the shortest dimension.
 - c. Delete paragraphs 432.5 Measurement and 432.6 Payment, and refer to Section 01200 – Unit Bid Prices of these specifications.

2.2 FINE AGGREGATE MATERIALS

- A. Fine Aggregate Type A5 - Sand:
 - 1. Natural river or bank sand; washed, free of silt, clay, loam, friable or soluble materials and organic matter; graded in accordance with ASTM C136; within the following limits:

Sieve Size	Percent Passing
No. 4	100
No. 14	10 to 100
No. 50	5 to 90
No. 100	4 to 30
No. 200	0 to 10

2.3 SOURCE QUALITY CONTROL

- A. Section 01400 - Quality Control: Source testing and analysis of aggregate material.
- B. Coarse Aggregate Material - Testing and Analysis: Perform in accordance with ASTM D698, and ASTM C33.
- C. Fine Aggregate Material - Testing and Analysis: Perform in accordance with ASTM D698, and ASTM C33.
- D. If tests indicate materials do not meet specified requirements, change material or material source and retest.
- E. Provide materials of each type from same source throughout the Work. A change in source requires sampling, testing, and approval by the Engineer.

PART 3 EXECUTION

3.1 STOCKPILING

- A. Stockpile materials on site at locations designated by the Engineer.
- B. Stockpile in sufficient quantities to meet Project schedule and requirements.
- C. Separate differing materials with dividers or stockpile apart to prevent mixing.
- D. Direct surface water away from stockpile site so as to prevent erosion or deterioration of materials.

3.2 STOCKPILE CLEANUP

- A. Remove stockpile; leave area in a clean and neat condition. Grade site surface to prevent freestanding surface water.
- B. Leave unused materials in a neat, compact stockpile.
- C. If a borrow area is indicated, leave area in a clean and neat condition.
- D. Grade site surface to prevent freestanding surface water.

END OF SECTION

SECTION 02220

TRENCH AND EXCAVATION SAFETY SYSTEM

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Requirements for a Trench and Excavation Safety System(s) to be designed and furnished by the Contractor for the safety and health of personnel.

1.2 REFERENCES

- A. 29CFR1926 - Occupational Safety and Health Standards - Excavations, United States Department of Labor, latest edition.
- B. Others - Other applicable Federal, State, and local rules for Trench Construction or excavations.

1.3 REQUIREMENTS

- A. The Contractor shall develop, design, and implement a Trench and Excavation Safety System. The Contractor shall bear the sole responsibility for the adequacy of the System.
- B. The requirements of 29CFR1926 shall be the minimum requirements for this specification and are adopted as a part of this specification. Other regulations relating to trench and excavation safety shall also be considered a part of this specification as if referenced directly.
- C. Should the System require wider trenches than shown, the Contractor shall be responsible for the costs associated with determining adequacy of pipe bedding and class, as well as, purchase and installation of alternate and/or additional materials.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.1 GENERAL

- A. Implement the system in accordance with the written System Plan and conduct affected work in accordance with the same.
- B. The system shall be in use during all phases of construction.

- C. Neither the Engineer nor the Owner will be responsible for ensuring the trench safety system is constructed and utilized in accordance with the safety plan. This shall be the sole responsibility of the contractor.

PART 4 MEASUREMENT & PAYMENT

4.1 MEASUREMENT

- A. Trench safety shall be measured on a linear foot basis. No evaluation of the adequacy of the trench safety precautions will be made by the Engineer since the means, methods & responsibility for safety rest solely with the Contractor.
- B. Excavation safety shall be measured on a lump sum basis. No evaluation of the adequacy of the excavation safety precautions will be made by the Engineer since the means, methods & responsibility for safety rest solely with the Contractor.

4.2 PAYMENT

- A. Payment for trench safety will be made on a linear foot basis. No evaluation of the adequacy of the trench safety systems used by the Contractor will be made by the Engineer since the means, methods and responsibility for trench safety rest solely with the Contractor. By approving the Contractor's request for payment of trench safety, the Engineer makes no representation that the Contractor's work for this pay item has been performed in a manner consistent with the Contract documents.
- B. Payment for excavation safety will be made on a lump sum basis. No evaluation of the adequacy of the excavation safety systems used by the Contractor will be made by the Engineer since the means, methods and responsibility for trench safety rest solely with the Contractor. By approving the Contractor's request for payment of excavation safety, the Engineer makes no representation that the Contractor's work for this pay item has been performed in a manner consistent with the Contract documents.

END OF SECTION

SECTION 02225

EXCAVATION, BACKFILLING, AND COMPACTING FOR UTILITIES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Excavating, trenching, backfilling and compacting for water distribution lines, sanitary sewer collection lines, reinforced concrete storm sewer pipe, and other utility systems and appurtenances, and the disposal of excess excavated material.

1.2 REFERENCES

- A. ASTM C33 - Coarse Aggregates.
- B. ASTM D698 - Moisture-Density Relations of Soils (Standard.)
- C. ASTM D2487 - Classification of Soils for Engineering Purposes.
- D. ASTM D4254 - Minimum Index Density and Unit Weight of Soils and Calculations of Relative Density.
- E. ASTM D4318 - Test for Liquid Limit, Plastic Limit and Plasticity Index of Soils.
- F. OSHA - Occupational Safety and Health Administration and Related Regulations.

1.3 PROTECTION OR REMOVAL OF UTILITY LINES

- A. The Contractor shall anticipate all underground and above ground obstructions such as, but not limited to, water mains, gas lines, storm and sanitary sewers, telephone or electric light or power ducts, concrete, and debris.
- B. Any such lines or obstructions indicated on the Plans show only the approximate locations and shall be verified in the field by the Contractor. Any adjustment to the proposed utility to avoid conflicts with obstructions, whether shown on the Plans or not, shall be subsidiary to the unit price for the proposed utility unless shown otherwise in the bid proposal.
- C. The Owner and Engineer will endeavor to familiarize the Contractor with all known utilities and obstructions, but this shall not relieve the Contractor from full responsibility in anticipating all underground and above ground obstructions whether or not shown on the Plans.

- D. The Contractor shall, at his own expense, maintain in proper working order and without interruption of service all existing utilities and services which may be encountered in the work.
- E. With the consent of the Engineer and utility owner such service connections may be temporarily interrupted to permit the Contractor to remove designated lines or to make temporary changes in the locations of services.
- F. The cost of making any temporary changes shall be at the Contractor's expense.
- G. Notify all utility companies involved to have their utilities located and marked in the field. All underground utilities shall then be uncovered to verify location and elevation before construction begins.
- H. The Contractor shall obtain necessary permits required for completion of the project.

1.4 PROJECT CONDITIONS

- A. Excavations:
 - 1. All excavations are unclassified.
- B. Protection:
 - 1. Erect sheeting, shoring, and/or bracing as necessary for protection of persons, structures, property corners, excavations, or other improvements. The cost for sheeting, shoring, and/or bracing shall be considered subsidiary to the cost for the utility to be constructed. No additional payment will be made for sheeting, shoring, and/or bracing as required for construction of proposed utilities.
 - 2. Provide dewatering and drainage necessary to keep excavations free of water. Dewatering System shall maintain the water level a minimum of 3 feet below the excavation. Contractor shall provide and maintain all dewatering equipment during excavation, construction, backfill, and until utility is placed in service. Contractor shall operate dewatering system continuously without interruption during weekends and/or holidays.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Backfill: Backfill shall be excavated and reused or borrow material free of lumps larger than 1 inch, stones larger than 1/2 inch, trash, organic, spongy or otherwise

objectionable material. Backfill materials shall be approved by Engineer. Refer to section 02207, 02205, and the Plans.

- B. Sand: Sand shall be free from clay lumps, organic and other deleterious material, and have a plasticity index no greater than 12, as determined by ASTM D4318.
- C. Crushed Rock: Provide durable crushed rock free of clay lumps, organic or other deleterious material. Crushed rock size shall be Class I per ASTM D1487. ASTM C33, size No. 57 or 67 shall be considered Class I material.
- D. Coarse-Grained Soils: Coarse-grained soils for pipe bedding shall be ASTM D2487, Class II or III. See Section 02207, Type A2 for pipe bedding.
- E. Aggregate Materials: Aggregate materials shall conform to the requirements of Section 02207 of these specifications.

PART 3 EXECUTION

3.1 EXAMINATION AND PREPARATION

- A. Examine utility routes and coordinate excavation work to eliminate installation conflicts.
- B. Allow room for stockpiling excavated material and utility construction material during utility construction.

3.2 TRENCH EXCAVATION

- A. Procedure: Excavate to indicated or specified depths and widths.
 - 1. Excavate by open cut method, all excavations are unclassified.
 - 2. Dispose of unacceptable backfill material and provide suitable material for backfill without additional expense.
 - 3. During excavation, stockpile material suitable for backfilling in an orderly manner far enough from the bank of the trench to avoid overloading, slides, or cave-ins.
 - 4. Grade as necessary to prevent surface water from flowing into trenches or other excavations.
 - 5. Cut banks of trench as nearly vertical as practical. Remove stones as necessary to avoid point-bearing. Over-excavate wet or unstable soil from the trench bottom to permit construction of a more stable bed for pipe. Over excavation

EXCAVATION, BACKFILLING,
AND COMPACTING FOR UTILITIES

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