

CITY OF BELLMEAD

BELLMEAD DRIVE STREETSCAPING IMPROVEMENTS PROJECT MANUAL

APRIL 18, 2022

PROJECT NUMBER 1-03457

TxCDBG #7220112



A handwritten signature in blue ink, appearing to read "J. Biermann", positioned below the professional seal.

PROJECT MANUAL
as part of
the
Bidding Documents



T.B.P.E. Registration No. 8053

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TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) STANDARD SPECIFICATIONS

The Texas Department of Transportation "Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges," 2014 Edition, is incorporated herein by reference for all intents and purposes. If a standard specified in that document conflicts with a standard included within a bid specifications document, the standard in the bid specifications document controls. If the standard is still unclear, the Engineer will determine which standard controls and his determination shall be final.

ADVERTISEMENT AND INVITATION FOR BIDS

The City of Bellmead will receive bids for Bellmead Drive Streetscaping Improvements, Contract No. 7220112 until 2:00 PM on Thursday, May 5, 2022 at City of Bellmead – City Hall, 3015 Bellmead Drive, Bellmead, TX 76705. The bids will be publicly opened and read aloud at 2:00 PM on Thursday, May 5, 2022 at City of Bellmead – City Hall, 3015 Bellmead Drive, Bellmead, TX 76705.

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

1. Concrete sidewalk
2. Accessible curb ramps
3. Decorative pedestrian crossings
4. Street lights and power to serve

Bid/Contract Documents, including Drawings and Technical Specifications are on file at Walker Partners, LLC 823 Washington Avenue, Suite 100, Waco, TX 76701.

Copies of the bidding documents can be obtained electronically online from CivCast (www.civcastusa.com). All questions must be submitted in writing through CivCast's Question and Answer feature. For more information, contact Amy Jo Moreno at (254) 714-1402 or amoreno@walkerpartners.com.

A bid bond in the amount of 5 percent of the bid issued by an acceptable surety shall be submitted with each bid. A certified check or bank draft payable to the City of Bellmead or negotiable U.S. Government Bonds (as par value) may be submitted in lieu of the Bid Bond.

[The project to be constructed will be financed with assistance from the Texas Department of Agriculture \(TDA\) under the U.S. Department of Housing and Urban Development Community Development Block Grant \(CDBG\) program and is subject to all applicable Federal and State laws and regulations.](#) Attention is called to the fact that not less than, the federally determined prevailing (Davis-Bacon and Related Acts) wage rate, as issued by the Department of Labor and contained in the contract documents, must be paid on this project. In addition, the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Adherence to the grant recipient's Section 3 Policy is required for contracts and subcontracts in excess of \$100,000.00.

All contractors/subcontractors that are debarred, suspended or otherwise excluded from or ineligible for participation on federal assistance programs may not undertake any activity in part or in full under this project. [Minority Business Enterprises, Small Business Enterprises, and Women Business Enterprises, and Historically Underutilized Business firms are encouraged to submit bids](#)

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

INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION

1. Use of Separate Bid Forms

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

2. Interpretations or Addenda

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

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

3. Inspection of Site

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

4. Alternate bid items

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

5. Bids

- a. All bids must be submitted on the forms provided and are subject to all requirements of the Contract Documents, including the Drawings.
- b. All bids must be regular in every respect and no interlineation, excisions or special conditions may be made or included by the bidder.

- c. Bid documents, including but not limited to the bid, the bid bond(s), the contractor's certifications, Certification of Bidder Regarding Civil Rights Laws and Regulations, Local Opportunity Plan, Conflict of Interest Questionnaire, Non-collusion Affidavit of Prime Bidder, Certification Regarding Lobbying, and the Statement of the Bidder's Qualifications, shall be sealed in an envelope and clearly labeled with the words "Bid Documents", the project number, name of bidder and the date and time of bid opening.
- d. The City / County may consider as irregular any bid on which there is an alteration of or departure from the bid form and, at its option, may reject any irregular bid.
- e. If a contract is awarded, it will be awarded to a responsible bidder on the basis of the lowest/best bid and the selected alternate bid items, if any. The contract will require the completion of the work in accordance with the contract documents.

6. Bid Modifications Prior to Bid Opening

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

7. Bid Bond

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

8. Statement of Bidders Qualifications

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

9. Unit Price

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

10. Corrections:

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

11. Time for Receiving Bids

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

12. Opening of Bids

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

13. Withdrawal of Bids

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

14. Award of Contract/Rejection of Bids

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

15. Execution of Agreement/Performance and Payment Bonds

- a. Performance Bonds - Requires all prime contractors which enter into a formal contract in excess of \$100,000 with the State, a county, or a municipality; a department, board, or agency of the state, a county, or a municipality; and a school district or a subdivision thereof, to obtain a Performance Bond in the amount of the contract before commencing with work
- b. Payment Bonds- Requires all prime contractors which enter into a formal contract with the State, a county, or a municipality; a department, board, or agency of the state, a county, or a municipality; and a school district or a subdivision thereof, to furnish to the governmental entity a payment bond in the amount of the contract. The payment bond must be filed within 30 days from the date of the Notice of Award:
 - Municipalities: If the contract is in excess of \$50,000, a payment bond is required.

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

16. Wages and Salaries

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

17. Equal Employment Opportunity

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

18. Certification Regarding Lobbying

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

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

- a. A local government officer shall file a conflicts disclosure statement with respect to a vendor if:
 - 1) the vendor enters into a contract with the local governmental entity or the local governmental entity is considering entering into a contract with the vendor; and
 - 2) the vendor:
 - I. has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that: (i) a contract between the local governmental entity and vendor has been executed; or (ii) the local governmental entity is considering entering into a contract with the vendor;
 - II. has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that: (i) a contract between the local governmental entity and vendor has been executed; or (ii) the local governmental entity is considering entering into a contract with the vendor; or has a family relationship with the local government officer.
- (a-1). A local government officer is not required to file a conflicts disclosure statement in relation to a gift accepted by the officer or a family member of the officer if the gift is: (1) a political contribution as defined by Title 15, Election Code; or (2) food accepted as a guest.

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

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

Equal Opportunity Guidelines for Construction Contractors

Note: To be included in bid packet and distributed at the preconstruction conference (optional)

1. What are the responsibilities of the offeror or bidder to ensure equal employment opportunity?

For contracts over \$ 10,000, the offeror or bidder must comply with the "Equal Opportunity Clause" and the "Standard Federal Equal Opportunity Construction Contract Specifications."

2. Are construction contractors required to ensure a legal working environment for all employees?

Yes, it is the construction contractor's responsibility to provide an environment free of harassment, intimidation, and coercion to all employees and to notify all foremen and supervisors to carry out this obligation, with specific attention to minority or female individuals.

3. To alleviate developing separate facilities for men and women on all sites, can a construction contractor place all women employees on one site?

No, two or more women should be assigned to each site when possible.

4. Are construction contractors required to make special outreach efforts to Section 3 or minority and female recruitment sources?

Yes, construction contractors must establish a current list of Section 3, minority and female recruitment sources. Notification of employment opportunities, including the availability of on-the-job training and apprenticeship programs, should be given to these sources. The efforts of the construction contractors should be kept in file.

5. Should records be maintained on the number of Section 3 residents, minority and females applying for positions with construction contractors?

Yes, records must be maintained to include a current list of names, addresses and telephone numbers of all Section 3, minority and female applicants. The documentation should also include the results of the applications submitted.

6. What happens if a woman or minority is sent to the union by the Contractor and is not referred back to the Contractor for employment?

If the unions impede the construction contractor's responsibility to provide equal employment opportunity, a written notice should be submitted to TDA.

7. What efforts are made by construction contractors to create entry-level positions for Section 3 residents, women and minorities?

Construction contractors are required to develop on-the-job training programs, or participate in training programs, especially those funded by the Department of Labor, to create positions for Section 3 residents, women and minorities and to meet employment needs.

8. Are any efforts made by the Contractor to publicize their Equal Employment Opportunity (EEO) policy?

Yes, the construction contractor is responsible for notifying unions and sources of training programs of their equal employment opportunity policy. Unions should be requested to cooperate in the effort of equal opportunity. The policy should be included in any appropriate manuals, or collective bargaining agreements. The construction contractor is encouraged to publicize the equal employment opportunity policy in the company newspaper and annual report. The Contractor is also responsible to include the EEO policy in all media advertisement.

9. Are any in-service training programs provided for staff to update the EEO policy?

At least annually a review of the EEO policy and the affirmative action obligations are required of all personnel employees of a decision-making status. A record of the meeting including date, time, location, persons present, subject matter discussed, and disposition of the subject matter should be maintained.

10. What recruitment efforts are made for Section 3 residents, minorities and women?

The construction contractor must notify, both orally and in writing, Section 3, minority and female recruitment sources one month prior to the date of acceptance for apprenticeship or other training programs.

11. Are any measures taken to encourage promotions for minorities and women?

Yes, an annual evaluation should be conducted for all minority and female personnel to encourage these employees to seek higher positions.

12. What efforts are taken to insure that personnel policies are in accordance with the EEO policy?

Personnel policies in regard to job practices, work assignments, etc. should be continually monitored to insure that the EEO policy is carried out.

13. Can women be excluded from utilizing any facilities available to men?

No, all facilities and company activities are non-segregated except for bathrooms or changing facilities to ensure privacy.

14. What efforts should be utilized to include minority and female contractors and suppliers?

Take affirmative steps to ensure that small, minority, and women owned businesses are included on all lists for contractors/service providers. Solicit these businesses when issuing RFPs and RFQs and soliciting construction bids. Divide project activities into small tasks to allow participation. Keep records of all offers to minority and female construction contractors.

15. If a construction contractor participates in a business related association that does not comply with equal opportunity affirmative action standards, does that show his/her failure to comply?

No, the construction contractor is responsible for its own compliance.

16. Can a construction contractor hire a subcontractor who has been debarred from government contracts pursuant to EEO?

No. The construction contractor must suspend, terminate or cancel its contract with any Subcontractor who is in violation of the EEO policy.

17. What effort has been taken by the construction contractor to monitor all employment to insure the company EEO policy is being carried out?

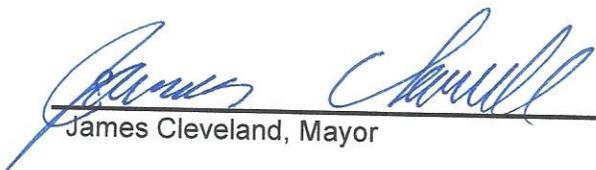
The construction contractor must designate a responsible individual to keep accurate records of all employees that includes specific information required by the government.

SECTION 3 POLICY

In accordance with 12 U.S.C. 1701u, (Section 3), the City of Bellmead agrees to implement the following steps, which, to the *greatest extent feasible*, will provide job training, employment and contracting opportunities for Section 3 residents and Section 3 businesses of the areas in which the program/project is being carried out.

- A. Introduce and pass a resolution adopting this plan as a policy to strive to attain goals for compliance to Section 3 regulations by increasing opportunities for employment and contracting for Section 3 residents and businesses.
- B. Assign duties related to implementation of this plan to the designated Civil Rights Officer.
- C. Notify Section 3 residents and business concerns of potential new employment and contracting opportunities as they are triggered by TxCDBG grant awards through the use of: Public Hearings and related advertisements; public notices; bidding advertisements and bid documents; notification to local business organizations such as the Chamber(s) of Commerce or the Urban League; local advertising media including public signage; project area committees and citizen advisory boards; local HUD offices; regional planning agencies; and all other appropriate referral sources. Include Section 3 clauses in all covered solicitations and contracts.
- D. Maintain a list of those businesses that have identified themselves as Section 3 businesses for utilization in TxCDBG funded procurements, notify those businesses of pending contractual opportunities, and make this list available for general Grant Recipient procurement needs.
- E. Maintain a list of those persons who have identified themselves as Section 3 residents and contact those persons when hiring/training opportunities are available through either the Grant Recipient or contractors.
- F. Require that all Prime contractors and subcontractors with contracts over \$100,000 commit to this plan as part of their contract work. Monitor the contractors' performance with respect to meeting Section 3 requirements and require that they submit reports as may be required by HUD or TDA to the Grant Recipient.
- G. Submit reports as required by HUD or TDA regarding contracting with Section 3 businesses and/or employment as they occur; and submit reports within 20 days of federal fiscal year end (by October 20) which identify and quantify Section 3 businesses and employees.
- H. Maintain records, including copies of correspondence, memoranda, etc., which document all actions taken to comply with Section 3 regulations.

As officers and representatives of the City of Bellmead, we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.


James Cleveland, Mayor

4-13-2021
Date

Statement of Bidder's Qualifications

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

Date: _____
Bidder (Legal Name of Firm): _____
Date Organized: _____
Name of Owner(s): _____
Address: _____

Date Incorporated _____
Federal ID Number: _____
Number of Years in contracting business under present name _____
List all other names under which your business has operated in the last 10 years:

Work Presently Under Contract:

Contract	Amount \$	Completion Date
_____	_____	_____
_____	_____	_____
_____	_____	_____

Type of work performed by your company: _____

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

Have you ever failed to complete any work awarded to you? Yes No
(If yes, please attach summary of details on a separate sheet. Include brief explanation of cause and resolution)

Have you ever defaulted on a contract? Yes No
(If yes, please attach summary of details on a separate sheet.)

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

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

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

Project	Amount \$	Mo/Yr Completed
_____	_____	_____
_____	_____	_____
_____	_____	_____

Major equipment available for **this** contract: _____

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

(Optional) Minority Business Reporting Information:

Owner's Race: _____

Owner's Ethnicity: _____

Owner's Gender: _____

Are you a Section 3 business? (see below) Yes No

Section 3 Business Concerns:

- a) Businesses that are 51 percent or more owned by Section 3 residents;
- b) Businesses whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the firm were Section 3 residents;
- c) Businesses that provide evidence of a commitment to subcontract in excess of 25 percent of the dollar amount of all subcontracts to be awarded to businesses that meet the qualifications described above; or
- d) Businesses located within the Grant Recipient's jurisdiction that identifies themselves as Section 3 Business Concerns because they provide economic opportunities for low- and very low-income persons.

Bank References

Address: _____ Contact Name: _____
City & State: _____ Zip: _____ Phone Number: _____
Credit available: \$ _____

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

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

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

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

Signed this _____ day of _____, 20_____.

Signature

Printed Name and Title

Company Name

Notary Statement:

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

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

Notary Public

Signature

Printed Name

My Commission Expires: _____,

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

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 disclosure statement with respect to a vendor if:

(2) the vendor:

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

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

or

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of Texas

County of _____

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

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

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

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

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

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

(Signed) _____

Title

Subscribed and sworn to me this _____ day of _____.

By: _____
Notary Public

My commission expires _____

BID FORM

To: CITY OF BELLMEAD
3015 BELLMEAD DRIVE
BELLMEAD, TEXAS 76705

From: _____
(name of firm submitting bid)

Project: CITY OF BELLMEAD – BELLMEAD DRIVE STREETSCAPING IMPROVEMENTS

1.0 DECLARATION

The undersigned, as Bidder, having carefully examined the place of the Work, the Drawings, and Project Manual prepared by Walker Partners, and the following Addenda,

Addendum No. _____ dated _____
Addendum No. _____ dated _____
Addendum No. _____ dated _____
Addendum No. _____ dated _____

agrees to accomplish the Work in accordance with the Contract Documents, and will enter into a Contract (Agreement), if awarded on the basis of this Bid, within 60 days after the receipt of bids. It is understood that the quantities shown for any work to be done at a unit price are approximately only and are intended principally to serve as a guide in evaluating bids. Payments for such items shall be made on the basis of the actual quantity incorporated into the Work.

2.0 PROPOSAL

(a) We, the undersigned, having carefully examined the Contract Documents and the site of the Work and being familiar with all conditions of the same, hereby offers to perform the work for the following prices:

Item	Description	Quantity	Unit	Unit Price	Total Amount
1.00	General Conditions				
1.01	Mobilization, Traffic Handling, and Incidentals	1	LS	_____	_____
1.02	Stormwater Pollution Prevention Plan	1	LS	_____	_____
1.03	Stormwater Pollution Prevention Plan Implementation	1	LS	_____	_____
Subtotal General Conditions					_____

2.00 Demolition

2.01	Remove and Replace Brick Pavers	1340	SY	_____	_____
2.02	Remove Existing Concrete	35	SY	_____	_____
2.03	Remove Existing Signage	3	EA	_____	_____

Subtotal Demolition

3.00 Sidewalk Improvements

3.01	Concrete Sidewalk	640	SY	_____	_____
3.02	Accessible Ramps	20	EA	_____	_____
3.03	Install Decorative Crosswalk	175	LF	_____	_____
3.04	Relocate Existing Signage	3	EA	_____	_____
3.05	Striping	1	LS	_____	_____

Subtotal Street Improvements

4.00 Electrical Improvements

4.01	Antique Acorn Street Light	12	EA	_____	_____
4.02	In-Grade Pull Box	12	EA	_____	_____
4.03	#6 Wire	30	LF	_____	_____
4.04	#10 Wire	1935	LF	_____	_____
4.05	#20 Wire	210	LF	_____	_____
4.06	1" Conduit	715	LF	_____	_____
4.07	1.25" Conduit	10	LF	_____	_____
4.08	Connect to Existing Power	4	EA	_____	_____

Subtotal Electrical Improvements

TOTAL BASE BID

Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

(b) We agree to substantially complete the work within _____ calendar days after the date the contract time commences to run.

3.0 SIGNATURES

The undersigned certifies that the bid prices contained in this proposal have been carefully checked and are submitted as correct and final and agrees to perform all work of whatever nature required in strict accordance with the terms, conditions, and requirements of the Contract Documents.

Bidder: _____
(Print or type the name of company)

By: _____
(Signature of duly authorized officer of the company)

Name: _____
(Print or type name executing the Bid)

Title: _____
(Print or type the title of person executing the Bid)

Address: _____

(Print or type business address of Bidder)

Telephone: _____
(Print or type telephone number)

END OF SECTION

BID BOND

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

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

NOW, THEREFORE, the Principal shall not withdraw said Bid within the period specified therein after the opening of the same, or, if no period be specified, within thirty (60) days after the said opening, and shall within the period specified therefor, or if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the Local Public Agency in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the Local Public Agency the difference between the amount specified in said Bid and the amount for which the local Public Agency may procure the required work or supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

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

(SEAL)

(SEAL)

Attest:

By: _____

Affix
Corporate
Seal

Attest:

By: _____

Affix
Corporate
Seal

Attest:

By: _____

Countersigned

By _____

* Attorney-in-Fact, State of Texas

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

Corporate
Seal

Title: _____

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

CERTIFICATION OF BIDDER REGARDING CIVIL RIGHTS LAWS AND REGULATIONS

INSTRUCTIONS

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

NAME AND ADDRESS OF BIDDER (include ZIP Code)

CERTIFICATION BY BIDDER

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

- Yes No

The undersigned hereby certifies that:

- The Provision of Local Training, Employment, and Business Opportunities clause (Section 3 provision) is included in the Contract. A written Section 3 plan (Local Opportunity Plan) was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$100,000).
- The Equal Opportunity clause is included in the Contract (if bid equals or exceeds \$10,000).

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

- Yes No

NAME AND TITLE OF SIGNER (Please type)

SIGNATURE

DATE

CONTRACTOR'S LOCAL OPPORTUNITY PLAN

_____ agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the City of Bellmead, McLennan County.

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

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

Signature

Printed Name

Title

Date

Proposed Contracts Breakdown

Instructions for Proposed Contracts Breakdown and Estimated Project Workforce Breakdown

Proposed Contracts Breakdown

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

No. of Contracts – Number of contracts under this category

Approximate Total Dollar Amount – Total amount of each contract

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

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

Estimated Project Workforce Breakdown

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

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

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

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

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

PROPOSED CONTRACTS BREAKDOWN

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

ESTIMATED PROJECT WORKFORCE BREAKDOWN

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

Certification Regarding Lobbying

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

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

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

Signature of Contractor's Authorized Official

Printed Name and Title of Contractor's Authorized Official

Date

Disclosure of Lobbying Activities

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

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

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

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

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

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

CONSTRUCTION CONTRACT STANDARD FORM OF AGREEMENT

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

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

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

Special Notes:

Note 1. Strike out the terms not applicable.

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

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

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

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

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

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

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

(The Contractor)

By _____ [Note 4]

Title _____

(City/County)

By _____

Title _____

Special Notes:

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

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

Corporate Certifications

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

Corporate
Seal

(Corporate Secretary)

GENERAL CONDITIONS - PART I FOR CONSTRUCTION

1. Contract and Contract Documents

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

2. Definitions

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

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

3. Supervision By Contractor

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

4. Subcontracts

- (a) The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until Contractor has verified the subcontractor is eligible to participate in federally funded contracts.
- (b) No proposed subcontractor shall be disapproved by the City/County except for cause.
- (c) The Contractor shall be as fully responsible to the City for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them.
- (d) Nothing contained in the Contract shall create any contractual relation between any subcontractor and the City.

5. Fitting and Coordination of Work

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

6. Payments to Contractor

(a) Partial Payments

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

(b) Final Payment

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

(c) Payments Subject to Submission of Certificates

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

(d) Withholding Payments

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

7. Changes in the Work

- (a) The City may make changes in the scope of work required to be performed by the Contractor under the Contract without relieving or releasing the Contractor from any obligations under the Contract or any guarantee given pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise. Additionally, all such change orders must be approved by TxCDBG prior to execution of same.
- (b) Except for the purpose of affording protection against any emergency endangering health, life, limb or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the improvements or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the City authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract Price will be valid unless so ordered.
- (c) If applicable unit prices are contained in the Contract, the City may order the Contractor to proceed with desired unit prices specified in the Contract; provided that in case of a unit price contract the net value of all changes does not increase the original total amount of the agreement by more than twenty-five percent (25%) or decrease the original total amount by more than twenty-five percent (25%) for municipalities and eighteen percent (18%) for counties without the written consent of the contractor. [Texas Local Government Code Section 252.048(d) and Section 262.031(b)]
- (d) Each change order shall include in its final form:
 - 1) A detailed description of the change in the work.
 - 2) The Contractor's proposal (if any) or a confirmed copy thereof.
 - 3) A definite statement as to the resulting change in the contract price and/or time.
 - 4) The statement that all work involved in the change shall be performed in accordance with contract requirements except as modified by the change order.
 - 5) The procedures as outlined in this Section for a unit price contract also apply in any lump sum contract.

8. Claims for Extra Cost

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

9. Termination, Delays, and Liquidated Damages

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

City may at any time and for any reason terminate Contractor's services and work at City 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. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against City for any additional compensation or damages in the event of such termination and payment.

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

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

(c) Liquidated Damages for Delays.

If the work is not completed within the time stipulated in the applicable bid for Lump Sum or Unit Price Contract provided, the Contractor shall pay to the City as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) the amount of \$500.00 for each calendar day of delay, until the work is completed. The Contractor and Contractor's sureties shall be liable to the City for the amount thereof.

(d) Excusable Delays.

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

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

10. Assignment or Novation

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

11. Technical Specifications and Drawings

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

12. Shop Drawings

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

13. Requests for Supplementary Information

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

14. Materials and Workmanship

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

15. Samples, Certificates and Tests

- (a) The Contractor shall submit all material or equipment samples, certificates, affidavits, etc., as called for in the contract documents or required by the Engineer, promptly after award of the contract and acceptance of the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been approved in writing by the Engineer. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the contract time.
- (b) Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information which will assist the Engineer in making a prompt decision regarding the acceptability of the sample. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.
- (c) Approval of any materials shall be general only and shall not constitute a waiver of the City's right to demand full compliance with Contract requirements. After actual deliveries, the Engineer will have such check tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the Engineer will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable.
- (d) Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:
 - 1) The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the Engineer;
 - 2) The Contractor shall assume all costs of re-testing materials which fail to meet contract requirements;
 - 3) The Contractor shall assume all costs of testing materials offered in substitution for those found deficient;
 - 4) The City will pay all other expenses.

16. Permits and Codes

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

17. Care of Work

- (a) The Contractor shall be responsible for all damages to person or property that occur as a result of its fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance.
- (b) In an emergency affecting the safety of life, limb or property, including adjoining property, the Contractor, without special instructions or authorization from the City is authorized to act to prevent such threatened loss or injury. Contractor shall follow all instructions of City.
- (c) The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and shall be responsible for completely repairing any damage thereto caused by the operations.
- (d) The Contractor shall shore up, brace, underpin, secure, and protect as maybe necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the improvements included in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the City from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the City may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

18. Accident Prevention

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

19. Sanitary Facilities

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

20. Use of Premises

- (a) The Contractor shall confine equipment, storage of materials, and construction operations to the contract limits as shown on the drawings and as prescribed by ordinances or permits, or as may be desired by the City, and shall not unreasonably encumber the site or public rights of way with materials and construction equipment.
- (b) The Contractor shall comply with all reasonable instructions of the City and all existing federal, state and local regulations regarding signs, advertising, traffic, fires, explosives, danger signals, and barricades.

21. Removal of Debris, Cleaning, Etc.

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

22. Inspection

- (a) All materials and workmanship shall be subject to inspection, examination, or test by the City and Engineer at any and all times during manufacture or construction and at any and all places where such manufacture or construction occurs. The City shall have the right to reject defective material and workmanship or require its correction. Unacceptable

workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the City may by contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any Monies which may be due the Contractor, without prejudice to any other rights or remedies of the City.

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

23. Review by City

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

24. Final Inspection

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

25. Deduction for Uncorrected Work

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

26. Insurance

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

(a) Worker's Compensation Insurance: The Contractor shall procure and shall maintain during the life of this contract Worker's Compensation Insurance as required by the State of Texas for all of his employees to be engaged in work at the site of the project under this contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance.

(b) Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance. The Contractor shall procure and shall maintain during the life of this contract Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the following amounts:

1. Workers Compensation

- A. Statutory Workers Compensation Benefits
- B. Employer Liability:
 - Bodily Injury by Accident - \$1,000,000 Each Accident
 - Bodily Injury by Disease - \$1,000,000 Policy Limit
 - Bodily Injury by Disease - \$1,000,000 Each Employee

2. Commercial General Liability

\$1,000,000 Combined Single Limit of Bodily Injury
Liability and Property Damage Liability Per Occurrence

\$2,000,000 General Aggregate Limit
\$2,000,000 Products & Completed Operations Aggregate Limit
\$1,000,000 Personal and Advertising Injury Limit

3. Business Auto Liability

- A. \$1,000,000 Combined Single Limit of Bodily Injury
Liability and Property Damage Liability

4. Excess Liability

- A. \$2,000,000 Each Occurrence Limit
\$2,000,000 Aggregate Limit

(c) Proof of Insurance: The Contractor shall furnish the City with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days written notice has been received by the City."

27. Warranty of Title

No material, supplies, or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease-purchase or other agreement by which an interest is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same, together with all improvements and appurtenances constructed or placed by Contractor, to the City free from any claims, liens, or charges. Neither the Contractor nor any person, firm, or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any

improvement or appurtenance. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any law permitting such persons to look to funds due the Contractor. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

28. Warranty of Workmanship and Materials

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the improvements included in this Contract by the City or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of 12 months from the date of final acceptance of the work.

29. Job Offices

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

30. Partial Use of Site Improvements

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

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

31. Local Program Liaison

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

32. Access to Information

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

33. Records Retention

- (a) The Contractor shall retain all required records for three years after the City makes its final payment and all pending matters are closed.
- (b) Contractor shall include the substance of this clause in all subcontracts it awards.

34. Resolution of Program Non-Compliance and Disallowed Costs

In the event of any dispute, claim, question, or disagreement arising from or relating to this Contract, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or

disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Contract and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

35. Compliance with Davis-Bacon Act

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

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

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

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

2) the vendor:

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

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

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

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

37. Conflicts of interest.

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

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

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

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

Contractor shall file the required certification: The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of 40 hours in such work week unless such laborer or mechanic

receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of 40 hours in such work week, as the case may be.

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

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

42. Equal Opportunity Clause

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

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

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

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

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

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

45. 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.

46. Non Segregated Facilities

The Contractor certifies that he does not and will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not and will not permit his employees any segregated facilities at any of his establishments, or permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. As used in this paragraph the term "segregated facilities" means any waiting rooms, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

47. [If this Contract is greater than \$100,000]Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.

- (a) The work to be performed under this Contract is subject to the requirements of section 3 of the Housing and Urban Development (HUD) Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this Contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- (c) The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- (e) The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

(g) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

48. Contract Documents and Drawings

The City will furnish the Contractor without charge 3 copies of the Contract Documents, including Technical Specifications and Drawings. Additional copies requested by the Contractor will be furnished at cost.

49. Contract Period

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

50. Liquidated Damages

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

51. Gender Neutral - Gender References

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

52. Patent Rights and Inventions

The Firm shall comply with the requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract. (2 CFR 200 Appendix II (f) and Rights to Inventions in 37 CFR Part 401).

Rights to Inventions Made Under a Contract or Agreement - If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. (2 CFR 200 Appendix II (f), Rights to Inventions)

53. Energy Efficiency

The Contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871). (24 CFR 85.36 (i) (13)).

54. Verification No Boycott Israel.

As required by Chapter 2271, Government Code, CONTRACTOR hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic

harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

55. Foreign Terrorist Organizations.

Pursuant to Chapter 2252, Texas Government Code, [Company] represents and certifies that, at the time of execution of this Agreement neither [Company], nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

MINORITY/FEMALE GOALS AND TIMETABLES

The female employment goal is effective as of April 1980 and is currently 6.9%. The percentages for minority participation in Texas are:

Texarkana Area:

Texarkana & Bowie Co.	19.7
Non-MSA Counties of Camp, Cass, Lamar, Morris, Red River & Titus	20.2

Tyler-Longview Area:

Longview, Gregg Co. & Harrison Co.	22.8
Tyler & Smith Co.	23.5
Non-MSA Counties of Anderson, Angelina, Cherokee, Henderson, Marion, Nacogdoches, Panola, Rusk, San Augustine, Shelby, Upshur & Wood	22.5

Beaumont-Port Arthur Area:

Beaumont, Port Arthur, Orange, Hardin Co., Jefferson Co., & Orange Co.	22.6
Non-MSA Counties of Jasper, Houston, Newton, Sabine, & Tyler	22.6

Houston Area:

Bryan, College Station & Brazos Co.	23.7
Galveston, Texas City & Galveston Co.	28.9
Houston, Brazoria Co., Fort Bend Co., Harris Co., Liberty Co., Montgomery Co. & Waller Co.	27.3
Non-MSA Counties of Austin, Burleson, Calhoun, Chambers, Colorado, DeWitt, Fayette, Goliad, Grimes, Jackson, Lavaca, Leon, Madison, Matagorda, Polk, Robertson, San Jacinto, Trinity, Victoria, Walker, Washington, & Wharton	27.4

Austin Area:

Austin, Hays Co., Travis Co., & Williamson Co.	24.1
Non-MSA Counties of Bastrop, Blanco, Burnet, Caldwell, Lee & Llano	24.2

Waco, Killeen, Temple Area:

Killeen, Temple, Bell Co. & Coryell Co.	16.4
Waco & McLennan Co.	20.7
Non-MSA Counties of Bosque, Falls, Freestone, Hamilton, Hill, Lampasas, Limestone, Milam & Mills	18.6

Dallas, Fort Worth Area:

Dallas, Fort Worth, Collin Co., Dallas Co., Denton Co., Ellis Co., Hood Co., Johnson Co., Kaufman Co., Parker Co., Rockwall Co., Tarrant Co. & Wise Co.	18.2
Sherman, Denison & Grayson Co.	9.4
Non-MSA Counties of Cooke, Delta, Erath, Fannin, Franklin, Hopkins, Hunt, Jack, Montague, Navarro, Palo Pinto, Rains, Somervell, & Van Zandt	17.2

Wichita Falls Area:

Wichita Falls, Clay Co. & Wichita Co.	12.4
Non-MSA Counties of Archer, Baylor, Cottle, Foard, Hardeman, Wilbarger & Young	11.0

Abilene Area:

Abilene, Callaghan Co., Jones Co. & Taylor Co.	11.6
Non-MSA Counties of Brown, Coleman, Comanche, Eastland, Fisher, Haskell, Kent, Knox, Mitchell, Nolan, Scurry, Shackelford, Stephens, Stonewall & Throckmorton	10.9

San Angelo Area:

San Angelo & Tom Green Co.	19.2
Non-MSA Counties of Coke, Concho, Crockett, Irion, Kimble, McCullough, Mason, Menard, Reagan, Runnels, San Saba, Schleicher, Sterling, Sutton & Terrell	20.0

San Antonio Area:

Laredo & Webb Co.	87.3
San Antonio, Bexar Co., Comal Co. & Guadalupe Co.	47.8
Non-MSA Counties of Atascosa, Bandera, Dimmit, Edwards, Frio, Gillespie, Gonzales, Jim Hogg, Karnes, Kendall, Kerr, Kinney, La Salle, McMullen, Maverick, Medina, Real, Uvalde, Val Verde, Wilson, Zapata & Zavala	49.4

Corpus Christi Area:

Corpus Christi, Nueces Co. & San Patricio Co.	41.7
Non-MSA Counties of Aransas, Bee, Brooks, Duval, Jim Wells, Kenedy, Kleberg, Live Oak & Refugio	44.2

Brownsville, McAllen, Harlingen Area:

Brownsville, Harlingen, San Benito & Cameron Co.	71.0
McAllen, Pharr, Edinburg & Hidalgo Co.	72.8
Non-MSA Counties of Starr & Willacy	72.9

Odessa, Midland Area:

Midland & Midland Co.	19.1
Odessa & Ector Co.	15.1
Non-MSA Counties of Andrews, Crane, Glasscock, Howard, Loving, Martin, Pecos, Reeves, Upton, Ward & Winkler	18.9

El Paso Area:

El Paso & El Paso Co.	57.8
Non-MSA Counties of Brewster, Culbertson, Hudspeth, Jeff Davis & Presidio	49.0

Lubbock Area:

Lubbock & Lubbock Co.	19.6
Non-MSA Counties of Bailey, Borden, Cochran, Crosby, Dawson, Dickens, Floyd, Gaines, Garza, Hale, Hockley, King, Lamb, Lynn, Motley, Terry & Yoakum	19.5

Amarillo Area:

Amarillo, Potter Co. & Randall Co.	9.3
Non-MSA Counties of Armstrong, Briscoe, Carson, Castro, Childress, Collingsworth, Dallam, Deaf Smith, Donley, Gray, Hall, Hansford, Hartley, Hemphill, Hutchinson, Lipscomb, Moore, Ochiltree, Oldham, Parmer, Roberts, Sherman, Swisher, & Wheeler	11.0

Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development Office of Labor Relations

Applicability

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

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

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

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

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

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

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

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

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for

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

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

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

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

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

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

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

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

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

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

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

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

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

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

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

4. Apprentices and Trainees.

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

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable

classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

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

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

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

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

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

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

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

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

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

Updated Annually. See
DOL website and
section 7.2.1 of this
manual.

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

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

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

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

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

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

TITLE 29: LABOR

PART 3—CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES

Contents

- §3.1 Purpose and scope.
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 - §3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.
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 - §3.6 Payroll deductions permissible with the approval of the Secretary of Labor.
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 - §3.8 Action by the Secretary of Labor upon applications.
 - §3.9 Prohibited payroll deductions.
 - §3.10 Methods of payment of wages.
 - §3.11 Regulations part of contract.
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AUTHORITY: R.S. 161, sec. 2, 48 Stat. 848; Reorg. Plan No. 14 of 1950, 64 Stat. 1267; 5 U.S.C. 301; 40 U.S.C. 3145; Secretary's Order 01-2008; and Employment Standards Order No. 2001-01.

SOURCE: 29 FR 97, Jan. 4, 1964, unless otherwise noted.

§3.1 Purpose and scope.

This part prescribes “anti-kickback” regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

§3.2 Definitions.

As used in the regulations in this part:

(a) The terms *building* or *work* generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a *building* or *work* within the meaning of the regulations in this part.

(b) The terms *construction*, *prosecution*, *completion*, or *repair* mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms *public building* or *public work* include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term *building or work financed in whole or in part by loans or grants from the United States* includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is *employed* and receiving *wages*, regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term *any affiliated person* includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary, or otherwise, and an officer or agent of such corporation.

(g) The term *Federal agency* means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentalities.

[29 FR 97, Jan. 4, 1964, as amended at 38 FR 32575, Nov. 27, 1973]

§3.3 Weekly statement with respect to payment of wages.

(a) As used in this section, the term *employee* shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by this part 3 and part 5 of this title during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be on the back of Form WH 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Copies of Form WH 347 may be obtained from the Government contracting or sponsoring agency or from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site.

(c) The requirements of this section shall not apply to any contract of \$2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

[29 FR 97, Jan. 4, 1964, as amended at 33 FR 10186, July 17, 1968; 47 FR 23679, May 28, 1982; 73 FR 77511, Dec. 19, 2008]

§3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.

(a) Each weekly statement required under §3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each

laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

(Reporting and recordkeeping requirements in paragraph (b) have been approved by the Office of Management and Budget under control number 1215-0017)

[29 FR 97, Jan. 4, 1964, as amended at 47 FR 145, Jan. 5, 1982]

§3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A *bona fide prepayment of wages* is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the contractor, subcontractor, or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: *Provided, however,* That the following standards are met:

(1) The deduction is not otherwise prohibited by law;

(2) It is either:

(i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or

(ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees;

(3) No profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and

(4) The deductions shall serve the convenience and interest of the employee.

(e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: *Provided, however,* that a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

(j) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and part 531 of this title. When such a deduction is made the additional records required under §516.25(a) of this title shall be kept.

(k) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own property for his personal protection in his work, such as safety shoes, safety glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnished by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either

(1) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or

(2) Provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.

[29 FR 97, Jan. 4, 1964, as amended at 36 FR 9770, May 28, 1971]

§3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under §3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law;

(c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.

§3.7 Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under §3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.

(b) The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of 1 year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of §3.6, and specifies any conditions which have changed in regard to the payroll deductions.

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of §3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

(d) The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

[29 FR 97, Jan. 4, 1964, as amended at 36 FR 9771, May 28, 1971]

§3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of §3.6; and shall notify the applicant in writing of his decision.

§3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under §3.6 are prohibited.

§3.10 Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

§3.11 Regulations part of contract.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see §5.5(a) of this subtitle.

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

CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

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

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

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

2. Certifies that:

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

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

4. Certifies that:

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

(b) The undersigned is (choose one):

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

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

NAME	TITLE	ADDRESS

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

NAME	ADDRESS	NATURE OF INTEREST

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

NAME	ADDRESS	TRADE CLASSIFICATION

(Contractor)

Date _____

By _____

Wage Rate Issuance Notice

A702

The Davis-Bacon Act requires a valid Wage Decision be included in the bid package and construction contract specifications before bids are opened and be in effect on the date of the construction contract award. Obtain the most current Davis-Bacon wage decisions at www.wdol.gov.

TxCDBG Contract:

Grant Recipient Name: **Bellmead**

TxCDBG Contract #: **7220112**

LSO Name: **Anthony Gonzales**

Detailed Description of Bid Activity:

Contractor shall install approximately one thousand six hundred linear feet (1,600 l.f.) of concrete sidewalk, nineteen (19) ADA accessible curb ramps, thirteen (13) streetlights, eleven (11) decorative concrete crosswalks utilizing three thousand two hundred eighty square feet (3,280 s.f.) of material, and all associated appurtenances.

Date LSO Issued Wage Rates: **04/04/2022**

Estimated Bid Opening Date: **TBD**

I have determined that the following General Wage Decision to be applicable for this construction work:

Wage Decision Number: T20220007 M1 Published: 02/25/2022

Type of Work (check one): Heavy Highway Building Residential

ISSUED BY:

Name: Anthony Gonzales Date: 04/04/2022

Address: 2201 Northland Dr City: Austin

State: Texas Zip: 78756 Phone No: (512) 563-6193

***** Attach wage decision to this form and retain copy in local files.
Do not send a copy of this form to TDA*****

Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022

* SUTX2011-006 08/03/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving and Structures).....	\$ 12.56	**
ELECTRICIAN.....	\$ 26.35	
FORM BUILDER/FORM SETTER		
Paving & Curb.....	\$ 12.94	**
Structures.....	\$ 12.87	**
LABORER		
Asphalt Raker.....	\$ 12.12	**
Flagger.....	\$ 9.45	**
Laborer, Common.....	\$ 10.50	**
Laborer, Utility.....	\$ 12.27	**
Pipelayer.....	\$ 12.79	**
Work Zone Barricade Servicer.....	\$ 11.85	**
PAINTER (Structures).....	\$ 18.34	
POWER EQUIPMENT OPERATOR:		
Agricultural Tractor.....	\$ 12.69	**
Asphalt Distributor.....	\$ 15.55	
Asphalt Paving Machine.....	\$ 14.36	**
Boom Truck.....	\$ 18.36	
Broom or Sweeper.....	\$ 11.04	**
Concrete Pavement Finishing Machine.....	\$ 15.48	
Crane, Hydraulic 80 tons or less.....	\$ 18.36	
Crane, Lattice Boom 80 tons or less.....	\$ 15.87	
Crane, Lattice Boom over 80 tons.....	\$ 19.38	
Crawler Tractor.....	\$ 15.67	
Directional Drilling Locator.....	\$ 11.67	**
Directional Drilling		

Operator.....	\$ 17.24	
Excavator 50,000 lbs or		
Less.....	\$ 12.88	**
Excavator over 50,000 lbs...	\$ 17.71	
Foundation Drill, Truck		
Mounted.....	\$ 16.93	
Front End Loader, 3 CY or		
Less.....	\$ 13.04	**
Front End Loader, Over 3 CY.	\$ 13.21	**
Loader/Backhoe.....	\$ 14.12	**
Mechanic.....	\$ 17.10	
Milling Machine.....	\$ 14.18	**
Motor Grader, Fine Grade....	\$ 18.51	
Motor Grader, Rough.....	\$ 14.63	**
Pavement Marking Machine....	\$ 19.17	
Reclaimer/Pulverizer.....	\$ 12.88	**
Roller, Asphalt.....	\$ 12.78	**
Roller, Other.....	\$ 10.50	**
Scraper.....	\$ 12.27	**
Spreader Box.....	\$ 14.04	**
Trenching Machine, Heavy....	\$ 18.48	
Servicer.....	\$ 14.51	**
Steel Worker		
Reinforcing.....	\$ 14.00	**
Structural.....	\$ 19.29	
TRAFFIC SIGNALIZATION:		
Traffic Signal Installation		
Traffic Signal/Light Pole		
Worker.....	\$ 16.00	
TRUCK DRIVER		
Lowboy-Float.....	\$ 15.66	
Off Road Hauler.....	\$ 11.88	**
Single Axle.....	\$ 11.79	**
Single or Tandem Axle Dump		
Truck.....	\$ 11.68	**
Tandem Axle Tractor w/Semi		
Trailer.....	\$ 12.81	**
WELDER.....	\$ 15.97	

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

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the

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

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISIO"

TDA - ORA Signage Requirements

Temporary Project Signage

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

Requirements of temporary signage include:

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

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

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

GrantWorks can provide a temporary sign meeting the minimum requirements at the pre-construction conference, upon request.

Projects Requiring Permanent Signage

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

Requirements of permanent signage include:

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

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

REQUIRED CONTRACT PROVISIONS

Recommended additional condition - Payment under this contract must be processed through the Texas Department of Agriculture - Office of Rural Affairs. Receipt of payment from the Grant Recipient will take at least 45 to 60 days from the time of pay estimate approval by the project engineer.

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Italics – Explanatory; not contract language

All Contracts

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

None	Grantees or subgrantees must retain all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.	2 CFR 200.333 (former 24 CFR (85.36(i)(11))
None	<p>Sec. 176.003. CONFLICTS DISCLOSURE STATEMENT REQUIRED.</p> <p>(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:</p> <p>(1) the vendor enters into a contract with the local governmental entity or the local governmental entity is considering entering into a contract with the vendor; and</p> <p>(2) the vendor:</p> <p>(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that: (i) a contract between the local governmental entity and vendor has been executed; or (ii) the local governmental entity is considering entering into a contract with the vendor;</p> <p>(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that: (i) a contract between the local governmental entity and vendor has been executed; or (ii) the local governmental entity is considering entering into a contract with the vendor; or has a family relationship with the local government officer.</p> <p>(a-1) A local government officer is not required to file a conflicts disclosure statement in relation to a gift accepted by the officer or a family member of the officer if the gift is: (1) a political contribution as defined by Title 15, Election Code; or (2) food accepted as a guest.</p> <p>(a-2) A local government officer is not required to file a conflicts disclosure statement under Subsection (a) if the local governmental entity or vendor described by that subsection is an administrative agency created under Section 791.013, Government Code.</p> <p>(b) A local government officer shall file the conflicts disclosure statement with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of the statement under Subsection (a).</p>	Chapter 176 of the Local Government Code
>\$10,000	<p><i>(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.</i></p> <p>Use the following language for contracts > \$ 10,000:</p> <p><u>Termination for Cause</u></p> <p>If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the City/County shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor pursuant to</p>	2 CFR 200 APPENDIX II (B)

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

Additional provisions for administration & engineering contracts associated with construction contracts

THRESHOLD	PROVISION	CITATION
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<p>>\$10,000</p>	<p><i>Italics – Explanatory; not contract language)</i></p> <p><i>2 CFR 200 Appendix II (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”</i></p> <p><i>Therefore, include the following EO clause (not in italics) in construction contracts including construction associated administration and engineering contracts > \$10,000:</i></p> <p>§60-1.4(b) Equal opportunity clause.</p> <p>(b) Federally assisted construction contracts. Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</p> <p>The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</p> <p>During the performance of this contract, the contractor agrees as follows:</p> <p>(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.</p> <p>(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.</p> <p>(3) The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee’s essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to</p>	<p>41 CFR §60-1.4(b) And 2 CFR 200 APPENDIX II (C)</p>
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such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

	<p>The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.</p> <p>(c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.</p> <p>(d) Incorporation by reference. The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate.</p> <p>(e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.</p> <p>(f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.</p> <p>[43 FR 49240, Oct. 20, 1978, as amended at 62 FR 66971, Dec. 22, 1997; 79 FR 72993, Dec. 9, 2014; 80 FR 54934, September 11, 2015]</p>	
<p>>\$100,000</p>	<p><i>§135.38 Section 3 clause</i> <i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i></p> <p>A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.</p> <p>B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.</p> <p>C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this</p>	<p>24 CFR §135.38</p>

	<p>section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.</p> <p>D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.</p> <p>E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.</p> <p>F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.</p> <p>G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).</p>	
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Construction Contracts

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

<p>(Satisfied with inclusion of HUD 4010)</p>	<p><i>Copeland “Anti-Kickback” Act (18 U.S.C. 874; 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3):</i></p> <p>(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.</p>	
<p>>\$10,000</p>	<p><i>Italics – Explanatory; not contract language)</i></p> <p><i>2 CFR 200 Appendix II (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”</i></p> <p><i>Therefore, include the following EO clause (not in italics) in construction contracts including construction associated administration and engineering contracts > \$10,000:</i></p> <p>§ 60-1.4(b) Equal opportunity clause.</p> <p>(b) Federally assisted construction contracts. Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</p> <p>The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</p> <p>During the performance of this contract, the contractor agrees as follows:</p>	<p>41 CFR §60-1.4(b) And 2 CFR 200 APPENDIX II (C)</p>

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

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every

subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

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

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

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

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

	[43 FR 49240, Oct. 20, 1978, as amended at 62 FR 66971, Dec. 22, 1997; 79 FR 72993, Dec. 9, 2014; 80 FR 54934, September 11, 2015]	
≥\$100,000	(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303
>\$100,000 (Satisfied with inclusion of HUD 4010)	(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.	2 CFR 200 APPENDIX II (E)
>\$100,000 for contracts (And federal assistance >\$200,000)	<p><i>§135.38 Section 3 clause</i> <i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i></p> <p>A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.</p> <p>B. The parties to this contract agree to comply with HUD’s regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.</p> <p>C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of the contractor’s commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.</p>	24 CFR §135.38

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

SECTION 504 CERTIFICATION

POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

The _____ does not discriminate on the basis of disability status in the admission or access to, or treatment or employment in, its federally assisted programs or activities.

(Name) _____

(Address) _____

City State Zip

Telephone Number () _____ - _____ Voice

() _____ - _____ TDD

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

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that:

(Name of Contractor or Company)

(Address)

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

and _____
(Name of Surety Company)

(Address)

hereinafter called Surety, are held and firmly bound unto

(Name of Recipient)

(Recipient's Address)

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

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

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

(Project Name)

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

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

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

IN WITNESS WHEREOF, this instrument is executed in _____ counter-parts, each on of
(Number)

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

ATTEST:

(Principal)

(Principal Secretary) By _____ (s)

(SEAL)

(Witness as to Principal) (Address)

(Address)

ATTEST:

(Surety)

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

(Address) (Address)

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

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that:

(Name of Contractor or Company)

(Address)

a _____ hereinafter called Principal, and

(Name of Surety Company)

(Address)

hereinafter called Surety, are held and firmly bound unto

(Name of Grant Recipient)

(Grant Recipient's Address)

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

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

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

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

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

hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

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

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

ATTEST:

(Principal)

(Principal Secretary) By _____(s)

(SEAL)

(Witness as to Principal) _____
(Address)

(Address) _____

ATTEST:

(Surety)

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

(Address) _____
(Address)

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

Certificate of Liability Insurance

CERTIFICATE OF INTERESTED PARTIES FORM 1295 AND INSTRUCTIONS

DISCLOSURE OF INTERESTED PARTY FORM:

NEW OBLIGATION OF THE CITY TO RECEIVE INFORMATION FROM WINNING BIDDER

Effective January 1, 2016, pursuant to Texas Government Code, Section 2252.908 (the “Interested Party Disclosure Act”), the City may not award a contract to a bidder unless the bidder submits a Certificate of Interested Parties Form 1295 (the “Disclosure Form”) to the City as prescribed by the Texas Ethics Commission (“TEC”). In the event that the bidder’s bid for the Bellmead Drive Streetscaping Improvements is the best bid received, the City or its consultant, will promptly notify the bidder. That notification will serve as the conditional verbal acceptance of the bid. Upon this acceptance, the winning bidder must promptly, not later than 2:00 PM (CST) on May 5, 2022, file the materials described below.

PROCESS FOR COMPLETING THE DISCLOSURE FORM¹

The Disclosure Form can be found at <https://www.ethics.state.tx.us/forms/1295.pdf>, and reference should be made to the following information in order to complete it:

- (a) item 2 – Name of City (“Bellmead, Texas”)
- (b) item 3 – the identification number (“TxCDBG ”), and
- (c) item 3 – description of the goods or services assigned to this contract by the City (“Construction Services for Bellmead Drive Streetscaping Improvements)

You must:

- 1) complete the Disclosure Form electronically at the TEC’s “electronic portal”, and
- 2) print, sign and deliver a copy (scanned and emailed is fine) of the Disclosure Form and Certification of Filing that is generated by the TEC’s “electronic portal.”

The following link will take you to the electronic portal for filing:

<https://www.ethics.state.tx.us/TECCertInt/pages/login/certLogin.jsf>

Also, a detailed instruction video may be found here:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Neither the City nor its consultants have the ability to verify the information included in a Disclosure Form, and neither have an obligation nor undertake responsibility for advising any business entity with respect to the proper completion of the Disclosure Form.

¹ A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education;
- an interagency contract of a state agency or an institution of higher education;
- a contract related to health and human services if:
 - the value of the contract cannot be determined at the time the contract is executed; and
 - any qualified vendor is eligible for the contract;
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code; or
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

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

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

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.

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 _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.

(street) (city) (state) (zip code) (country)

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.

(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

ATTORNEY'S REVIEW CERTIFICATION

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

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

Attorney's signature: _____ Date: _____

Print Attorney's Name: _____

Texas State Bar Number: _____

CHANGE ORDER FORM



Construction Contract Change Order

A505

Grant Recipient: _____ Select: City County
Contract No.: _____ Change Order No.: _____ Region: _____

Contractor:
(Name and Address)

Engineer:
(Name and Address)

Select Change Order Type(s): Change to Existing Line Items New Items Requested Change in Contract Duration

Justification for Change

	Increase	Decrease	No Change
1. Effect of this change on scope of work:	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. Effect on operation and maintenance costs:	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	Yes	No	Not Applicable
3. Will this Change Order change the number of beneficiaries or TxCDBG contract Performance Statement Exhibit A?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4. Has this change created new circumstances or environmental conditions which may affect the project's impact, such as concealed or unexpected conditions discovered during actual construction?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
5. Is the TCEQ clearance still valid?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
6. Are other TxCDBG contractual special condition clearances still valid?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
7. If new items are included that were not included in the competitive bid, have the prices been determined to be reasonable?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Director Signature (optional)

Date

Grant Recipient: _____ Contract No.: _____ Change Order No.: _____

Page of

This form required as of September 1, 2020.
All previous versions no longer valid.

Certificate of Construction Completion (COCC)
(Submit one for each Prime Construction Contract)

Grant Recipient: _____

TxCDBG Contract No: _____

This is to certify that all construction work has been completed and a final inspection of the project described below was conducted on the _____ day of _____, _____. Contract was entered into on the _____ day of _____, _____ between the city/county of _____ and _____ for _____ the construction of _____.

This is to further certify that:

1. The work has been completed in accordance with the plans and specifications and all amendments, change orders and supplemental agreements thereto.
2. The sum of \$ _____, has been deducted from the final payment to the Contractor in accordance with any contract liquidated damages requirements, separate from any liquidated damages resulting from Davis-Bacon compliance.
3. All programmatic requirements have been met, all claims and disputes have been settled, all warranties have been received, and all liens have been released.
4. The Contractor has presented on behalf of itself and its sureties, satisfactory evidence that he or she will repair, replace and rectify any faulty workmanship and/or materials discovered in the work within a period of 12 months from this date, as provided in the Contract.
5. All bills for materials, apparatus, fixtures, machinery, labor, and equipment used in connection with the construction of this project have been fully paid.

6.	Amount of Original Contract	\$	_____
	Cumulative Change Orders	\$	_____
	Final Amount of Contract	\$	_____
	Less Previous Payments	\$	_____
	Less Deductions (from #2 above)	\$	_____
	FINAL PAYMENT (Balance)	\$	_____

7. The Final Payment above is now due and payable.

Certified by the following Engineer, Contractor, and Chief Elected Official/Designee:

Engineer

Title

Firm

Chief Elected Official/Designee

Title

City / County

Contractor

Title

Firm

CONTRACTOR'S FINAL PAYMENT AFFIDAVIT

Locality: _____

TX CDBG No: _____

Contractor: _____

Date: _____

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared _____, who being duly sworn, on oath, says that he is a duly authorized representative of _____; Contractor, and that all terms of the Contract for the completion of certain public works described as _____; City/County of _____

_____, Texas have been satisfactorily completed and that ALL sums of money for payrolls, bills for material and equipment, and other indebtedness connected with the Work for the Owner or its property might in any way be responsible to the best of my knowledge and belief, have been paid or will be paid or otherwise satisfied within thirty days after receipt of final payment from the Owner, or within the period of time required by Article 601f, Vernon's Civil Statutes. Payments not made in full at the time of this affidavit are listed below.

FINAL PAYMENTS pending as of this date hereof are: _____ **None Pending** _____ **As Listed Below**

<u>Individual or Co. Name</u>	<u>Mailing Address</u>	<u>Amount Owed</u>

Signature

Title

Affidavit must be signed by an individual owner or partner in partnership, or by a person authorized by by-laws or Board of Directors to sign for a corporation. If Contractor is a joint venture or partnership of individuals, either may sign, but if a joint venture in which a corporation is a party, separate affidavits must be executed by each corporation and by each individual owner or partnership. In the event subcontractors, laborers, or material suppliers have not been paid in full, the Contractor shall list here on the amount owed and the name and address of each subcontractor, laborer, or material supplier to whom such payment is owed.

Sworn and Subscribed before me this, the _____ day of _____, 20_____.

Notary Public in and for _____ County, Texas

(SEAL)

SPECIFICATIONS

TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) STANDARD SPECIFICATIONS

The Texas Department of Transportation "Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges," 2014 Edition, is incorporated herein by reference for all intents and purposes. If a standard specified in that document conflicts with a standard included within a bid specifications document, the standard in the bid specifications document controls. If the standard is still unclear, the Engineer will determine which standard controls and his determination shall be final.



DRAWINGS
for
CITY OF BELLMEAD
BELLMEAD DRIVE STREETSCAPING IMPROVEMENTS
BELLMEAD, TX

INDEX OF DRAWINGS

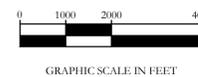
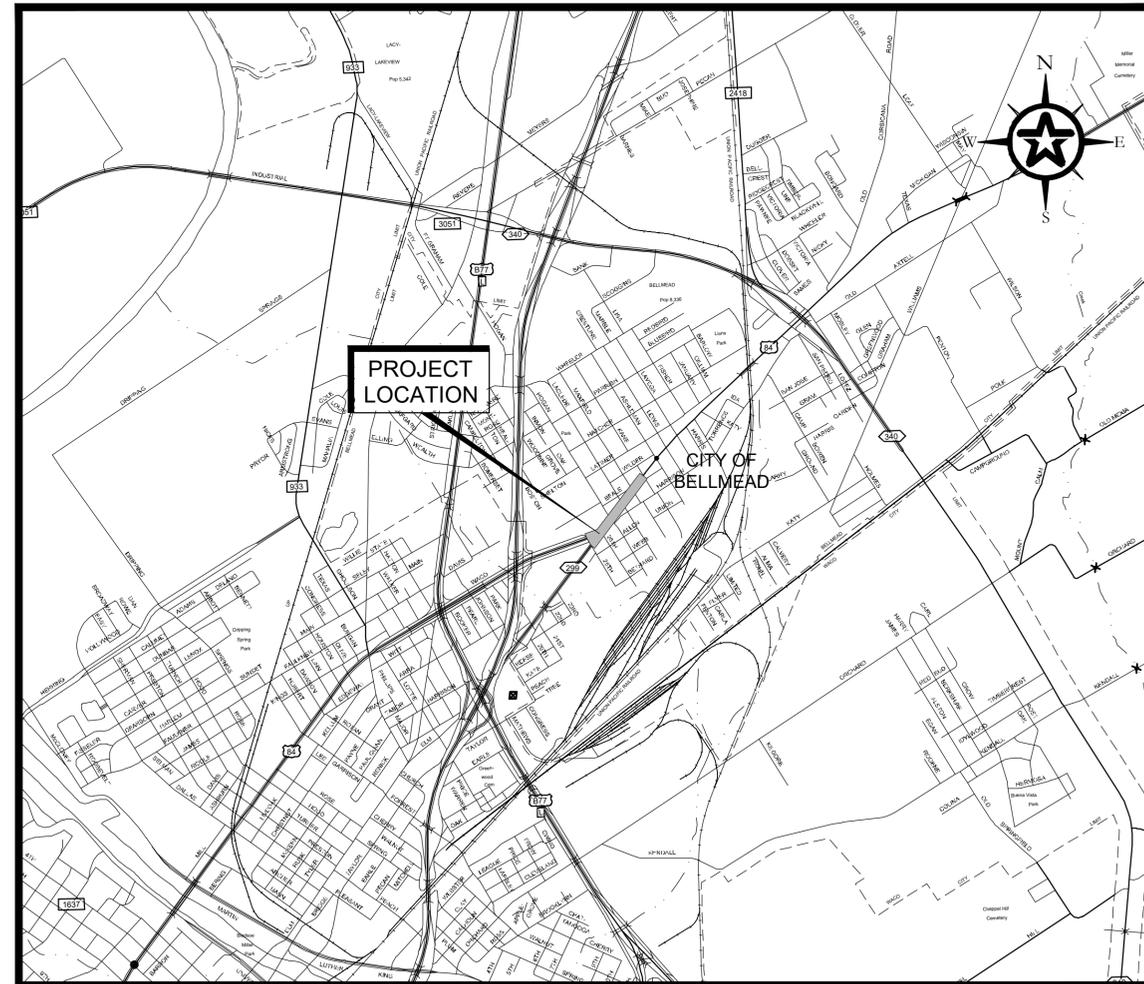
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CITY COUNCIL

MAYOR	GARY MOORE
PRECINCT 1	KAREN COLEMAN
PRECINCT 2	TRAVIS GIBSON
PRECINCT 3	JAMES CLEVELAND
PRECINCT 4	JASMINE NEAL
PRECINCT 5	BRYAN WINGET
MAYOR PRO-TEM	TRAVIS GIBSON

CITY MANAGER YOST ZAKHARY

OWNER: CITY OF BELLMEAD
3015 BELLMEAD DRIVE
BELLMEAD, TX, 76705



GRAPHIC SCALE IN FEET

DRAWINGS
as part of
the
Bidding Documents



04/01/2022
DATE

E. Talmadge Hill, III
E. TALMADGE HILL, III

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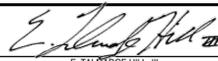
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CITY OF BELLMEAD

**BELLMEAD DRIVE
STREETSCAPING
IMPROVEMENTS**

PROJECT NOTES

DATE: 04/01/2022

 E. TALMADGE HILL, III

	PM	JPB
	DESIGNED	ETH, JLB
	DRAFTED	ETH
	CHECKED	JPB
	PROJECT NO.	1-03457

DRAWING NO.
C001

G:\PROJECTS\1-0345712-ENGINEERING\2.0 CAD\1-0345712-PROJECT NOTES AND LEGENDS.DWG, 0002 LEGENDS ABBREVIATIONS & SYMBOLS, 4/18/2022 7:27:03 AM, jbermann

A1		ABBREVIATIONS	
ABS	ACRYLONITRILE - BUTADIENE - STYRENE	ID	INSIDE DIAMETER
AC	ASPHALTIC CONCRETE	IN	INCH
APPROX	APPROXIMATE	INCL	INCLUDE (D) (ING)
ARV	AIR RELEASE VALVE	INSL	INSULATION OR INSULATED
ACP	ASBESTOS CEMENT PIPE	INV	INVERT
ALT	ALTERNATE	IP	IRON PIPE OR IRON PIN
AWG	AMERICAN WIRE GAGE		
BEG	BEGIN	JT	JOINT
BF	BLIND FLANGE		
BFV	BUTTERFLY VALVE		
B.I.W.	BEGIN INLET WING	KV	KILOVOLT
⊕	BENCHMARK		
BM	BENCH MARK		
BC	BACK OF CURB		
BW	BOTTOM OF WALL		
CATV	CABLE TV	L	LENGTH
CB	CATCH BASIN	LP	LOW POINT
C-C	CENTER TO CENTER	LF	LINEAR FOOT
CFS	CUBIC FEET PER SECOND	LG	LIP OF GUTTER
CIP	CAST IRON PIPE	LSS	LIME-STABILIZED SUBGRADE
CJ	CONTROL JOINT	LT	LEFT
⊕	CENTER LINE		
CLBM	CRUSHED LIMESTONE BASE MATERIAL	MTL	MATERIAL
CLR	CLEAR	MAX	MAXIMUM
CO	CLEANOUT	MBGF	METAL BEAM GAURD FENCE
CMP	CORRUGATED METAL PIPE	MED	MEDIUM
CONC	CONCRETE	MH	MANHOLE
CONST	CONSTRUCT, CONSTRUCTION	MIN	MINIMUM
CONT	CONTINUOUS	MISC	MISCELLANEOUS
CTB	CEMENT TREATED BASE	M&M	MEET AND MATCH
CV	CHECK VALVE	MO	MOTOR OPERATED
CY	CUBIC YARD	MP	MIDPOINT
C&G	CURB AND GUTTER		
DA	DRAINAGE AREA	N	NORTH
DE	DRAINAGE EASEMENT	NC	NORMALLY CLOSED
DBL	DOUBLE	NEV	NOT FIELD VERIFIED
DET	DETAIL	NG	NATURAL GROUND
DIA	DIAMETER	NTS	NOT TO SCALE
DI	DUCTILE IRON	NIC	NOT IN CONTRACT
DIP	DUCTILE IRON PIPE	NO	NORMALLY OPEN
DN	DOWN		
DW	DRIVEWAY	OC	ON CENTER
DWG	DRAWING	OD	OUTSIDE DIAMETER
E	EAST	OEHW	OVERHEAD ELECTRIC WIRE
EP	EDGE OF PAVEMENT	OPNG	OPENING
EA	EACH	OPP	OPPOSITE
EF	EACH FACE	OCEW	ON CENTER EACH WAY
E.I.W.	END INLET WING		
EL	ELEVATION	PC	POINT OF CURVATURE OR PORTLAND CEMENT
EJ	EXPANSION JOINT	PGL	PROPOSED GRADE LINE
ENGR	ENGINEER	PI	POINT OF INTERSECTION
EQ	EQUAL	P	PROPERTY LINE
ER	END RETURN	POB	POINT OF BEGINNING
ESMT	EASEMENT	PP	POWER POLE
EW	EACH WAY	PRC	POINT OF REVERSE CURVATURE
EXC	EXCAVATE	PROP	PROPOSED
EXP JT	EXPANSION JOINT	PSI	POUNDS PER SQUARE INCH
EX	EXISTING	PT	POINT OF TANGENCY
FH	FIRE HYDRANT	PUE	PUBLIC UTILITY EASEMENT
FFE	FINISHED FLOOR ELEVATION	PVC	POLYVINYL CHLORIDE OR POINT OF VERTICAL CURVATURE
FG	FINISHED GRADE	PVI	POINT OF VERTICAL INFLECTION
FL	FLOWLINE	PVMT	PAVEMENT
FM	FORCE MAIN	PVT	POINT OF VERTICAL TANGENCY
FIC	FIBER OPTIC CABLE	PCC	POINT OF COMPOUND CURVATURE
FC	FACE OF CURB		
FG	FINISHED GRADE	Q	FLOW RATE, CUBIC FEET PER SECOND
FT	FEET OR FOOT		
FH	FIRE HYDRANT	R	RADIUS
G	GAS LINE	ROW	RIGHT OF WAY
GA	GAUGE	RCB	REINFORCED CONCRETE BOX
GALV	GALVANIZED	RCP	REINFORCED CONCRETE PIPE
GRND	GROUND	RD	ROAD
GV	GATE VALVE	REF	REFERENCE OR REFER
HDWL	HEADWALL	REINF	REINFORCE OR REINFORCED
HP	HIGH POINT OR HORSE POWER	REQD	REQUIRED
HGL	HYDRAULIC GRADE LINE	REV	REVISION
HORIZ	HORIZONTAL	RT	RIGHT
HW	HEAD WATER	RP	RADIUS POINT
HMAC	HOT MIXED ASPHALTIC CONCRETE		
A1		ABBREVIATIONS	
N.T.S.			

A8		SURVEY LEGEND	
	= FIRE HYDRANT		= STORM DRAIN MANHOLE
	= WATER VALVE		= STORM DRAIN GRATE
	= WATER METER		= TEMPORARY BENCHMARK
	= WATER IRRIGATION CONTROL VALVE		= TELEPHONE
	= WATER LINE		= TEMPORARY THICK
	= TELEVISION RISER		= TOP OF BANK (BERM)
	= TELEVISION LINE		= TOP OF CURB
	= TELEPHONE RISER		= TOP OF GRATE
	= UNDERGROUND TELEPHONE		= TOP OF PAVEMENT
	= OVERHEAD TELEPHONE LINE		= TYPICAL
	= STORM DRAIN MANHOLE		= TOP OF WALL
	= STORM DRAIN GRATE		= UNDERGROUND ELECTRIC CABLE
	= STORM DRAIN LINE		= UNLESS NOTED OTHERWISE
	= WASTEWATER MANHOLE		= VELOCITY
	= WASTEWATER CLEAN OUT		= VERTICAL CURVE
	= WASTEWATER LINE		= VERTICAL
	= FORCE MAIN LINE		= WEST
	= FIBER-OPTIC RISER		= WATERLINE
	= FIBER OPTIC LINE		= WITH
	= UTILITY POLE		= WITHOUT
	= GUY WIRE		= WATER METER
	= ELECTRIC METER		= WATER SURFACE ELEVATION
	= ELECTRIC JUNCTION BOX		= WEIGHT
	= ELECTRIC BREAKER BOX		= WELDED WIRE FABRIC
	= AIR CONDITIONER UNIT		= WASTE WATER
	= LIGHT POLE		
	= YARD LAMP		
	= OVERHEAD ELECTRIC LINE		
	= UNDERGROUND ELECTRIC		
	= FENCE		
	= TRAFFIC SIGN		
	= SHRUB		
	= SHRUB ROW		
	= TREE		
	= ASPHALT EDGE		
	= CONCRETE		
	= GRAVEL		
	= MAILBOX		
	= SURVEY CONTROL POINT		
	= TEMPORARY BENCH MARK		
	= FINISHED FLOOR (SPOT ELEVATION)		
	= GEOTECHNICAL BORE LOCATION		
	= 1/2" I.R. WITH CAP STAMPED "WALKER PARTNERS" SET		
	= IRON ROD FOUND		
	= MONUMENT FOUND		
	= IRON PIPE FOUND		
	= 60d NAIL SET		
	= CUT "X" FOUND		
	= PANEL MARKER		
	= MONUMENT SET		
	= GAS METER		
	= GAS REGULATOR VALVE		
	= GAS LINE		
A8		SURVEY LEGEND	
N.T.S.			

A11		GENERAL SYMBOLS	
	= AUTOMATIC FLUSH VALVE		SECTION IDENTIFICATION
	= GATE VALVE		DETAIL IDENTIFICATION
	= CHECK VALVE		
	= PLUG VALVE		
	= BUTTERFLY VALVE		
	= QUICK DISCONNECT COUPLER		
	= CAPPED END OR PLUGGED END		
	= BLIND FLANGE		
	= REDUCER OR INCREASER		
	= BACKFLOW PREVENTOR		
	= AIR VACUUM AND AIR RELEASE ASSEMBLY		
	= GRATE INLET		
	= BLOW-OFF ASSEMBLY		
	= CENTRIFUGAL OR TURBINE PUMP OR FAN		
	= FIRE HYDRANT & VALVE		
	= CLEANOUT TO GRADE		
	= MANHOLE		
	= PROPOSED SPOT ELEVATION		
	= JUNCTION BOX		
	= CURB INLET		
	= NEW FENCE		
	= BOUNDARY LINE		
A11		GENERAL SYMBOLS	
N.T.S.			

MATERIALS LEGEND	
	CEMENT TREATED BASE
	CRUSHED LIMESTONE
	COARSE AGGREGATE
	GRAVEL
	TOPSOIL
	EARTH (COMPACTED)
	EARTH (UNDISTURBED)
	CONCRETE
	SAND
	ASPHALT
	RIP-RAP
	MASONRY
	STEEL
	ALUMINUM
	GRATING
	CHECKERED PLATE
	GROUT
	BRICK

REV.	DESCRIPTION	DATE

Walker Partners
engineers ★ surveyors
T.B.P.E. Registration No. 8053

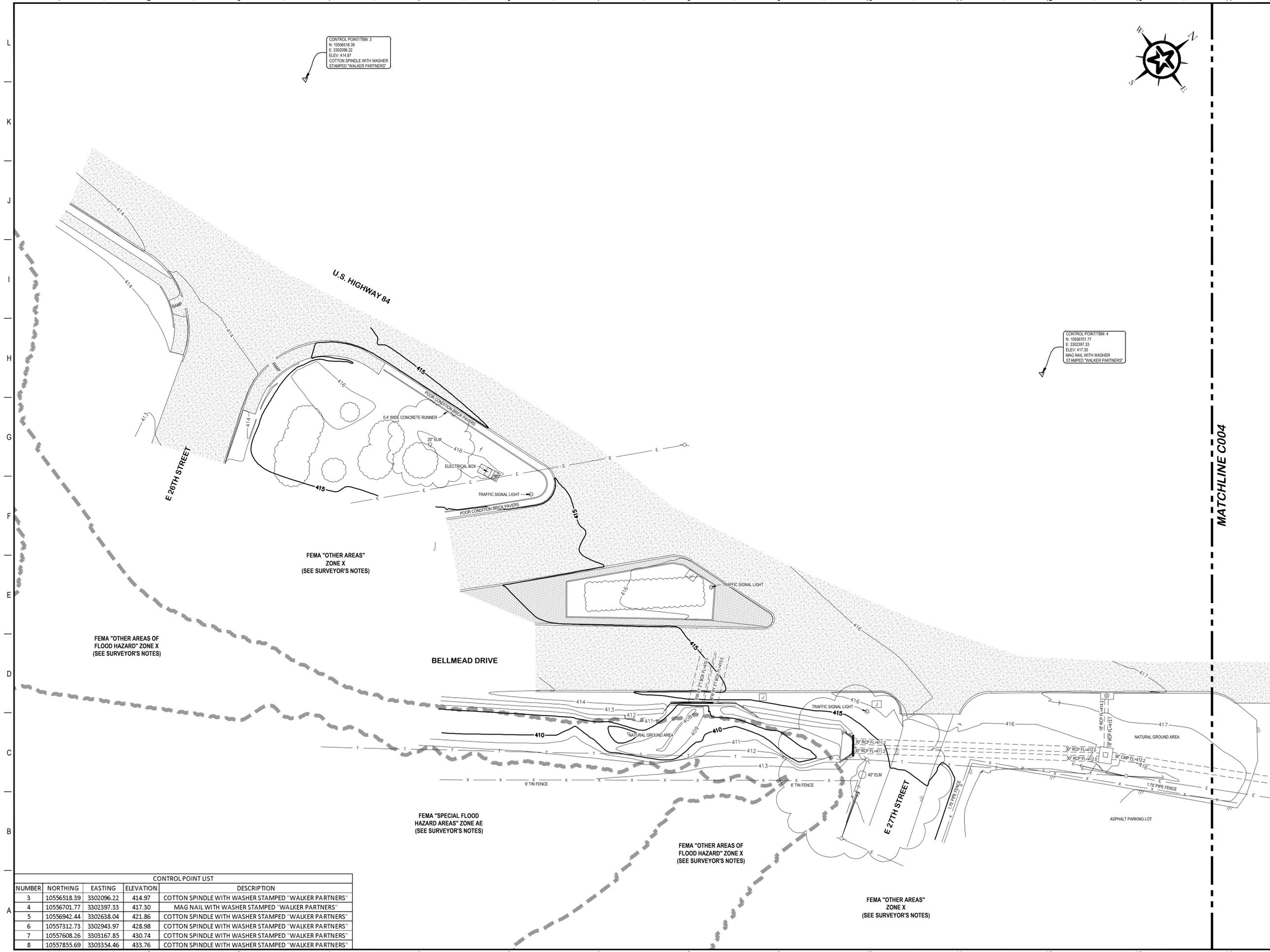
CITY OF BELLMEAD

**BELLMEAD DRIVE
STREETSCAPING
IMPROVEMENTS**

**LEGENDS, ABBREVIATIONS,
& SYMBOLS**

DATE	04/01/2022
DESIGNED	ETH, JLB
DRAFTED	ETH
CHECKED	JPB
PROJECT NO.	1-03457
DRAWING NO.	C002

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CONTROL POINT/IRM: 3
 N: 10556518.39
 E: 3302096.22
 ELEV: 414.97
 COTTON SPINDLE WITH WASHER
 STAMPED "WALKER PARTNERS"

CONTROL POINT/IRM: 4
 N: 10556701.77
 E: 3302397.33
 ELEV: 417.30
 MAG NAIL WITH WASHER
 STAMPED "WALKER PARTNERS"



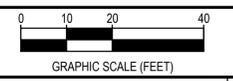
LEGEND	
	= WATER METER
	= WATER LINE PAINT MARK
	= OVERHEAD TELEPHONE LINE
	= WASTEWATER MANHOLE
	= WASTEWATER LINE
	= UTILITY POLE
	= GUY WIRE
	= ELECTRIC METER
	= ELECTRIC JUNCTION BOX
	= AIR CONDITIONER UNIT
	= LIGHT POLE
	= YARD LAMP
	= OVERHEAD ELECTRIC LINE
	= FENCE
	= TRAFFIC SIGN
	= SHRUB
	= SHRUB ROW
	= TREE
	= ASPHALT EDGE
	= CONCRETE
	= GRAVEL
	= MAILBOX
	= SURVEY CONTROL POINT
	= FINISHED FLOOR (SPOT ELEVATION)
	= GAS METER
	= GAS LINE

THE APPROXIMATE LOCATION OF UNDERGROUND UTILITIES SHOWN HEREON ARE BASED UPON FIELD SURVEY INFORMATION AND UTILITY LOCATOR MARKINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN HEREON ARE IN THE EXACT LOCATION INDICATED. ALL UTILITIES MUST BE FIELD VERIFIED BEFORE PERFORMING ANY WORK.

FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) NOTE: BY GRAPHIC PLOTTING ONLY THIS PROJECT IS IN FEMA "SPECIAL FLOOD HAZARD AREAS" ZONE AE, FEMA "OTHER AREAS OF FLOOD HAZARD" ZONE X AND FEMA "OTHER AREAS" ZONE X AS SHOWN ON THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL 480303038D, WHICH BEARS AN EFFECTIVE DATE OF DECEMBER 20, 2019. THIS FLOOD STATEMENT DOES NOT IMPLY THAT THIS TRACT WILL, OR WILL NOT FLOOD, NOR DOES IT CREATE ANY LIABILITY IN SUCH EVENT ON THE PART OF THIS SURVEYOR OR COMPANY.

EXPLANATION OF FEMA ZONES:
 FEMA "SPECIAL FLOOD HAZARD AREAS" ZONE AE = AREA WITH BASE FLOOD ELEVATION OR DEPTH.
 FEMA "OTHER AREAS OF FLOOD HAZARD" ZONE X = AREA OF 0.2% ANNUAL CHANCE FLOOD HAZARD. AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTH OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS OF LESS THAN ONE SQUARE MILE.
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THE COORDINATES AND ELEVATIONS ARE BASED UPON STATE PLANE COORDINATE SYSTEM, NAD 83, TEXAS CENTRAL ZONE, NAVD 88 ACQUIRED FROM GLOBAL POSITIONING SYSTEM OBSERVATIONS. THE COORDINATES SHOWN HEREON ARE SURFACE COORDINATES, WITH AN AVERAGE COMBINED SCALE FACTOR OF 0.99998. (SURF X, CSF = GRID)



REV.	DESCRIPTION	DATE

Walker Partners
 engineers • surveyors
 T.B.P.E. Registration No. 8053

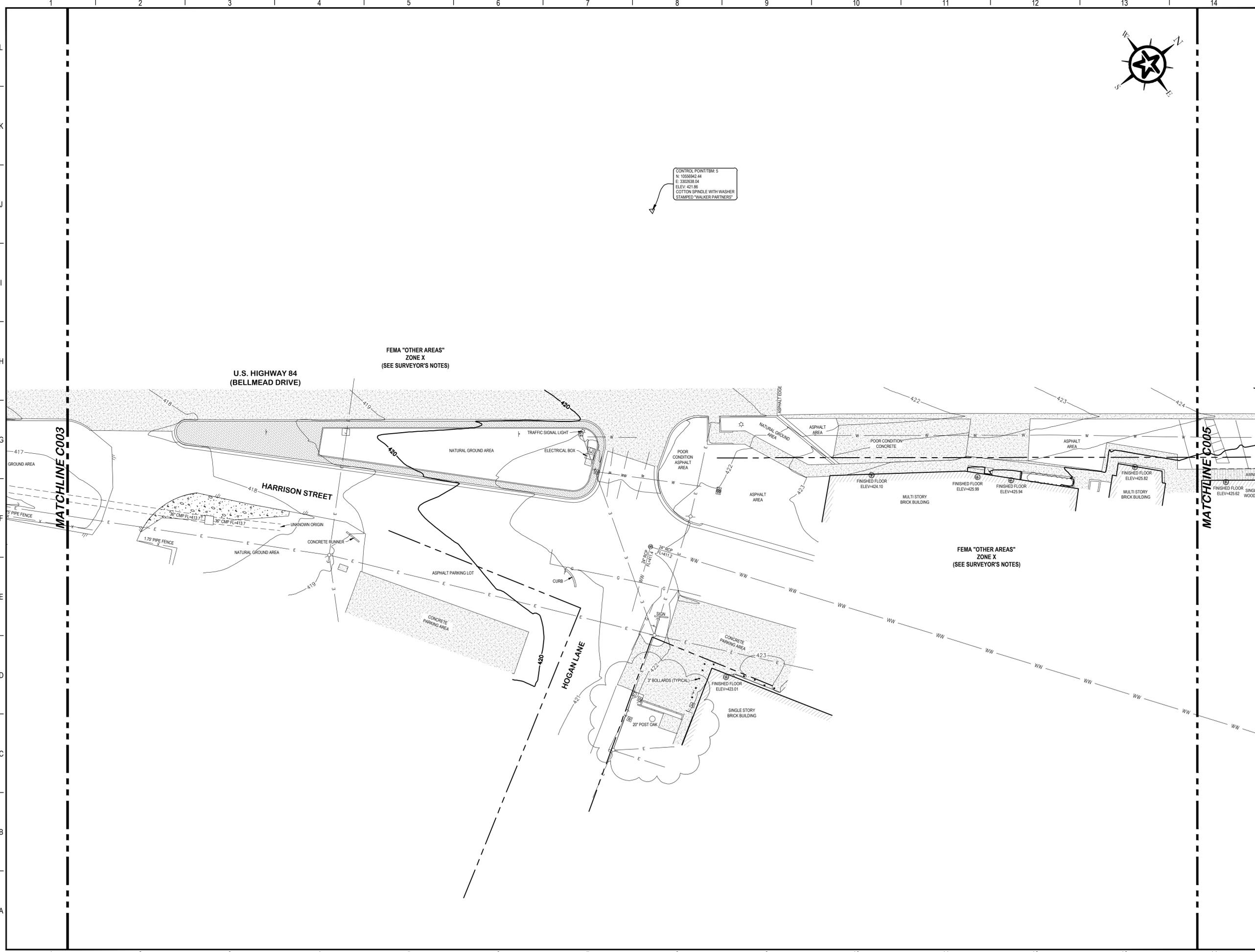
CITY OF BELLMEAD
BELLMead DRIVE
STREETSCAPING
IMPROVEMENTS
TOPOGRAPHIC PLAN
(SHEET 1 OF 4)

DATE: 04/01/2022
 E. Talmadge Hill, III
 E. TALMADGE HILL, III

	DESIGNED	JPB
	DRAFTED	ETH, JLB
	CHECKED	ETH
	PROJECT NO.	1-03457
	DRAWING NO.	C003

CONTROL POINT LIST				
NUMBER	NORTHING	EASTING	ELEVATION	DESCRIPTION
3	10556518.39	3302096.22	414.97	COTTON SPINDLE WITH WASHER STAMPED "WALKER PARTNERS"
4	10556701.77	3302397.33	417.30	MAG NAIL WITH WASHER STAMPED "WALKER PARTNERS"
5	10556942.44	3302638.04	421.86	COTTON SPINDLE WITH WASHER STAMPED "WALKER PARTNERS"
6	10557312.73	3302943.97	428.98	COTTON SPINDLE WITH WASHER STAMPED "WALKER PARTNERS"
7	10557608.26	3303167.85	430.74	COTTON SPINDLE WITH WASHER STAMPED "WALKER PARTNERS"
8	10557855.69	3303354.46	433.76	COTTON SPINDLE WITH WASHER STAMPED "WALKER PARTNERS"

G:\PROJECTS\1-03457\2 ENGINEERING\2.0 CAD\1-03457\TOPOGRAPHIC PLAN.DWG, C004 TOPOGRAPHIC PLAN (SHEET 2 OF 4), 4/18/2022 7:27:29 AM, jbiernann



LEGEND

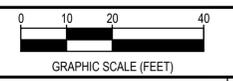
- = WATER METER
- = WATER LINE PAINT MARK
- = OVERHEAD TELEPHONE LINE
- = WASTEWATER MANHOLE
- = WASTEWATER LINE
- = UTILITY POLE
- = GUY WIRE
- = ELECTRIC METER
- = ELECTRIC JUNCTION BOX
- = AIR CONDITIONER UNIT
- = LIGHT POLE
- = YARD LAMP
- = OVERHEAD ELECTRIC LINE
- = FENCE
- = TRAFFIC SIGN
- = SHRUB
- = SHRUB ROW
- = TREE
- = ASPHALT EDGE
- = CONCRETE
- = GRAVEL
- = MAILBOX
- = SURVEY CONTROL POINT
- = FINISHED FLOOR (SPOT ELEVATION)
- = GAS METER
- = GAS LINE

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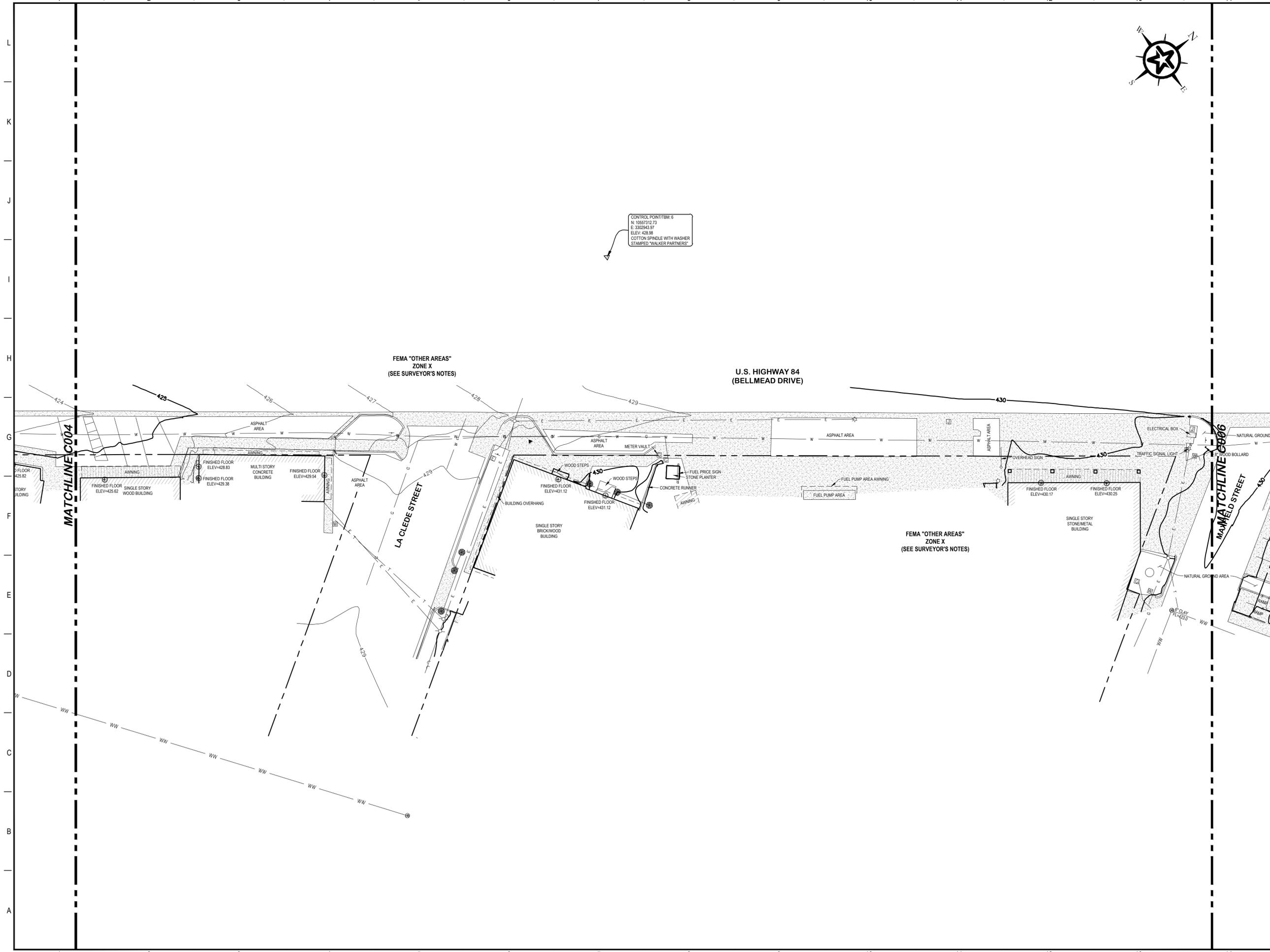
CITY OF BELLMEAD

**BELLMEAD DRIVE
 STREETSCAPING
 IMPROVEMENTS
 TOPOGRAPHIC PLAN
 (SHEET 2 OF 4)**

DATE: 04/01/2022
 E. TALMADGE HILL, III

	DESIGNED	JPB
	DRAFTED	ETH, JLB
	CHECKED	ETH
	PROJECT NO.	1-03457
	DRAWING NO.	C004

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LEGEND

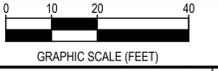
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- = GAS LINE

THE APPROXIMATE LOCATION OF UNDERGROUND UTILITIES SHOWN HEREON ARE BASED UPON FIELD SURVEY INFORMATION AND UTILITY LOCATOR MARKINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN HEREON ARE IN THE EXACT LOCATION INDICATED. ALL UTILITIES MUST BE FIELD VERIFIED BEFORE PERFORMING ANY WORK.

FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) NOTE: BY GRAPHIC PLOTTING ONLY THIS PROJECT IS IN FEMA "SPECIAL FLOOD HAZARD AREAS" ZONE AE, FEMA "OTHER AREAS OF FLOOD HAZARD" ZONE X AND FEMA "OTHER AREAS" ZONE X AS SHOWN ON THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL 48030C0380, WHICH BEARS AN EFFECTIVE DATE OF DECEMBER 20, 2019. THIS FLOOD STATEMENT DOES NOT IMPLY THAT THIS TRACT WILL, OR WILL NOT FLOOD, NOR DOES IT CREATE ANY LIABILITY IN SUCH EVENT ON THE PART OF THIS SURVEYOR OR COMPANY.

EXPLANATION OF FEMA ZONES:
 FEMA "SPECIAL FLOOD HAZARD AREAS" ZONE AE = AREA WITH BASE FLOOD ELEVATION OR DEPTH.
 FEMA "OTHER AREAS OF FLOOD HAZARD" ZONE X = AREA OF 0.2% ANNUAL CHANCE FLOOD HAZARD. AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTH OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS OF LESS THAN ONE SQUARE MILE.
 FEMA "OTHER AREAS" ZONE X = AREA OF MINIMAL FLOOD HAZARD.

THE COORDINATES AND ELEVATIONS ARE BASED UPON STATE PLANE COORDINATE SYSTEM, NAD 83, TEXAS CENTRAL ZONE, NAVD 88 ACQUIRED FROM GLOBAL POSITIONING SYSTEM OBSERVATIONS. THE COORDINATES SHOWN HEREON ARE SURFACE COORDINATES WITH AN AVERAGE COMBINED SCALE FACTOR OF 0.99998. (SURF X CSF = GRID)



REV.	DESCRIPTION	DATE



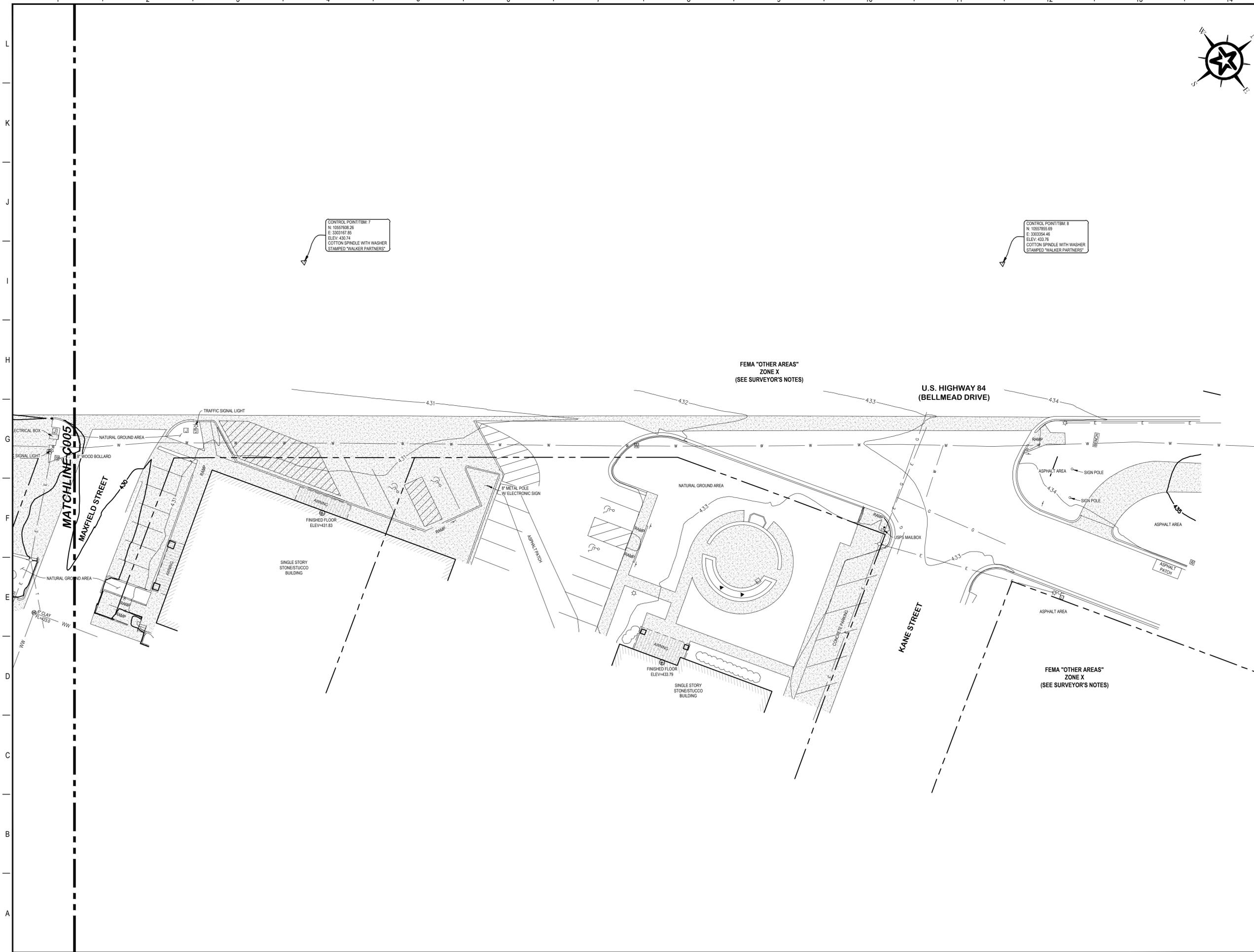
CITY OF BELLMEAD

**BELLMead DRIVE
 STREETSCAPING
 IMPROVEMENTS
 TOPOGRAPHIC PLAN
 (SHEET 3 OF 4)**

DATE: 04/01/2022
 E. TALMADGE HILL, III

	DESIGNED	JPB
	DRAFTED	ETH, JLB
	CHECKED	ETH
	PROJECT NO.	1-03457
	DRAWING NO.	C005

G:\PROJECTS\1-03457\2 ENGINEERING\2.0 CAD\1-03457\TOPOGRAPHIC PLAN.DWG, C006 TOPOGRAPHIC PLAN (SHEET 4 OF 4), 4/18/2022 7:27:39 AM, jbiernann



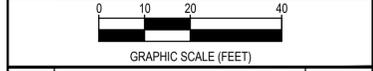
LEGEND	
	= WATER METER
	= WATER LINE PAINT MARK
	= OVERHEAD TELEPHONE LINE
	= WASTEWATER MANHOLE
	= WASTEWATER LINE
	= UTILITY POLE
	= GUY WIRE
	= ELECTRIC METER
	= ELECTRIC JUNCTION BOX
	= AIR CONDITIONER UNIT
	= LIGHT POLE
	= YARD LAMP
	= OVERHEAD ELECTRIC LINE
	= FENCE
	= TRAFFIC SIGN
	= SHRUB
	= SHRUB ROW
	= TREE
	= ASPHALT EDGE
	= CONCRETE
	= GRAVEL
	= MAILBOX
	= SURVEY CONTROL POINT
	= FINISHED FLOOR (SPOT ELEVATION)
	= GAS METER
	= GAS LINE

THE APPROXIMATE LOCATION OF UNDERGROUND UTILITIES SHOWN HEREON ARE BASED UPON FIELD SURVEY INFORMATION AND UTILITY LOCATOR MARKINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN HEREON ARE IN THE EXACT LOCATION INDICATED. ALL UTILITIES MUST BE FIELD VERIFIED BEFORE PERFORMING ANY WORK.

FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) NOTE: BY GRAPHIC PLOTTING ONLY THIS PROJECT IS IN FEMA "SPECIAL FLOOD HAZARD AREAS" ZONE AE, FEMA "OTHER AREAS OF FLOOD HAZARD" ZONE X AND FEMA "OTHER AREAS" ZONE X AS SHOWN ON THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL 48030C0380, WHICH BEARS AN EFFECTIVE DATE OF DECEMBER 20, 2019. THIS FLOOD STATEMENT DOES NOT IMPLY THAT THIS TRACT WILL, OR WILL NOT FLOOD, NOR DOES IT CREATE ANY LIABILITY IN SUCH EVENT ON THE PART OF THIS SURVEYOR OR COMPANY.

EXPLANATION OF FEMA ZONES:
 FEMA "SPECIAL FLOOD HAZARD AREAS" ZONE AE = AREA WITH BASE FLOOD ELEVATION OR DEPTH.
 FEMA "OTHER AREAS OF FLOOD HAZARD" ZONE X = AREA OF 0.2% ANNUAL CHANCE FLOOD HAZARD. AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTH OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS OF LESS THAN ONE SQUARE MILE.
 FEMA "OTHER AREAS" ZONE X = AREA OF MINIMAL FLOOD HAZARD.

THE COORDINATES AND ELEVATIONS ARE BASED UPON STATE PLANE COORDINATE SYSTEM NAD 83, TEXAS CENTRAL ZONE, NAVD 88 ACQUIRED FROM GLOBAL POSITIONING SYSTEM OBSERVATIONS. THE COORDINATES SHOWN HEREON ARE SURFACE COORDINATES WITH AN AVERAGE COMBINED SCALE FACTOR OF 0.99998. (SURF X CSF = GRID)



REV.	DESCRIPTION	DATE

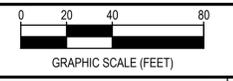
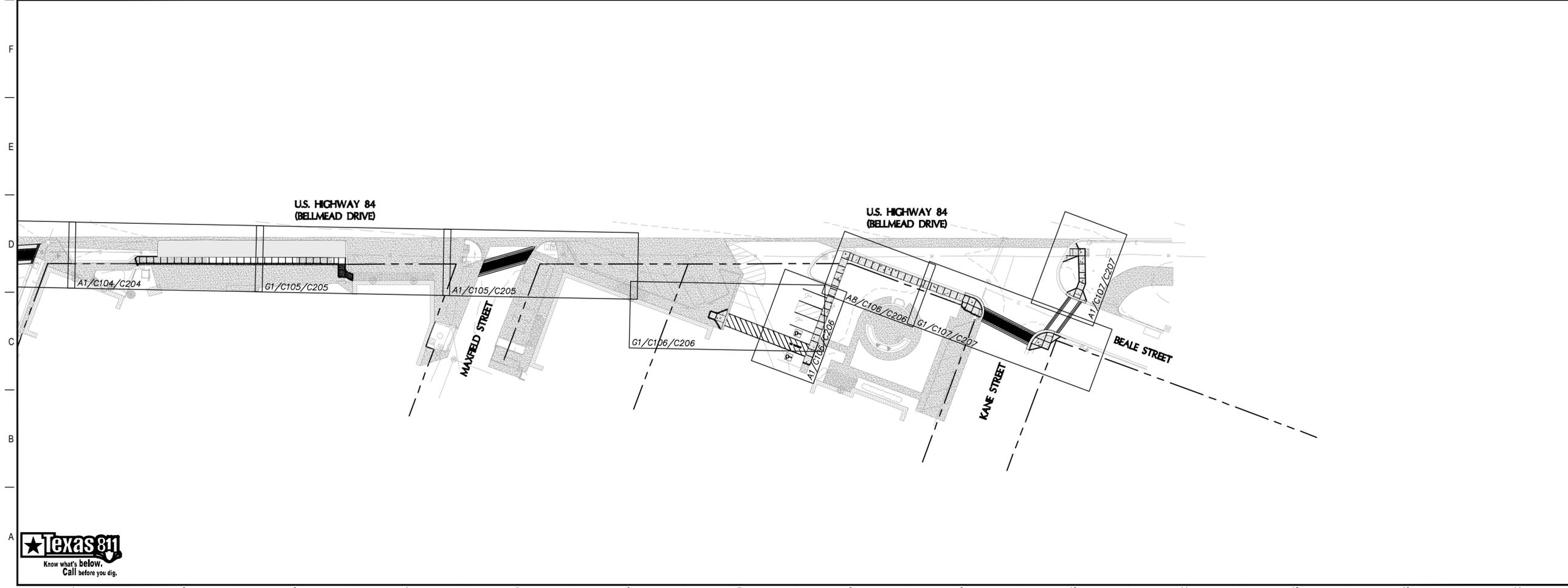
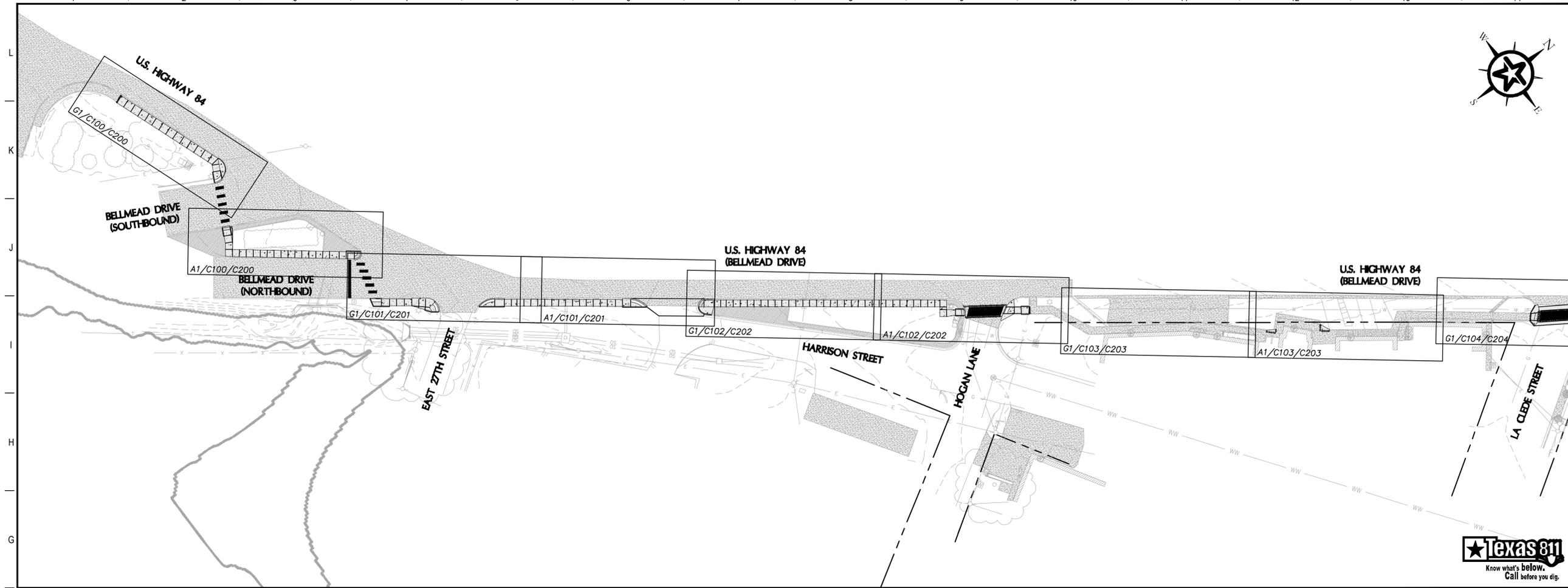
Walker Partners
engineers * surveyors
T.B.P.E. Registration No. 8053

CITY OF BELLMEAD
BELLMead DRIVE
STREETSCAPING
IMPROVEMENTS
TOPOGRAPHIC PLAN
(SHEET 4 OF 4)

DATE: 04/01/2022
 E. TALMADGE HILL, III

	DESIGNED	JPB
	DRAFTED	ETH, JLB
	CHECKED	ETH
	PROJECT NO.	1-03457
	DRAWING NO.	C006

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REV.	DESCRIPTION	DATE

Walker Partners
engineers ★ surveyors
T.B.P.E. Registration No. 8053

CITY OF BELLMEAD

**BELLMead DRIVE
STREETSCAPING
IMPROVEMENTS**

**OVERALL SHEET
LAYOUT**

DATE: 04/01/2022
E. Talmadge Hill, III



DESIGNED	JPB
DRAFTED	ETH, JLB
CHECKED	ETH
PROJECT NO.	1-03457
DRAWING NO.	C007



U.S. HIGHWAY 84

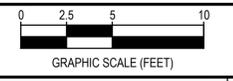


- ### KEY NOTES
- 1 CONCRETE SIDEWALK
 - 2 DRILL/EPOXY 12" LONG NO. 5 DOWELS @ 12" SPACING (RE: EB/C300)
 - 3 CONCRETE PAVER CROSSWALK (RE: C302)
 - 4 SAWS CONSTRUCTION JOINT (RE: E1/C300)
 - 5 ISOLATION JOINT (RE: I1/C300)
 - 6 EXPANSION JOINT (RE: E8/C300)

- ### GENERAL NOTES
1. ALL RAMPS TO BE TXDOT PEDESTRIAN FACILITIES CURB RAMPS (RE: C303-C306)
 2. ALL PAVING SHALL BE COMPLETED IN ACCORDANCE WITH TXDOT SPECIFICATIONS.

- ### LEGEND
- CONCRETE SIDEWALK
4" THICK 3,000 PSI CONCRETE
No. 3 REBAR @ 18" O.C.E.W.
4" FLEX BASE
 - CONCRETE PAVEMENT
6" THICK 4,000 PSI CONCRETE
No. 4 REBAR @ 12" O.C.E.W.
12" FLEX BASE
 - HMAC PAVEMENT
1.5" TYPE 'C' OR 'D'
12" FLEX BASE

- ### DEMOLITION NOTES
1. ALL PAVERS IN CONFLICT WITH THE PROPOSED SIDEWALK ARE TO BE REMOVED AND DISPOSED OF. CONTRACTOR TO REPLACE PAVERS UP TO THE PROPOSED SIDEWALK.
 2. ALL SIDEWALK IN CONFLICT WITH THE PROPOSED SIDEWALK IS TO BE SAW CUT AND REMOVED AT THE NEAREST JOINT.
 3. ANY CURB DAMAGED IS TO BE REPLACED TO EXISTING OR BETTER CONDITION.



REV.	DESCRIPTION	DATE



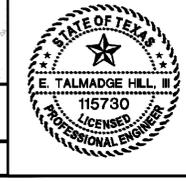
CITY OF BELLMEAD

BELLMEAD DRIVE
STREETSCAPING
IMPROVEMENTS

PAVING PLANS (SHEET 1 OF 8)

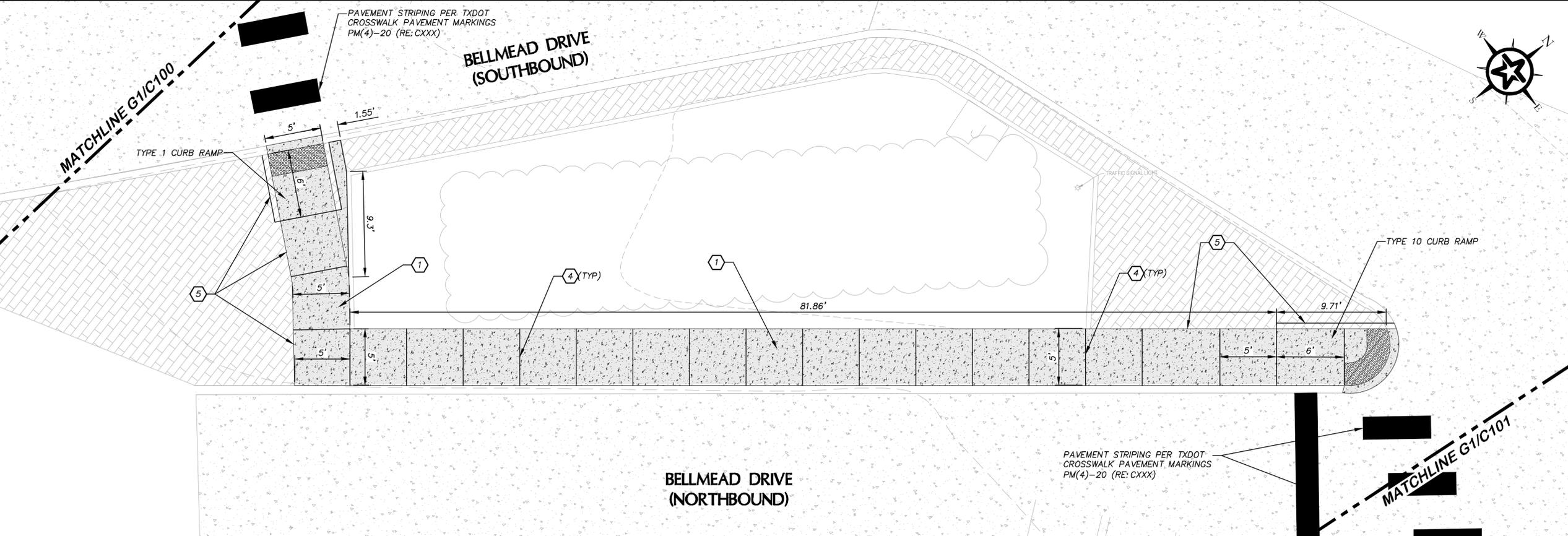
DATE: 04/01/2022
E. TALMADGE HILL, III
PM

DESIGNED	JPB
DRAFTED	ETH, JLB
CHECKED	ETH
PROJECT NO.	1-03457
DRAWING NO.	C100



G1 BELLMEAD DRIVE AND U.S. HIGHWAY 84 INTERSECTION

1"=5'

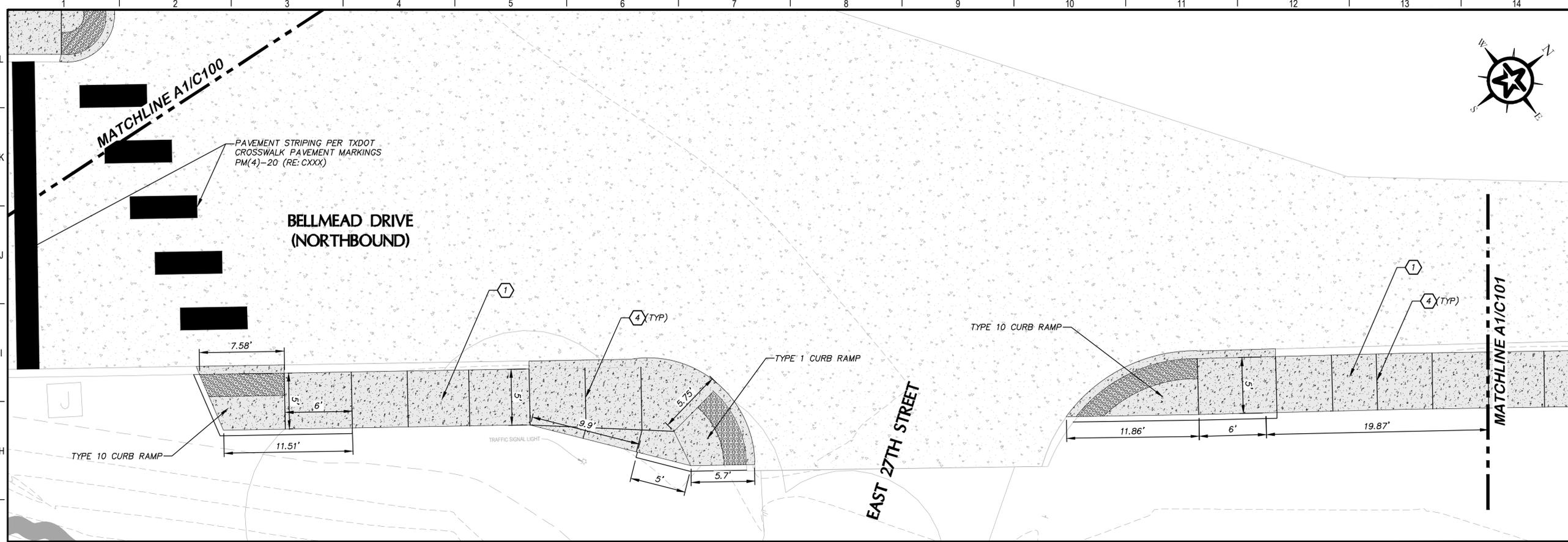


A1 BELLMEAD DRIVE AND U.S. HIGHWAY 84 INTERSECTION

1"=5'

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KEY NOTES	
1	CONCRETE SIDEWALK
2	DRILL/EPOXY 12" LONG NO. 5 DOWELS @ 12" SPACING (RE: E8/C300)
3	CONCRETE PAVER CROSSWALK (RE: C302)
4	SAWED CONTRACTION JOINT (RE: E1/C300)
5	ISOLATION JOINT (RE: 11/C300)
6	EXPANSION JOINT (RE: E8/C300)

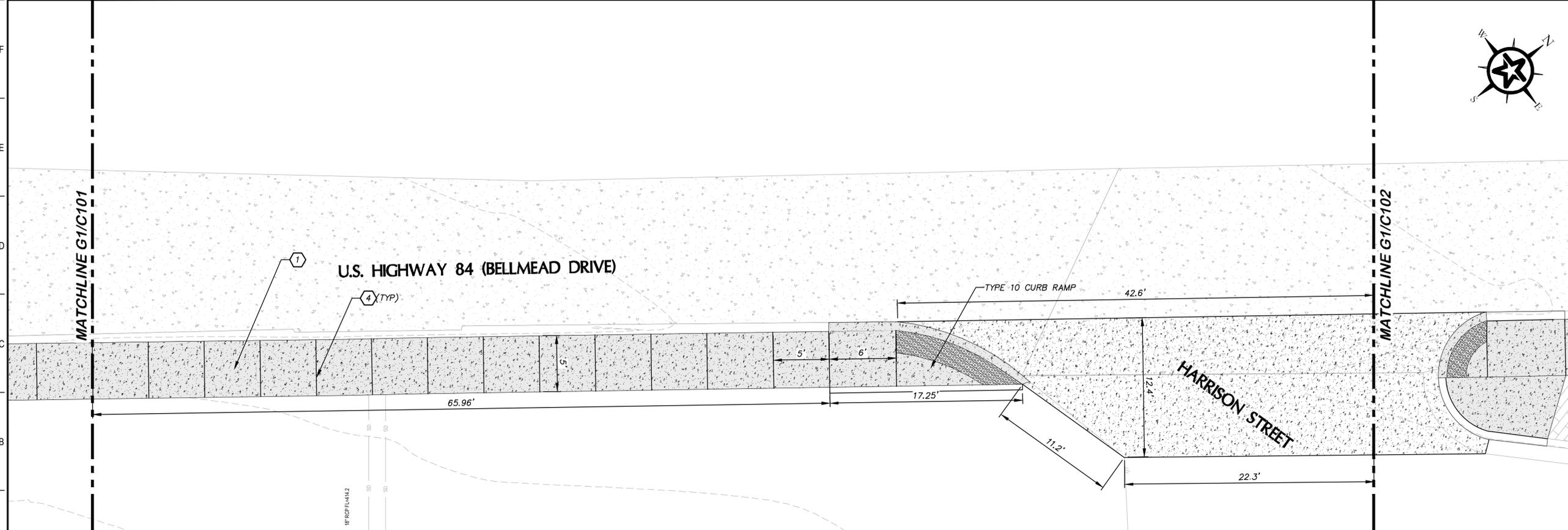
GENERAL NOTES	
1.	ALL RAMPS TO BE TXDOT PEDESTRIAN FACILITIES CURB RAMPS (RE: C303-C306)
2.	ALL PAVING SHALL BE COMPLETED IN ACCORDANCE WITH TXDOT SPECIFICATIONS.

LEGEND	
	CONCRETE SIDEWALK 4" THICK 3,000 PSI CONCRETE No. 3 REBAR @ 18" O.C.E.W. 4" FLEX BASE
	CONCRETE PAVEMENT 6" THICK 4,000 PSI CONCRETE No. 4 REBAR @ 12" O.C.E.W. 12" FLEX BASE
	HMAC PAVEMENT 1.5" TYPE 'C' OR 'D' 12" FLEX BASE

DEMOLITION NOTES	
1.	ALL PAVERS IN CONFLICT WITH THE PROPOSED SIDEWALK ARE TO BE REMOVED AND DISPOSED OF. CONTRACTOR TO REPLACE PAVERS UP TO THE PROPOSED SIDEWALK.
2.	ALL SIDEWALK IN CONFLICT WITH THE PROPOSED SIDEWALK IS TO BE SAW CUT AND REMOVED AT THE NEAREST JOINT.
3.	ANY CURB DAMAGED IS TO BE REPLACED TO EXISTING OR BETTER CONDITION.

0 2.5 5 10
GRAPHIC SCALE (FEET)

G1	BELLMEAD DRIVE AND U.S. HIGHWAY 84 INTERSECTION
1"=5'	



REV.	DESCRIPTION	DATE

Walker Partners
engineers * surveyors
T.B.P.E. Registration No. 8053

CITY OF BELLMEAD

**BELLMEAD DRIVE
STREETSCAPING
IMPROVEMENTS**

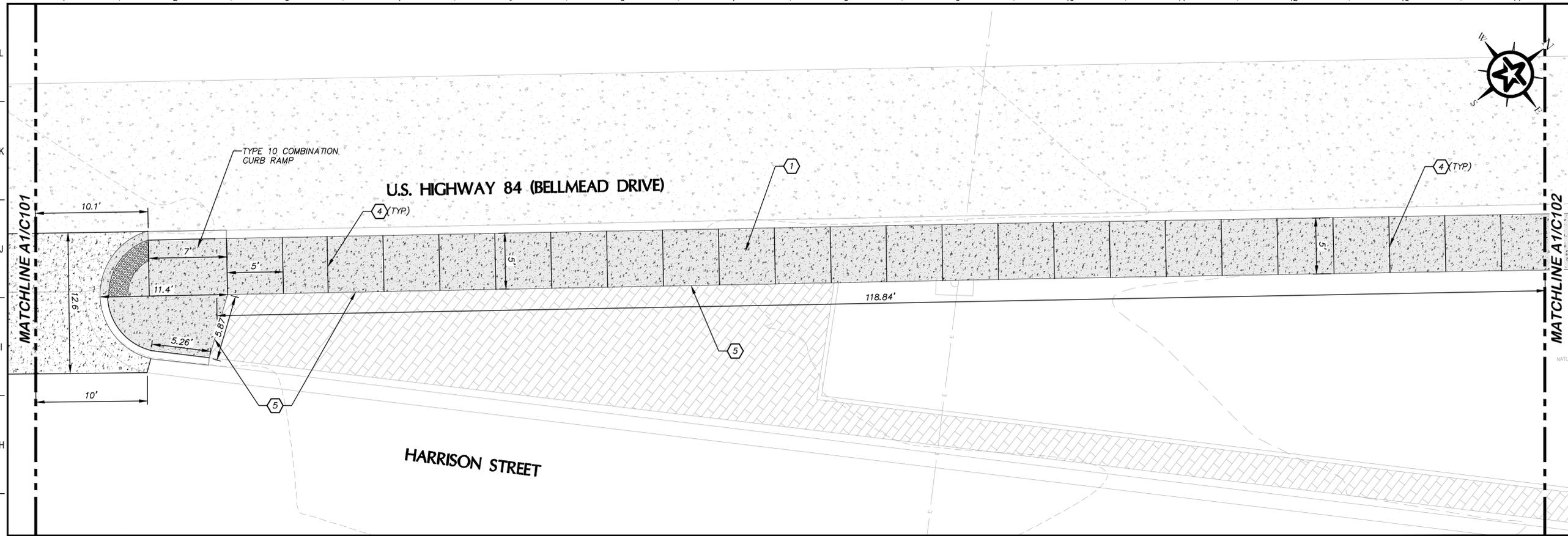
PAVING PLANS (SHEET 2 OF 8)

DATE: 04/01/2022
E. TALMADGE HILL, III

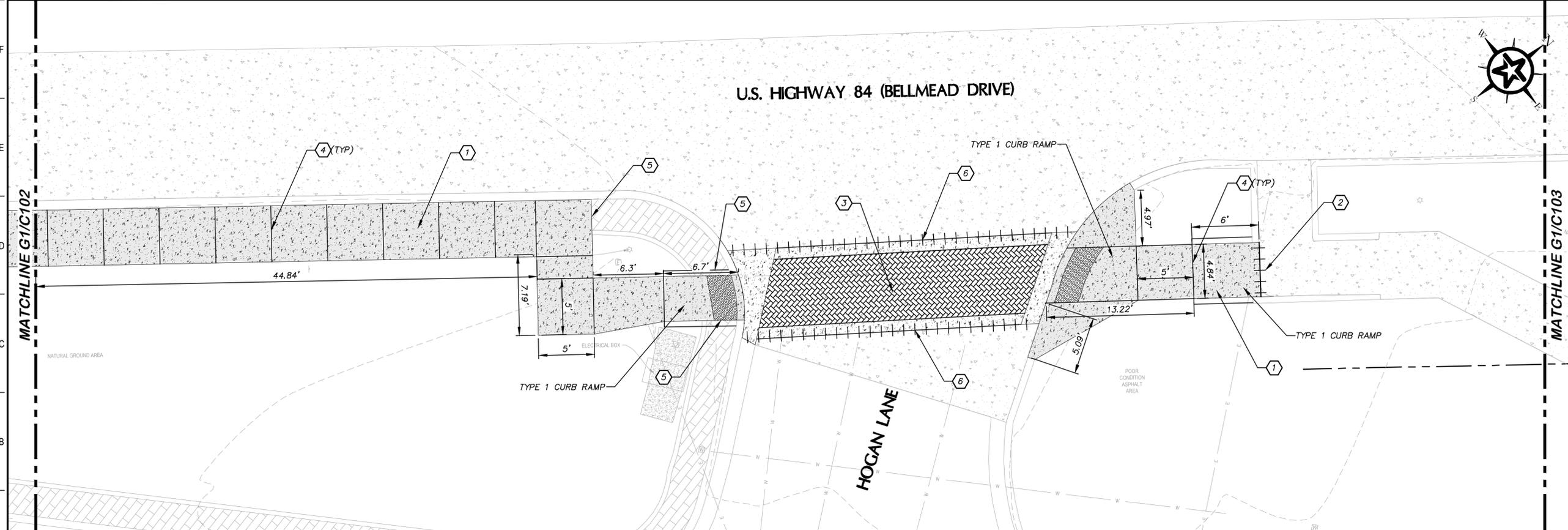
	PM	JPB
	DESIGNED	ETH, JLB
	DRAFTED	ETH
	CHECKED	JPB
	PROJECT NO.	1-03457
DRAWING NO.		C101

A1	BELLMEAD DRIVE AND U.S. HIGHWAY 84 INTERSECTION
1"=5'	

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G1 BELLMEAD DRIVE AND U.S. HIGHWAY 84 INTERSECTION
1"=5'



A1 BELLMEAD DRIVE AND U.S. HIGHWAY 84 INTERSECTION
1"=5'

KEY NOTES	
1	CONCRETE SIDEWALK
2	DRILL/EPOXY 12" LONG NO. 5 DOWELS @ 12" SPACING (RE: E8/C300)
3	CONCRETE PAVER CROSSWALK (RE: C302)
4	SAWED CONTRACTION JOINT (RE: E1/C300)
5	ISOLATION JOINT (RE: I1/C300)
6	EXPANSION JOINT (RE: E8/C300)
GENERAL NOTES	
1. ALL RAMPS TO BE TXDOT PEDESTRIAN FACILITIES CURB RAMPS (RE: C303-C306)	
2. ALL PAVING SHALL BE COMPLETED IN ACCORDANCE WITH TXDOT SPECIFICATIONS.	
LEGEND	
	CONCRETE SIDEWALK 4" THICK 3,000 PSI CONCRETE No. 3 REBAR @ 18" O.C.E.W. 4" FLEX BASE
	CONCRETE PAVEMENT 6" THICK 4,000 PSI CONCRETE No. 4 REBAR @ 12" O.C.E.W. 12" FLEX BASE
	HMAC PAVEMENT 1.5" TYPE 'C' OR 'D' 12" FLEX BASE
DEMOLITION NOTES	
1. ALL PAVERS IN CONFLICT WITH THE PROPOSED SIDEWALK ARE TO BE REMOVED AND DISPOSED OF. CONTRACTOR TO REPLACE PAVERS UP TO THE PROPOSED SIDEWALK.	
2. ALL SIDEWALK IN CONFLICT WITH THE PROPOSED SIDEWALK IS TO BE SAW CUT AND REMOVED AT THE NEAREST JOINT.	
3. ANY CURB DAMAGED IS TO BE REPLACED TO EXISTING OR BETTER CONDITION.	
 GRAPHIC SCALE (FEET)	
REV.	DESCRIPTION
DATE	DATE
 Walker Partners engineers • surveyors <small>T.B.P.E. Registration No. 8053</small>	
CITY OF BELLMEAD	
BELLMEAD DRIVE STREETSCAPING IMPROVEMENTS	
PAVING PLANS (SHEET 3 OF 8)	
DATE	 E. TALMADGE HILL, III
DATE	04/01/2022
PM	JPB
DESIGNED	ETH, JLB
DRAFTED	ETH
CHECKED	JPB
PROJECT NO.	1-03457
DRAWING NO.	C102

U.S. HIGHWAY 84 (BELLMEAD DRIVE)



KEY NOTES

- 1 CONCRETE SIDEWALK
- 2 DRILL/EPOXY 12" LONG NO. 5 DOWELS @ 12" SPACING (RE: EB/C300)
- 3 CONCRETE PAVER CROSSWALK (RE: C302)
- 4 SAWED CONTRACTION JOINT (RE: E1/C300)
- 5 ISOLATION JOINT (RE: I1/C300)
- 6 EXPANSION JOINT (RE: E8/C300)

GENERAL NOTES

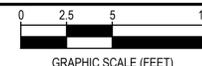
- 1. ALL RAMPS TO BE TXDOT PEDESTRIAN FACILITIES CURB RAMPS (RE: C303-C306)
- 2. ALL PAVING SHALL BE COMPLETED IN ACCORDANCE WITH TXDOT SPECIFICATIONS.

LEGEND

- CONCRETE SIDEWALK
4" THICK 3,000 PSI CONCRETE
No. 3 REBAR @ 18" O.C.E.W.
4" FLEX BASE
- CONCRETE PAVEMENT
6" THICK 4,000 PSI CONCRETE
No. 4 REBAR @ 12" O.C.E.W.
12" FLEX BASE
- HMAC PAVEMENT
1.5" TYPE 'C' OR 'D'
12" FLEX BASE

DEMOLITION NOTES

- 1. ALL PAVERS IN CONFLICT WITH THE PROPOSED SIDEWALK ARE TO BE REMOVED AND DISPOSED OF. CONTRACTOR TO REPLACE PAVERS UP TO THE PROPOSED SIDEWALK.
- 2. ALL SIDEWALK IN CONFLICT WITH THE PROPOSED SIDEWALK IS TO BE SAW CUT AND REMOVED AT THE NEAREST JOINT.
- 3. ANY CURB DAMAGED IS TO BE REPLACED TO EXISTING OR BETTER CONDITION.



REV.	DESCRIPTION	DATE



CITY OF BELLMEAD

BELLMEAD DRIVE
STREETSCAPING
IMPROVEMENTS

PAVING PLANS (SHEET 4 OF 8)

DATE: 04/01/2022
E. TALMADGE HILL, III

	DESIGNED	JPB
	DRAFTED	ETH, JLB
	CHECKED	ETH
	PROJECT NO.	1-03457
	DRAWING NO.	C103

G1 BELLMEAD DRIVE AND U.S. HIGHWAY 84 INTERSECTION

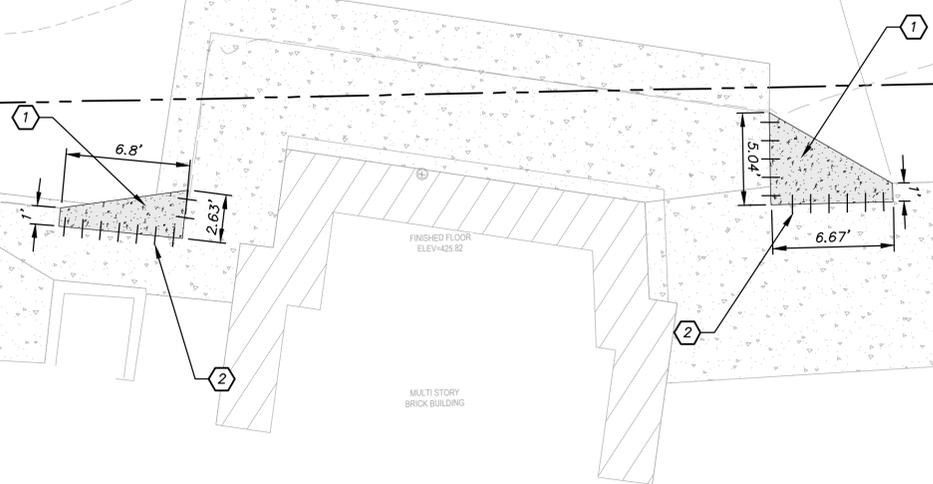
1"=5'

U.S. HIGHWAY 84 (BELLMEAD DRIVE)



MATCHLINE G1/C104

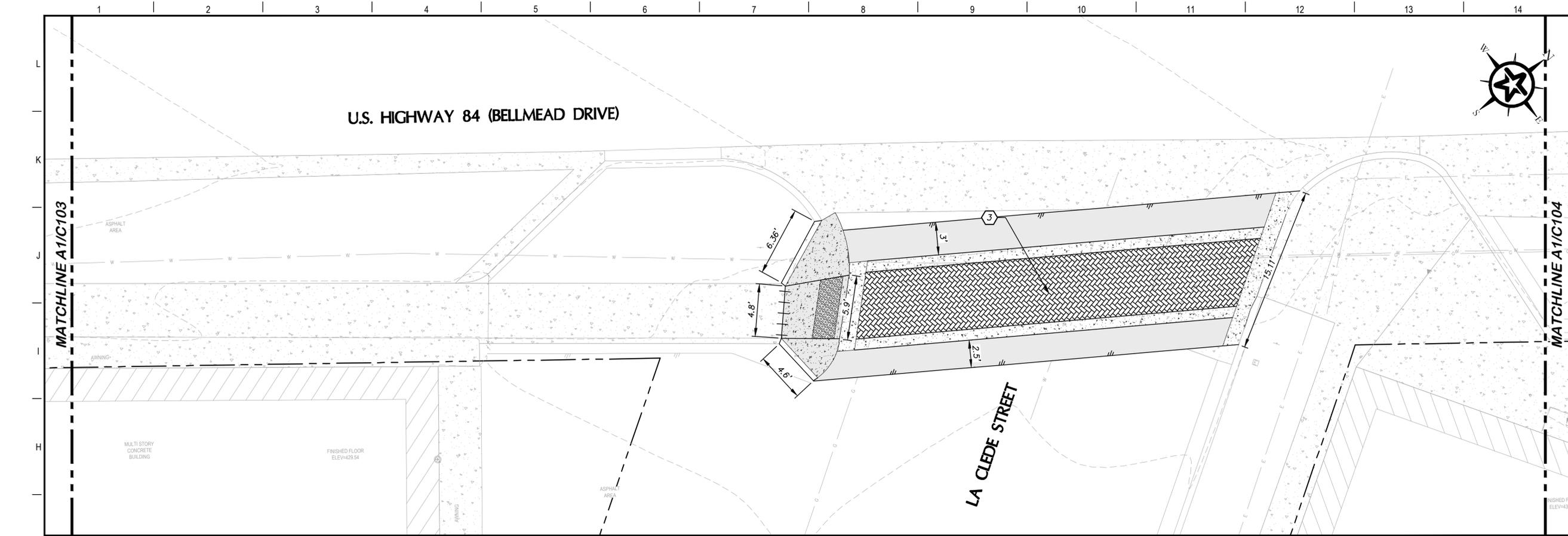
MATCHLINE G1/C103



A1 BELLMEAD DRIVE AND U.S. HIGHWAY 84 INTERSECTION

1"=5'

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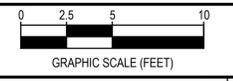


- ### KEY NOTES
- 1 CONCRETE SIDEWALK
 - 2 DRILL/EPOXY 12" LONG NO. 5 DOWELS @ 12" SPACING (RE: EB/C300)
 - 3 CONCRETE PAVER CROSSWALK (RE: C302)
 - 4 SAWED CONTRACTION JOINT (RE: E1/C300)
 - 5 ISOLATION JOINT (RE: I1/C300)
 - 6 EXPANSION JOINT (RE: EB/C300)

- ### GENERAL NOTES
1. ALL RAMPS TO BE TXDOT PEDESTRIAN FACILITIES CURB RAMPS (RE: C303-C306)
 2. ALL PAVING SHALL BE COMPLETED IN ACCORDANCE WITH TXDOT SPECIFICATIONS.

- ### LEGEND
- CONCRETE SIDEWALK
4" THICK 3,000 PSI CONCRETE
No. 3 REBAR @ 18" O.C.E.W.
4" FLEX BASE
 - CONCRETE PAVEMENT
6" THICK 4,000 PSI CONCRETE
No. 4 REBAR @ 12" O.C.E.W.
12" FLEX BASE
 - HMAC PAVEMENT
1.5" TYPE 'C' OR 'D'
12" FLEX BASE

- ### DEMOLITION NOTES
1. ALL PAVERS IN CONFLICT WITH THE PROPOSED SIDEWALK ARE TO BE REMOVED AND DISPOSED OF. CONTRACTOR TO REPLACE PAVERS UP TO THE PROPOSED SIDEWALK.
 2. ALL SIDEWALK IN CONFLICT WITH THE PROPOSED SIDEWALK IS TO BE SAW CUT AND REMOVED AT THE NEAREST JOINT.
 3. ANY CURB DAMAGED IS TO BE REPLACED TO EXISTING OR BETTER CONDITION.



REV.	DESCRIPTION	DATE



CITY OF BELLMEAD

BELLMEAD DRIVE STREETSCAPING IMPROVEMENTS

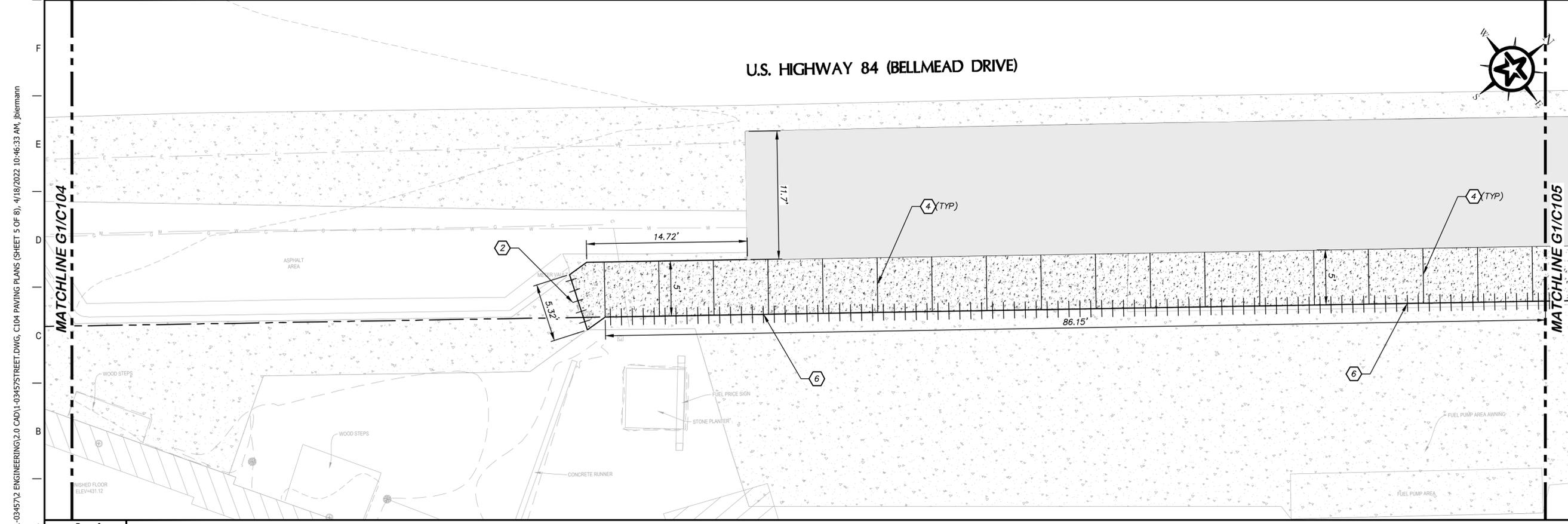
PAVING PLANS (SHEET 5 OF 8)

DATE: 04/01/2022
 E. Talmadge Hill III
 E. TALMADGE HILL, III



DESIGNED	JPB
DRAFTED	ETH, JLB
CHECKED	ETH
PROJECT NO.	1-03457
DRAWING NO.	C104

G1 BELLMEAD DRIVE AND U.S. HIGHWAY 84 INTERSECTION
 1"=5'



A1 BELLMEAD DRIVE AND U.S. HIGHWAY 84 INTERSECTION
 1"=5'

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U.S. HIGHWAY 84 (BELLMEAD DRIVE)

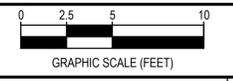


- ### KEY NOTES
- 1 CONCRETE SIDEWALK
 - 2 DRILL/EPOXY 12" LONG NO. 5 DOWELS @ 12" SPACING (RE: EB/C300)
 - 3 CONCRETE PAVER CROSSWALK (RE: C302)
 - 4 SAWED CONTRACTION JOINT (RE: E1/C300)
 - 5 ISOLATION JOINT (RE: I1/C300)
 - 6 EXPANSION JOINT (RE: E8/C300)

- ### GENERAL NOTES
1. ALL RAMPS TO BE TXDOT PEDESTRIAN FACILITIES CURB RAMPS (RE: C303-C306)
 2. ALL PAVING SHALL BE COMPLETED IN ACCORDANCE WITH TXDOT SPECIFICATIONS.

- ### LEGEND
- CONCRETE SIDEWALK
4" THICK 3,000 PSI CONCRETE
No. 3 REBAR @ 18" O.C.E.W.
4" FLEX BASE
 - CONCRETE PAVEMENT
6" THICK 4,000 PSI CONCRETE
No. 4 REBAR @ 12" O.C.E.W.
12" FLEX BASE
 - HMAC PAVEMENT
1.5" TYPE 'C' OR 'D'
12" FLEX BASE

- ### DEMOLITION NOTES
1. ALL PAVERS IN CONFLICT WITH THE PROPOSED SIDEWALK ARE TO BE REMOVED AND DISPOSED OF. CONTRACTOR TO REPLACE PAVERS UP TO THE PROPOSED SIDEWALK.
 2. ALL SIDEWALK IN CONFLICT WITH THE PROPOSED SIDEWALK IS TO BE SAW CUT AND REMOVED AT THE NEAREST JOINT.
 3. ANY CURB DAMAGED IS TO BE REPLACED TO EXISTING OR BETTER CONDITION.



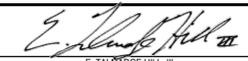
REV.	DESCRIPTION	DATE



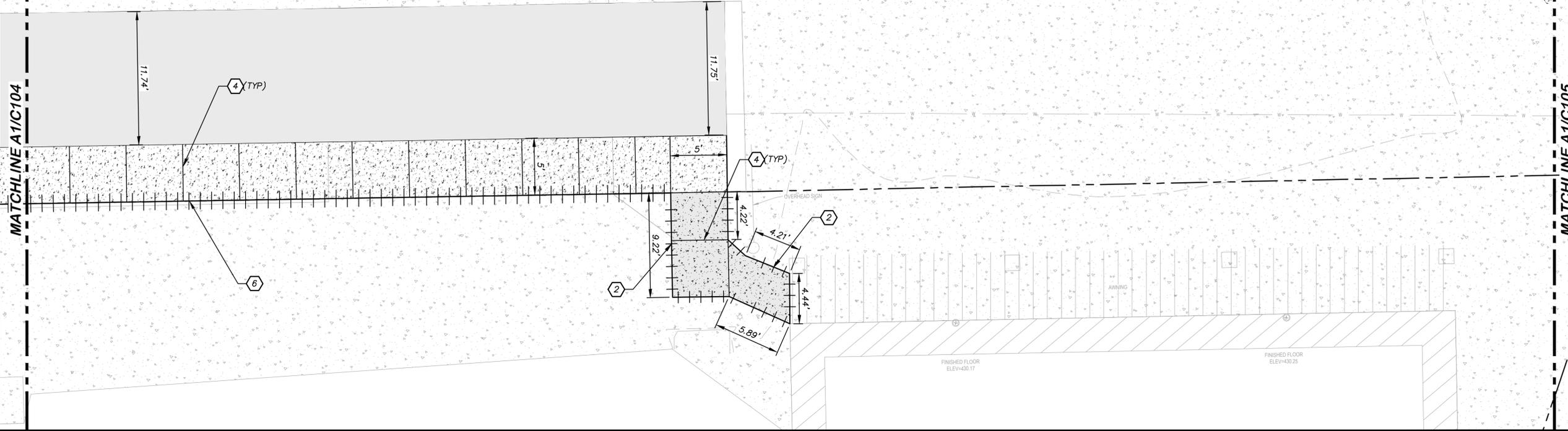
CITY OF BELLMEAD

BELLMEAD DRIVE
STREETSCAPING
IMPROVEMENTS

PAVING PLANS (SHEET 6 OF 8)

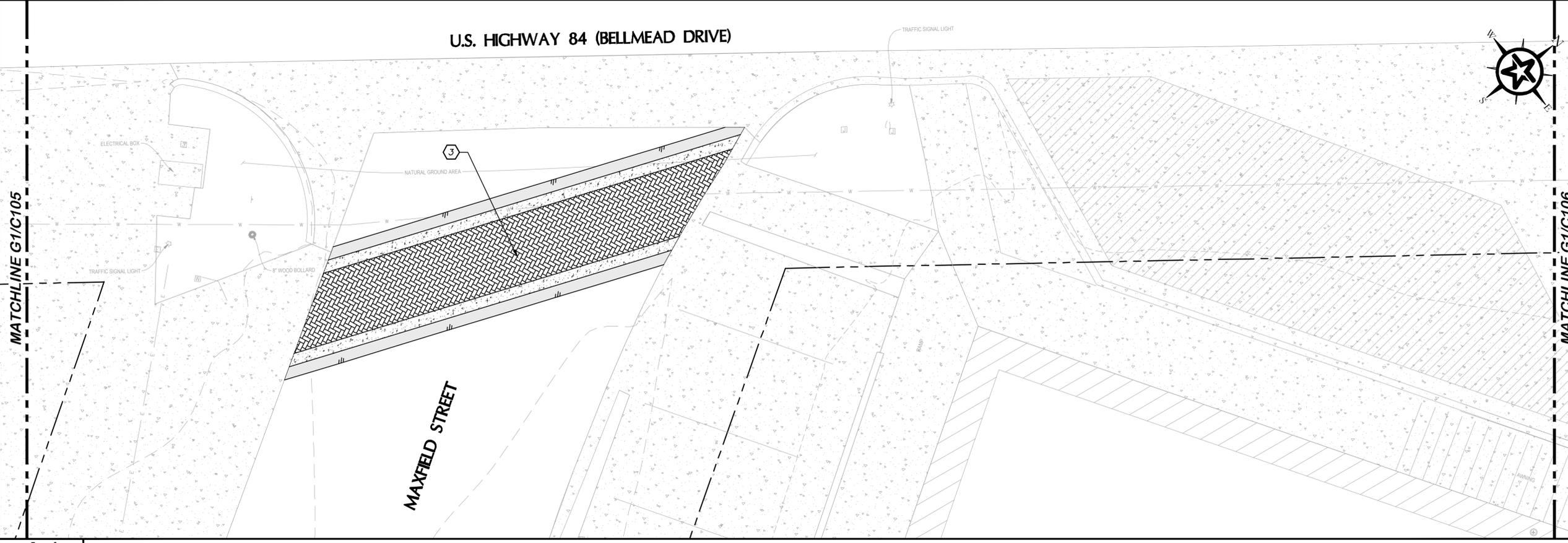
DATE: 04/01/2022

 E. TALMADGE HILL, III

	DESIGNED	JPB
	DRAFTED	ETH, JLB
	CHECKED	ETH
	PROJECT NO.	1-03457
	DRAWING NO.	C105



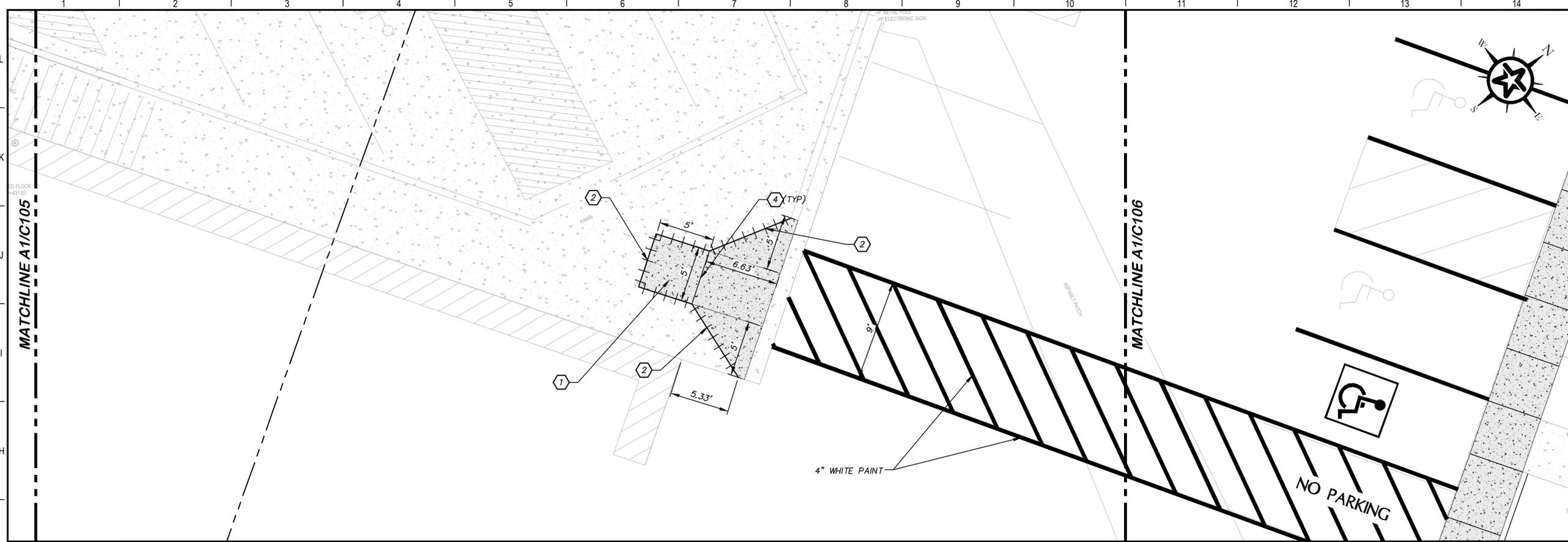
G1 BELLMEAD DRIVE AND U.S. HIGHWAY 84 INTERSECTION
 1"=5'

U.S. HIGHWAY 84 (BELLMEAD DRIVE)



A1 BELLMEAD DRIVE AND U.S. HIGHWAY 84 INTERSECTION
 1"=5'

G:\PROJECTS\1-0345712-ENGINEERING\2.0 CAD\1-0345712-STREET.DWG, C106 PAVING PLANS (SHEET 7 OF 8), 4/18/2022 10:46:50 AM, jbermann



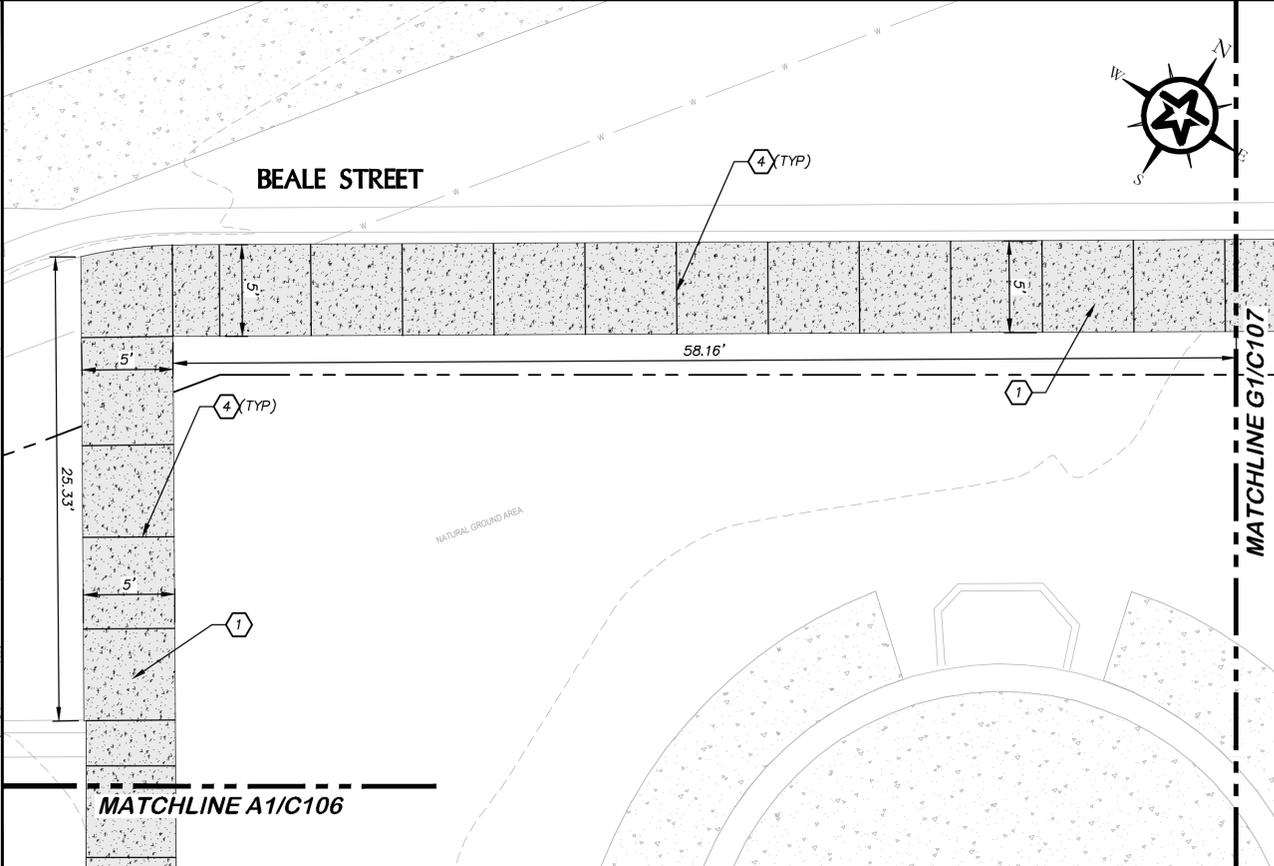
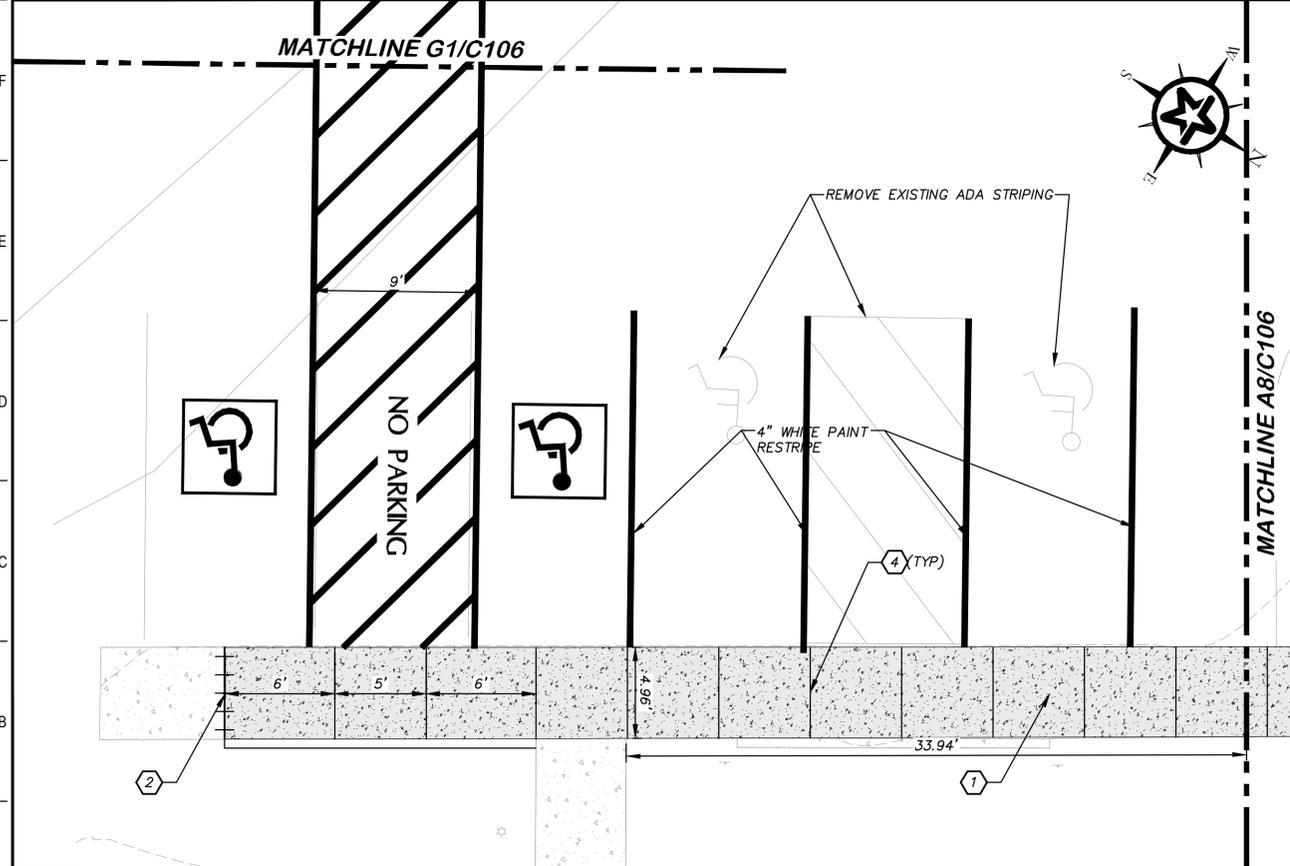
KEY NOTES	
1	CONCRETE SIDEWALK
2	DRILL/EPOXY 12" LONG NO. 5 DOWELS @ 12" SPACING (RE: E8/C300)
3	CONCRETE PAVER CROSSWALK (RE: C302)
4	SAWED CONTRACTION JOINT (RE: E1/C300)
5	ISOLATION JOINT (RE: I1/C300)
6	EXPANSION JOINT (RE: E8/C300)

GENERAL NOTES	
1.	ALL RAMPS TO BE TXDOT PEDESTRIAN FACILITIES CURB RAMPS (RE: C303-C306)
2.	ALL PAVING SHALL BE COMPLETED IN ACCORDANCE WITH TXDOT SPECIFICATIONS.

LEGEND	
	CONCRETE SIDEWALK 4" THICK 3,000 PSI CONCRETE No. 3 REBAR @ 18" O.C.E.W. 4" FLEX BASE
	CONCRETE PAVEMENT 6" THICK 4,000 PSI CONCRETE No. 4 REBAR @ 12" O.C.E.W. 12" FLEX BASE
	HMAC PAVEMENT 1.5" TYPE 'C' OR 'D' 12" FLEX BASE

DEMOLITION NOTES	
1.	ALL PAVERS IN CONFLICT WITH THE PROPOSED SIDEWALK ARE TO BE REMOVED AND DISPOSED OF. CONTRACTOR TO REPLACE PAVERS UP TO THE PROPOSED SIDEWALK.
2.	ALL SIDEWALK IN CONFLICT WITH THE PROPOSED SIDEWALK IS TO BE SAW CUT AND REMOVED AT THE NEAREST JOINT.
3.	ANY CURB DAMAGED IS TO BE REPLACED TO EXISTING OR BETTER CONDITION.

G1 BELLMEAD DRIVE AND U.S. HIGHWAY 84 INTERSECTION
1"=5'



A1 BELLMEAD DRIVE AND U.S. HIGHWAY 84 INTERSECTION
1"=5'

A8 BELLMEAD DRIVE AND U.S. HIGHWAY 84 INTERSECTION
1"=5'

REV.	DESCRIPTION	DATE

Walker Partners
engineers • surveyors
T.B.P.E. Registration No. 8053

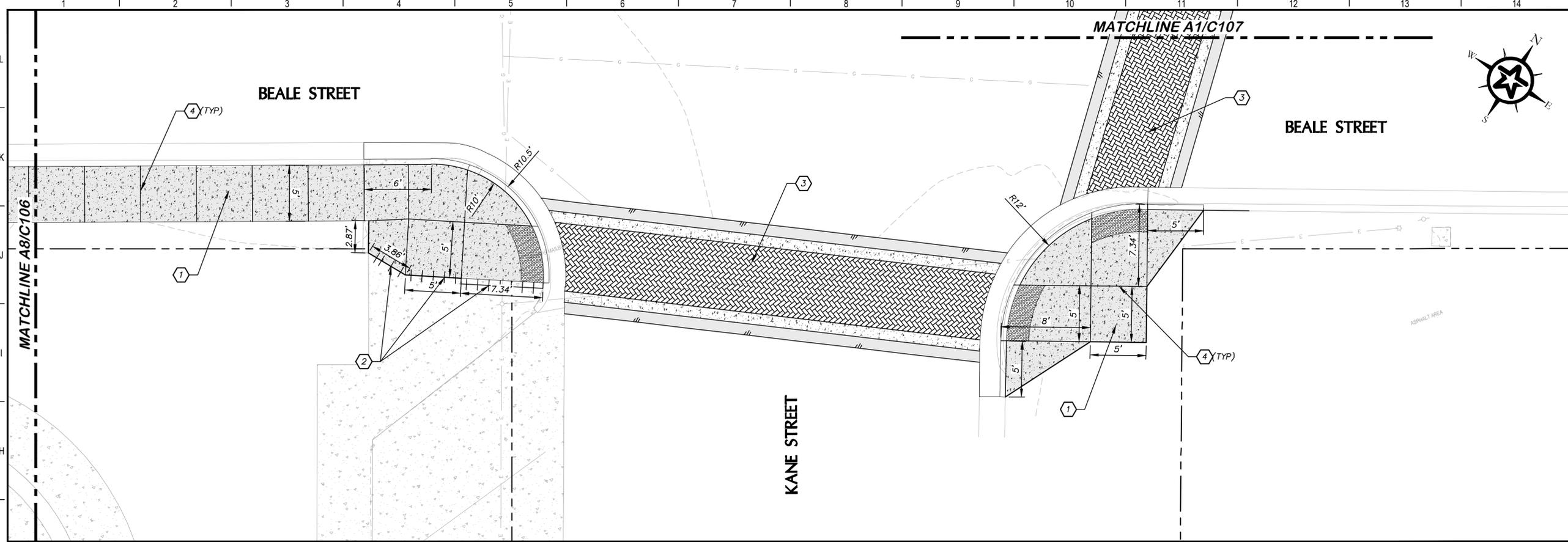
CITY OF BELLMEAD
BELLMEAD DRIVE
STREETSCAPING
IMPROVEMENTS

PAVING PLANS (SHEET 7 OF 8)

DATE: 04/01/2022
E. Talmadge Hill, III
E. TALMADGE HILL, III

	DESIGNED	JPB
	DRAFTED	ETH, JLB
	CHECKED	ETH
	PROJECT NO.	1-03457
	DRAWING NO.	C106

G:\PROJECTS\1-0345712-ENGINEERING\2.0 CAD\1-0345712-STREET.DWG, C107 PAVING PLANS (SHEET 8 OF 8), 4/18/2022 10:47:00 AM, jbermann

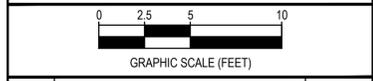


- ### KEY NOTES
- 1 CONCRETE SIDEWALK
 - 2 DRILL/EPOXY 12" LONG NO. 5 DOWELS @ 12" SPACING (RE: EB/C300)
 - 3 CONCRETE PAVER CROSSWALK (RE: C302)
 - 4 SAWS CONSTRUCTION JOINT (RE: E1/C300)
 - 5 ISOLATION JOINT (RE: I1/C300)
 - 6 EXPANSION JOINT (RE: EB/C300)

- ### GENERAL NOTES
1. ALL RAMPS TO BE TXDOT PEDESTRIAN FACILITIES CURB RAMPS (RE: C303-C306)
 2. ALL PAVING SHALL BE COMPLETED IN ACCORDANCE WITH TXDOT SPECIFICATIONS.

- ### LEGEND
- CONCRETE SIDEWALK
4" THICK 3,000 PSI CONCRETE
No. 3 REBAR @ 18" O.C.E.W.
4" FLEX BASE
 - CONCRETE PAVEMENT
6" THICK 4,000 PSI CONCRETE
No. 4 REBAR @ 12" O.C.E.W.
12" FLEX BASE
 - HMAC PAVEMENT
1.5" TYPE 'C' OR 'D'
12" FLEX BASE

- ### DEMOLITION NOTES
1. ALL PAVERS IN CONFLICT WITH THE PROPOSED SIDEWALK ARE TO BE REMOVED AND DISPOSED OF. CONTRACTOR TO REPLACE PAVERS UP TO THE PROPOSED SIDEWALK.
 2. ALL SIDEWALK IN CONFLICT WITH THE PROPOSED SIDEWALK IS TO BE SAW CUT AND REMOVED AT THE NEAREST JOINT.
 3. ANY CURB DAMAGED IS TO BE REPLACED TO EXISTING OR BETTER CONDITION.



REV.	DESCRIPTION	DATE

Walker Partners
engineers * surveyors
T.B.P.E. Registration No. 8053

CITY OF BELLMEAD

**BELLMEAD DRIVE
STREETSCAPING
IMPROVEMENTS**

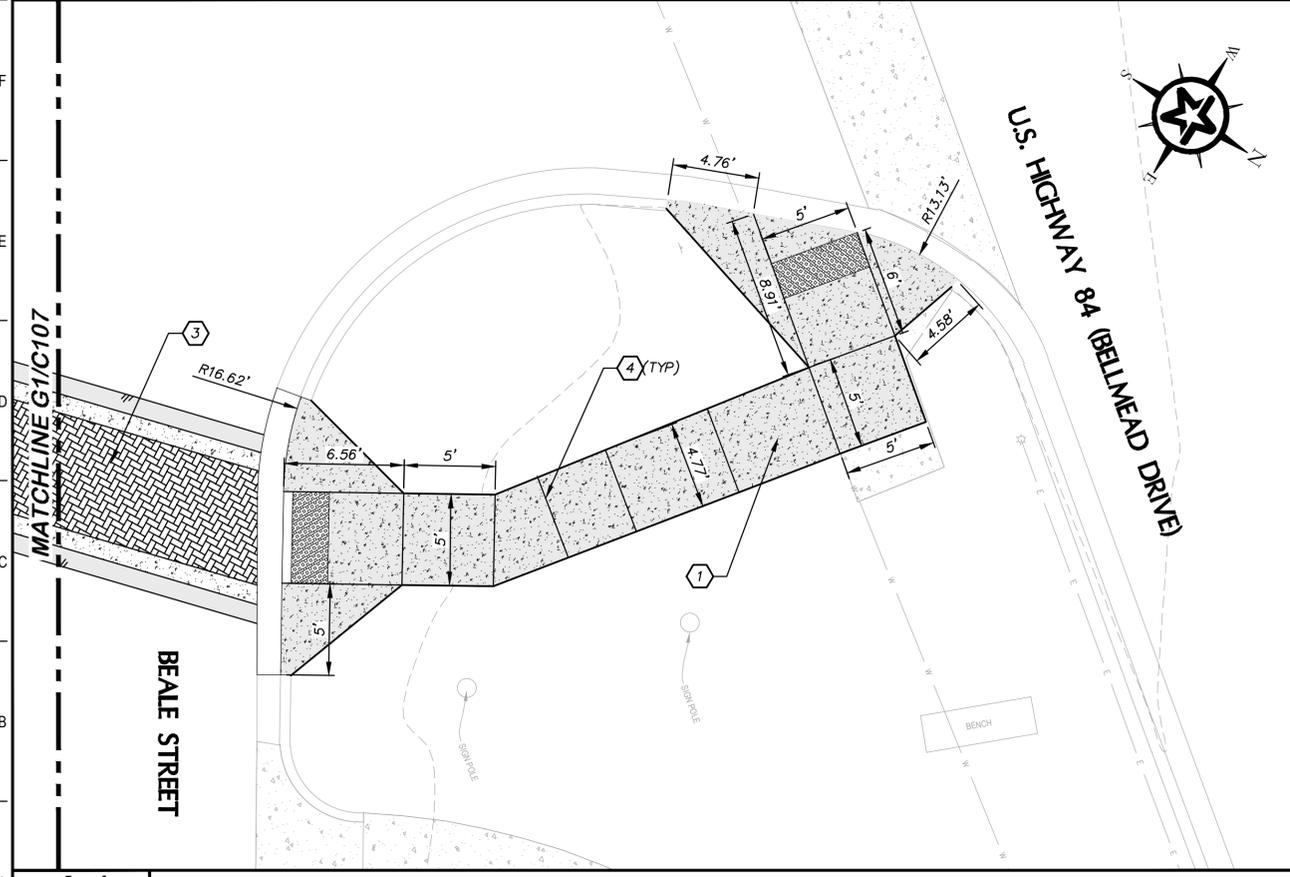
PAVING PLANS (SHEET 8 OF 8)

DATE: 04/01/2022
E. TALMADGE HILL, III

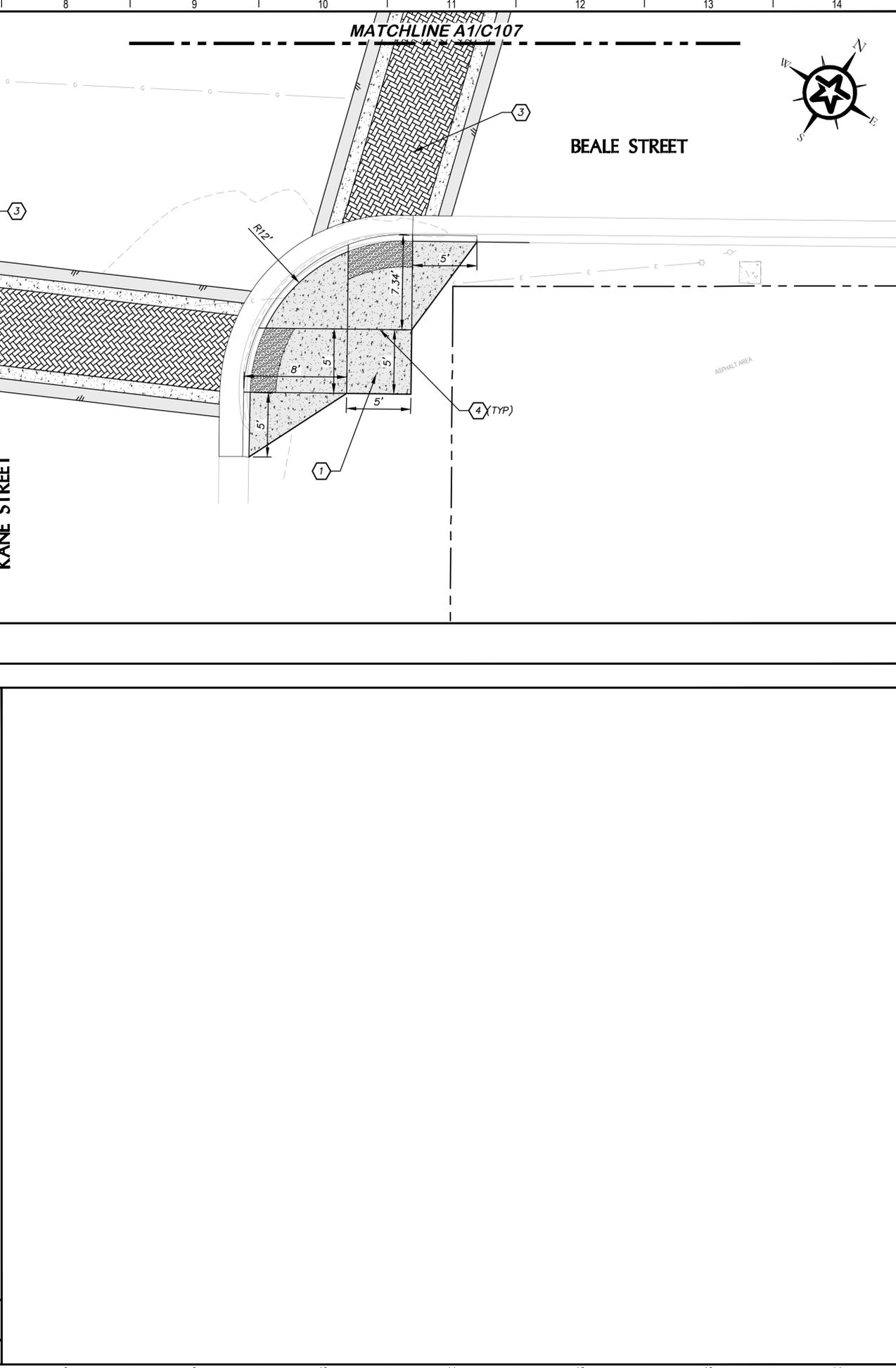
STATE OF TEXAS
LICENSED PROFESSIONAL ENGINEER
115730

DESIGNED	ETH, JLB
DRAFTED	ETH
CHECKED	JPB
PROJECT NO.	1-03457
DRAWING NO.	C107

G1 BELLMEAD DRIVE AND U.S. HIGHWAY 84 INTERSECTION
1"=5'



A1 BELLMEAD DRIVE AND U.S. HIGHWAY 84 INTERSECTION
1"=5'





U.S. HIGHWAY 84

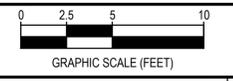


GRADING LEGEND

- \times 520.79 EXISTING GRADE
- \circ TP=519.64 PROPOSED GRADE
- \circ TC=522.95 EXISTING GRADE - VERIFY
- 522 EXISTING CONTOUR
- (527) PROPOSED CONTOUR
- - - GRADE BREAK
- FLOWLINE
- TP TOP OF PAVEMENT
- TC TOP OF CURB
- SW SIDEWALK
- HP HIGH POINT
- LP LOW POINT

GRADING NOTES

1. ALL ACCESSIBLE ROUTES, RAMPS, CURB RAMPS, AND HANDICAP PARKING SPACES SHALL COMPLY WITH TEXAS ACCESSIBILITY STANDARDS (T.A.S.), LATEST EDITION.
2. CROSS SLOPE ON ALL ACCESSIBLE ROUTES, RAMPS, AND CURB RAMPS SHALL NOT EXCEED 2%.
3. SLOPES WITHIN HANDICAP PARKING STALLS AND ACCESS AISLES SHALL NOT EXCEED 2% IN ANY DIRECTION.
4. RUNNING SLOPE ON ALL ACCESSIBLE ROUTES SHALL NOT EXCEED 5%.
5. RUNNING SLOPE ON RAMPS AND CURB RAMPS SHALL NOT EXCEED 8.33%.
6. LANDINGS SHALL BE PROVIDED AT THE TOP AND BOTTOM OF ALL RAMPS (MIN 5' LONG X RAMP WIDTH), CHANGES IN DIRECTION (MIN 5' X 5'), AND AT ALL ACCESSIBLE BUILDING EXITS (MIN 5' LONG X DOOR WIDTH). LANDINGS SLOPES SHALL NOT EXCEED 2% IN ANY DIRECTION.
7. VERTICAL CHANGE IN GRADE SHALL BE LIMITED TO 1/4 INCH MAXIMUM ALONG ACCESSIBLE ROUTES.
8. OPENINGS WITHIN ACCESSIBLE ROUTES (I.E. STORM DRAIN GRATES) SHALL NOT EXCEED 1/2 INCH IN THE DOMINANT DIRECTION OF TRAVEL. ELONGATED OPENINGS SHALL BE PLACED SO THAT THE LONG DIMENSION IS PERPENDICULAR TO THE DOMINANT DIRECTION OF TRAVEL.
9. CONTRACTOR SHALL VERIFY FORMWORK IN FIELD TO ENSURE THAT PROPOSED GRADES COMPLY WITH T.A.S. PRIOR TO PLACING PERMANENT FEATURES. NOTIFY ENGINEER OF ANY FIELD DISCREPANCIES THAT MAY REQUIRE REVISIONS.



REV.	DESCRIPTION	DATE



CITY OF BELLMEAD

BELLMEAD DRIVE STREETSCAPING IMPROVEMENTS

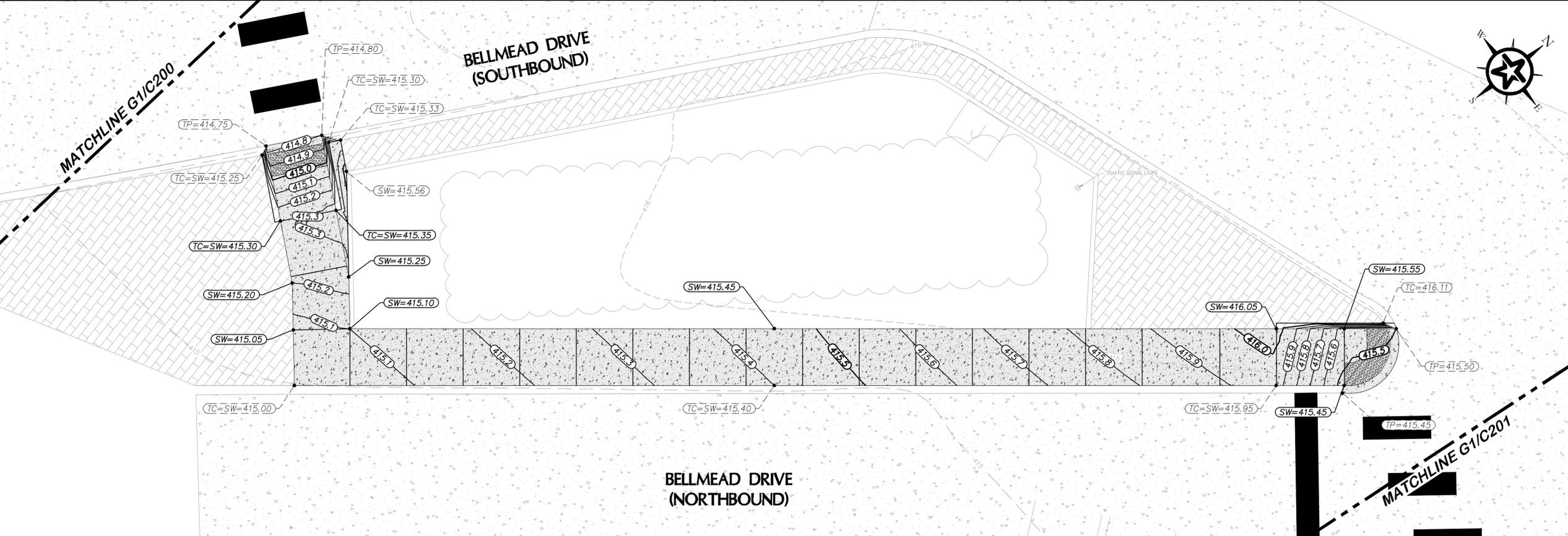
GRADING PLANS (SHEET 1 OF 8)

DATE: 04/01/2022
 E. TALMADGE HILL III
 E. TALMADGE HILL III

	DESIGNED	JPB
	DRAFTED	ETH, JLB
	CHECKED	ETH
	PROJECT NO.	1-03457
	DRAWING NO.	C200

G1 GRADING PLAN

1"=5'

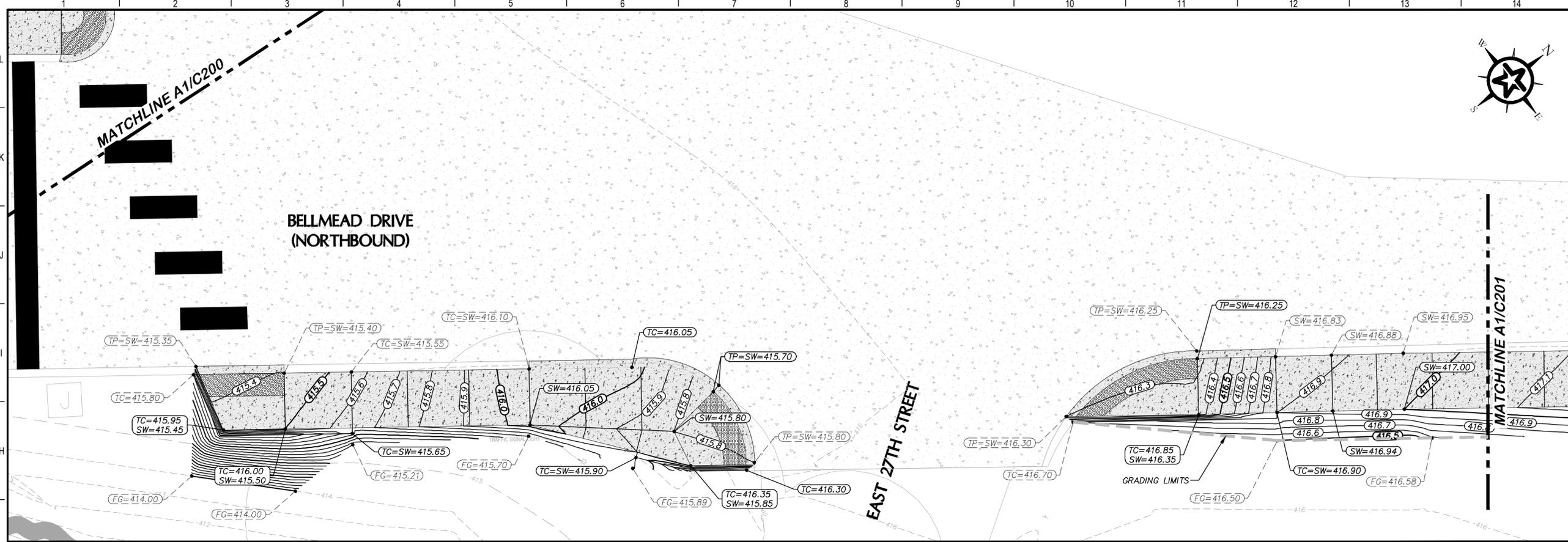


A1 GRADING PLAN

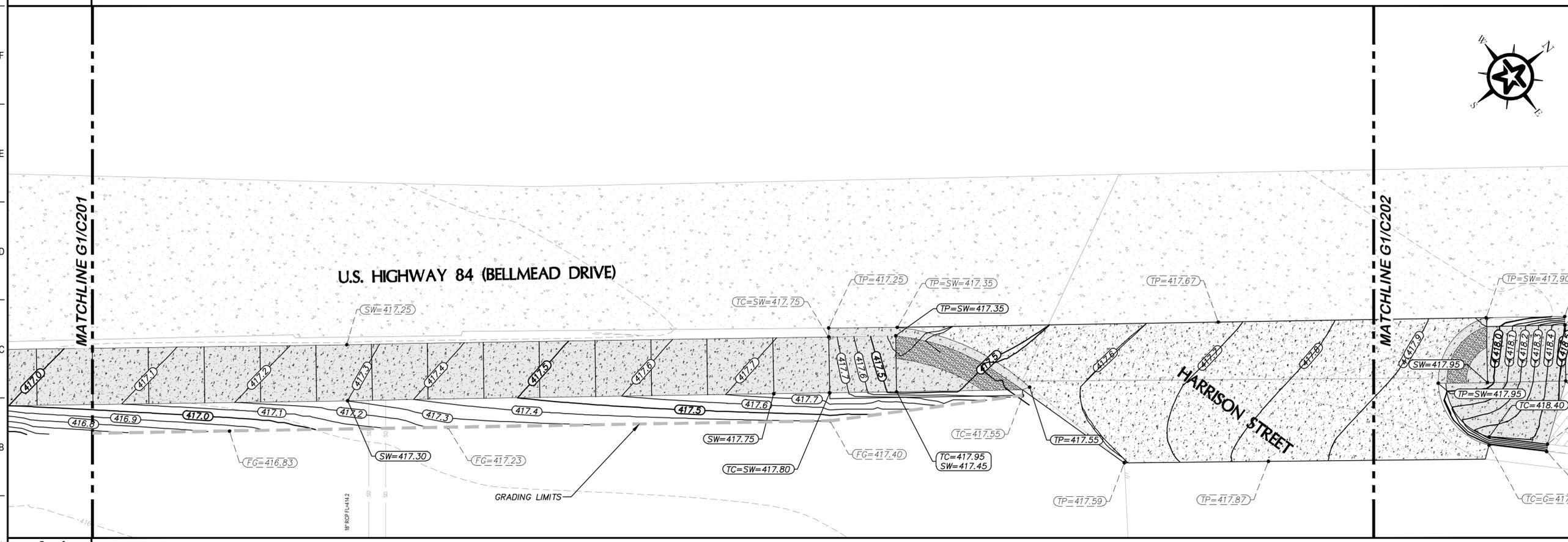
1"=5'

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G:\PROJECTS\1-034572\ENGINEERING\2.0 CAD\1-034572\GRADING.DWG, C201, GRADING PLANS (SHEET 2 OF 8), 4/18/2022 9:53:58 AM, jobermann



G1 GRADING PLAN
1"=5'

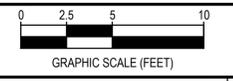


A1 GRADING PLAN
1"=5'

GRADING LEGEND

\times 520.79	EXISTING GRADE
(TP=519.64)	PROPOSED GRADE
(TC=522.95)	EXISTING GRADE - VERIFY
---	EXISTING CONTOUR
(527)	PROPOSED CONTOUR
---	GRADE BREAK
→	FLOWLINE
TP	TOP OF PAVEMENT
TC	TOP OF CURB
SW	SIDEWALK
HP	HIGH POINT
LP	LOW POINT

- GRADING NOTES**
- ALL ACCESSIBLE ROUTES, RAMPS, CURB RAMPS, AND HANDICAP PARKING SPACES SHALL COMPLY WITH TEXAS ACCESSIBILITY STANDARDS (T.A.S.), LATEST EDITION.
 - CROSS SLOPE ON ALL ACCESSIBLE ROUTES, RAMPS, AND CURB RAMPS SHALL NOT EXCEED 2%.
 - SLOPES WITHIN HANDICAP PARKING STALLS AND ACCESS AISLES SHALL NOT EXCEED 2% IN ANY DIRECTION.
 - RUNNING SLOPE ON ALL ACCESSIBLE ROUTES SHALL NOT EXCEED 5%.
 - RUNNING SLOPE ON RAMPS AND CURB RAMPS SHALL NOT EXCEED 8.33%.
 - LANDINGS SHALL BE PROVIDED AT THE TOP AND BOTTOM OF ALL RAMPS (MIN 5' LONG X RAMP WIDTH), CHANGES IN DIRECTION (MIN 5' X 5'), AND AT ALL ACCESSIBLE BUILDING EXITS (MIN 5' LONG X DOOR WIDTH). LANDINGS SLOPES SHALL NOT EXCEED 2% IN ANY DIRECTION.
 - VERTICAL CHANGE IN GRADE SHALL BE LIMITED TO 1/4 INCH MAXIMUM ALONG ACCESSIBLE ROUTES.
 - OPENINGS WITHIN ACCESSIBLE ROUTES (I.E. STORM DRAIN GRATES) SHALL NOT EXCEED 1/2 INCH IN THE DOMINANT DIRECTION OF TRAVEL. ELONGATED OPENINGS SHALL BE PLACED SO THAT THE LONG DIMENSION IS PERPENDICULAR TO THE DOMINANT DIRECTION OF TRAVEL.
 - CONTRACTOR SHALL VERIFY FORMWORK IN FIELD TO ENSURE THAT PROPOSED GRADES COMPLY WITH T.A.S. PRIOR TO PLACING PERMANENT FEATURES. NOTIFY ENGINEER OF ANY FIELD DISCREPANCIES THAT MAY REQUIRE REVISIONS.



REV.	DESCRIPTION	DATE



CITY OF BELMEAD

BELMEAD DRIVE STREETSCAPING IMPROVEMENTS

GRADING PLANS (SHEET 2 OF 8)

04/01/2022
DATE

E. Talmadge Hill III
E. TALMADGE HILL, III

DESIGNED	JPB
DRAFTED	ETH, JLB
CHECKED	ETH
PROJECT NO.	1-03457
DRAWING NO.	C201

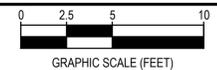
U.S. HIGHWAY 84 (BELLMEAD DRIVE)

GRADING LEGEND

- EXISTING GRADE
- PROPOSED GRADE
- EXISTING GRADE - VERIFY
- EXISTING CONTOUR
- PROPOSED CONTOUR
- GRADE BREAK
- FLOWLINE
- TP** TOP OF PAVEMENT
- TC** TOP OF CURB
- SW** SIDEWALK
- HP** HIGH POINT
- LP** LOW POINT

GRADING NOTES

1. ALL ACCESSIBLE ROUTES, RAMPS, CURB RAMPS, AND HANDICAP PARKING SPACES SHALL COMPLY WITH TEXAS ACCESSIBILITY STANDARDS (T.A.S.), LATEST EDITION.
2. CROSS SLOPE ON ALL ACCESSIBLE ROUTES, RAMPS, AND CURB RAMPS SHALL NOT EXCEED 2%.
3. SLOPES WITHIN HANDICAP PARKING STALLS AND ACCESS AISLES SHALL NOT EXCEED 2% IN ANY DIRECTION.
4. RUNNING SLOPE ON ALL ACCESSIBLE ROUTES SHALL NOT EXCEED 5%.
5. RUNNING SLOPE ON RAMPS AND CURB RAMPS SHALL NOT EXCEED 8.33%.
6. LANDINGS SHALL BE PROVIDED AT THE TOP AND BOTTOM OF ALL RAMPS (MIN 5' LONG X RAMP WIDTH), CHANGES IN DIRECTION (MIN 5' X 5'), AND AT ALL ACCESSIBLE BUILDING EXITS (MIN 5' LONG X DOOR WIDTH). LANDINGS SLOPES SHALL NOT EXCEED 2% IN ANY DIRECTION.
7. VERTICAL CHANGE IN GRADE SHALL BE LIMITED TO 1/4 INCH MAXIMUM ALONG ACCESSIBLE ROUTES.
8. OPENINGS WITHIN ACCESSIBLE ROUTES (I.E. STORM DRAIN GRATES) SHALL NOT EXCEED 1/2 INCH IN THE DOMINANT DIRECTION OF TRAVEL. ELONGATED OPENINGS SHALL BE PLACED SO THAT THE LONG DIMENSION IS PERPENDICULAR TO THE DOMINANT DIRECTION OF TRAVEL.
9. CONTRACTOR SHALL VERIFY FORMWORK IN FIELD TO ENSURE THAT PROPOSED GRADES COMPLY WITH T.A.S. PRIOR TO PLACING PERMANENT FEATURES, NOTIFY ENGINEER OF ANY FIELD DISCREPANCIES THAT MAY REQUIRE REVISIONS.



REV.	DESCRIPTION	DATE



CITY OF BELLMEAD

BELLMEAD DRIVE
STREETSCAPING
IMPROVEMENTS

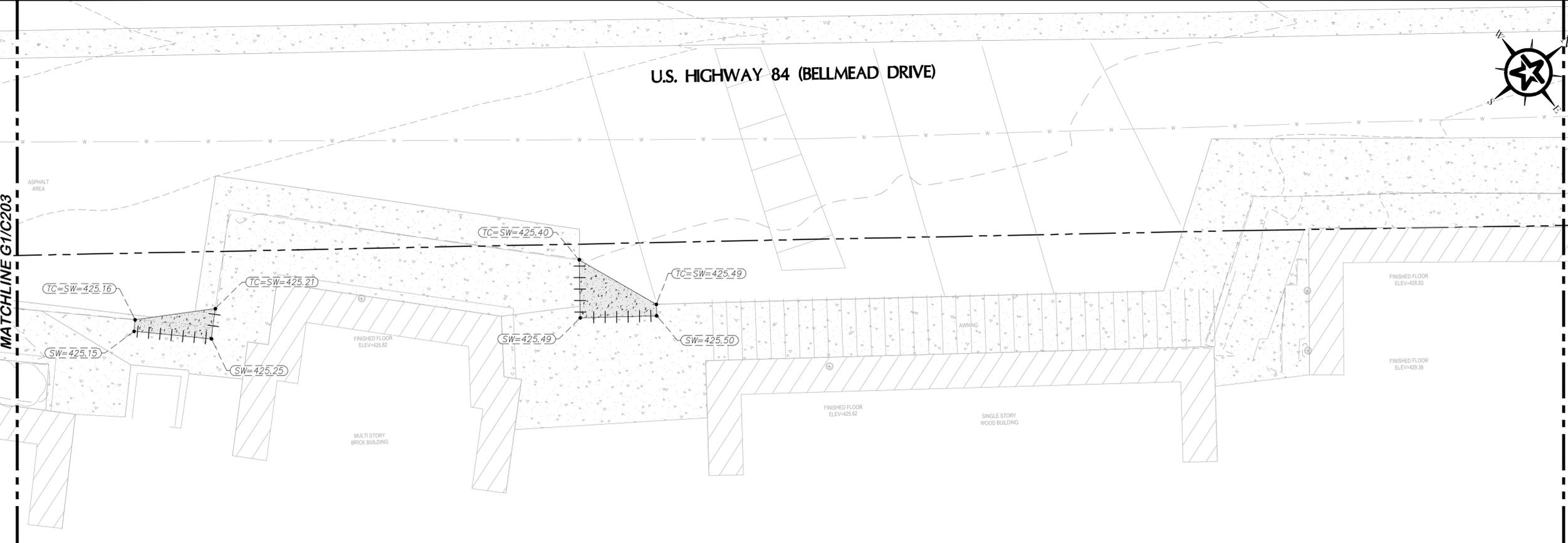
GRADING PLANS (SHEET 4 OF 8)

DATE: 04/01/2022
E. TALMADGE HILL, III
E. TALMADGE HILL, III

	PM	JPB
	DESIGNED	ETH, JLB
	DRAFTED	ETH
	CHECKED	JPB
	PROJECT NO.	1-03457
DRAWING NO.		C203

G1 GRADING PLAN

1"=5'



A1 GRADING PLAN

1"=5'

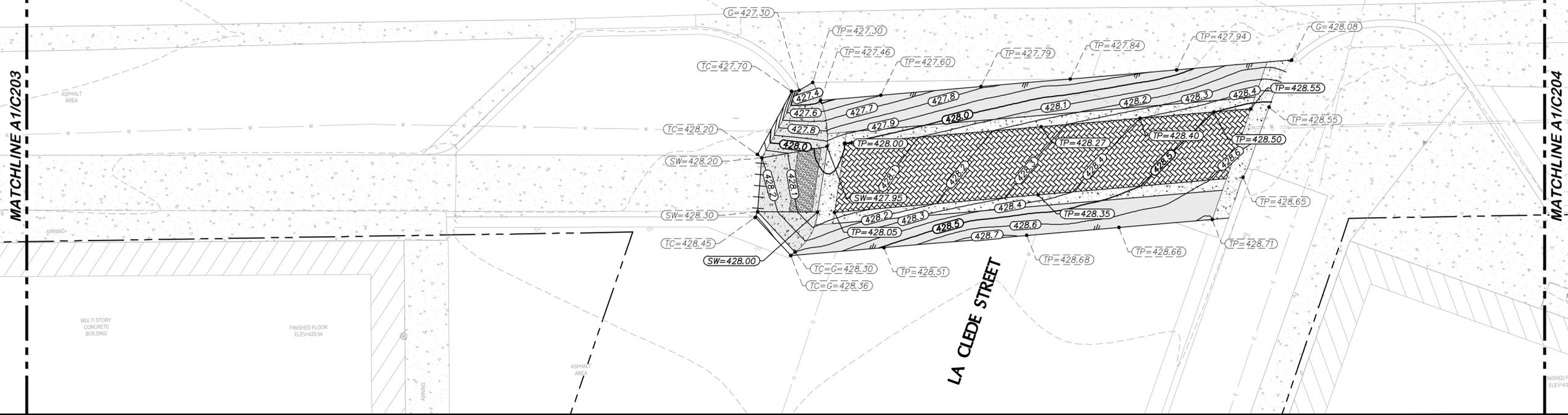
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U.S. HIGHWAY 84 (BELLMEAD DRIVE)



MATCHLINE A1/C203

MATCHLINE A1/C204



G1 GRADING PLAN

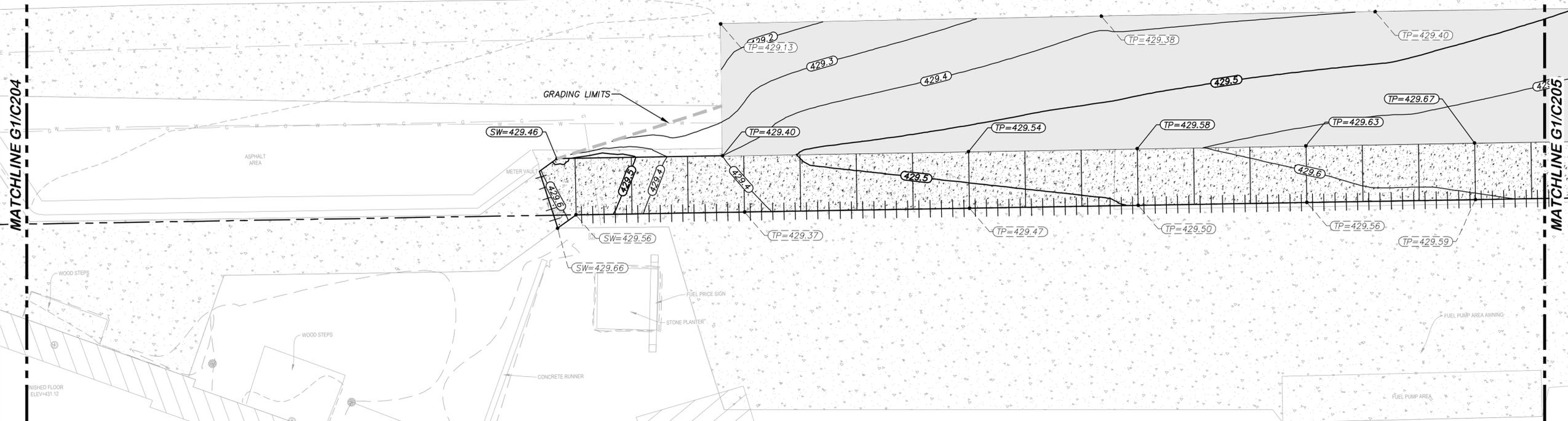
1"=5'

U.S. HIGHWAY 84 (BELLMEAD DRIVE)



MATCHLINE G1/C204

MATCHLINE G1/C205



A1 GRADING PLAN

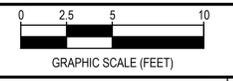
1"=5'

GRADING LEGEND

- EXISTING GRADE
- PROPOSED GRADE
- EXISTING GRADE - VERIFY
- EXISTING CONTOUR
- PROPOSED CONTOUR
- GRADE BREAK
- FLOWLINE
- TP** TOP OF PAVEMENT
- TC** TOP OF CURB
- SW** SIDEWALK
- HP** HIGH POINT
- LP** LOW POINT

GRADING NOTES

1. ALL ACCESSIBLE ROUTES, RAMPS, CURB RAMPS, AND HANDICAP PARKING SPACES SHALL COMPLY WITH TEXAS ACCESSIBILITY STANDARDS (T.A.S.), LATEST EDITION.
2. CROSS SLOPE ON ALL ACCESSIBLE ROUTES, RAMPS, AND CURB RAMPS SHALL NOT EXCEED 2%.
3. SLOPES WITHIN HANDICAP PARKING STALLS AND ACCESS AISLES SHALL NOT EXCEED 2% IN ANY DIRECTION.
4. RUNNING SLOPE ON ALL ACCESSIBLE ROUTES SHALL NOT EXCEED 5%.
5. RUNNING SLOPE ON RAMPS AND CURB RAMPS SHALL NOT EXCEED 8.33%.
6. LANDINGS SHALL BE PROVIDED AT THE TOP AND BOTTOM OF ALL RAMPS (MIN 5' LONG X RAMP WIDTH), CHANGES IN DIRECTION (MIN 5' X 5'), AND AT ALL ACCESSIBLE BUILDING EXITS (MIN 5' LONG X DOOR WIDTH). LANDINGS SLOPES SHALL NOT EXCEED 2% IN ANY DIRECTION.
7. VERTICAL CHANGE IN GRADE SHALL BE LIMITED TO 1/4 INCH MAXIMUM ALONG ACCESSIBLE ROUTES.
8. OPENINGS WITHIN ACCESSIBLE ROUTES (I.E. STORM DRAIN GRATES) SHALL NOT EXCEED 1/2 INCH IN THE DOMINANT DIRECTION OF TRAVEL. ELONGATED OPENINGS SHALL BE PLACED SO THAT THE LONG DIMENSION IS PERPENDICULAR TO THE DOMINANT DIRECTION OF TRAVEL.
9. CONTRACTOR SHALL VERIFY FORMWORK IN FIELD TO ENSURE THAT PROPOSED GRADES COMPLY WITH T.A.S. PRIOR TO PLACING PERMANENT FEATURES. NOTIFY ENGINEER OF ANY FIELD DISCREPANCIES THAT MAY REQUIRE REVISIONS.



REV.	DESCRIPTION	DATE

Walker Partners
engineers • surveyors
T.B.P.E. Registration No. 8053

CITY OF BELLMEAD

**BELLMEAD DRIVE
STREETSCAPING
IMPROVEMENTS**

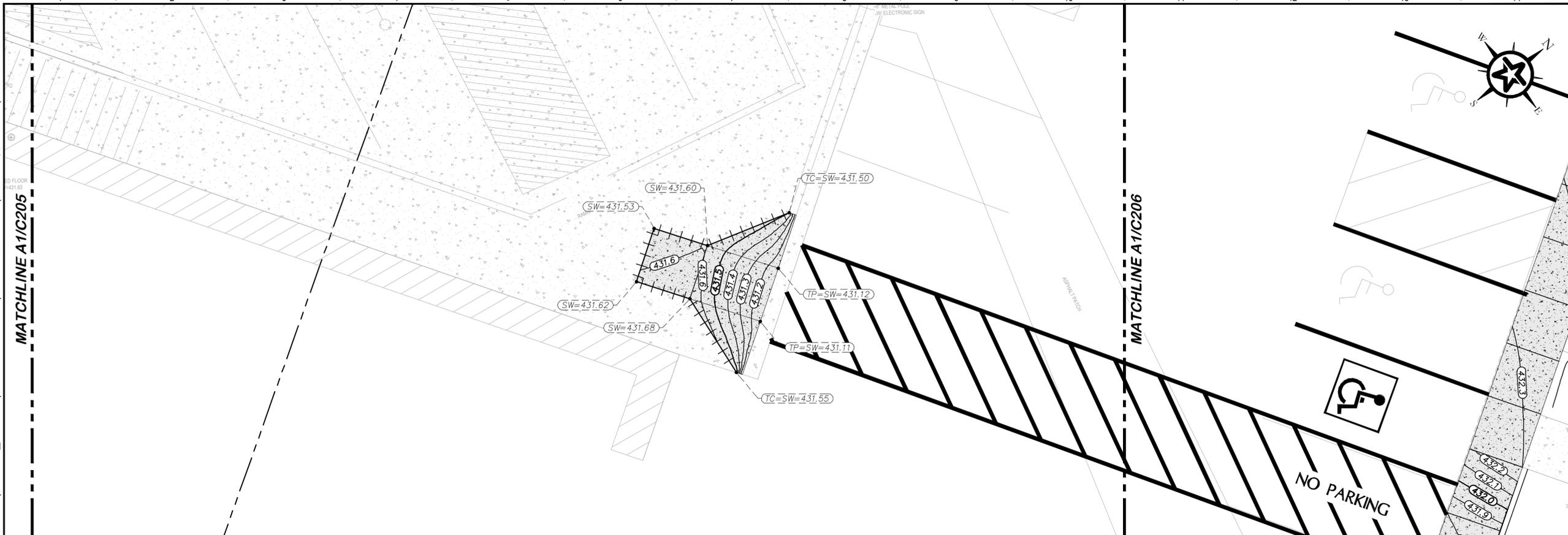
GRADING PLANS (SHEET 5 OF 8)

DATE: 04/01/2022

 E. TALMADGE HILL, III

	PM	JPB
	DESIGNED	ETH, JLB
	DRAFTED	ETH
	CHECKED	JPB
	PROJECT NO.	1-03457
DRAWING NO.		C204

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G1 GRADING PLAN

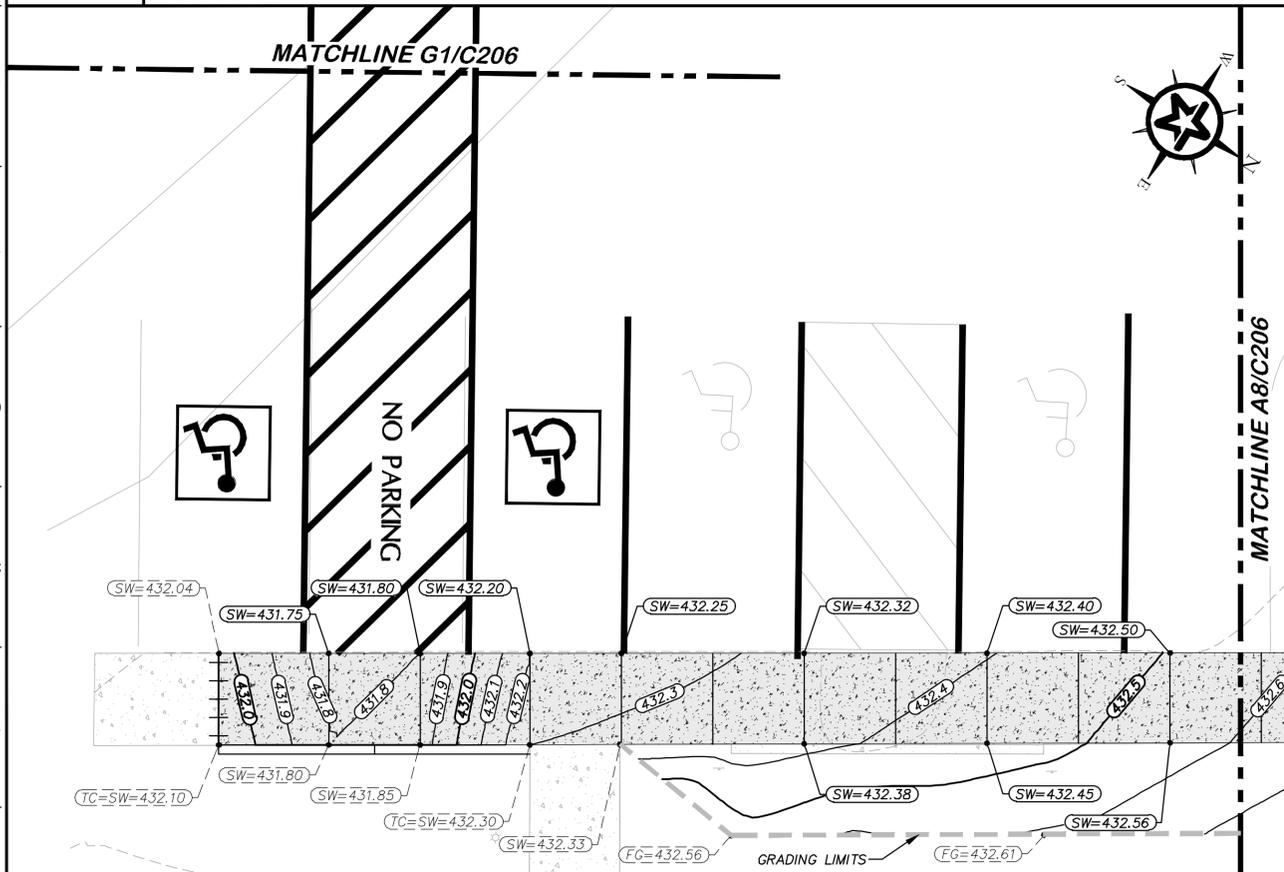
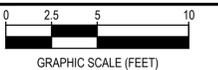
1"=5'

GRADING LEGEND

- EXISTING GRADE
- PROPOSED GRADE
- EXISTING GRADE - VERIFY
- EXISTING CONTOUR
- PROPOSED CONTOUR
- GRADE BREAK
- FLOWLINE
- TOP OF PAVEMENT
- TOP OF CURB
- SIDEWALK
- HIGH POINT
- LOW POINT

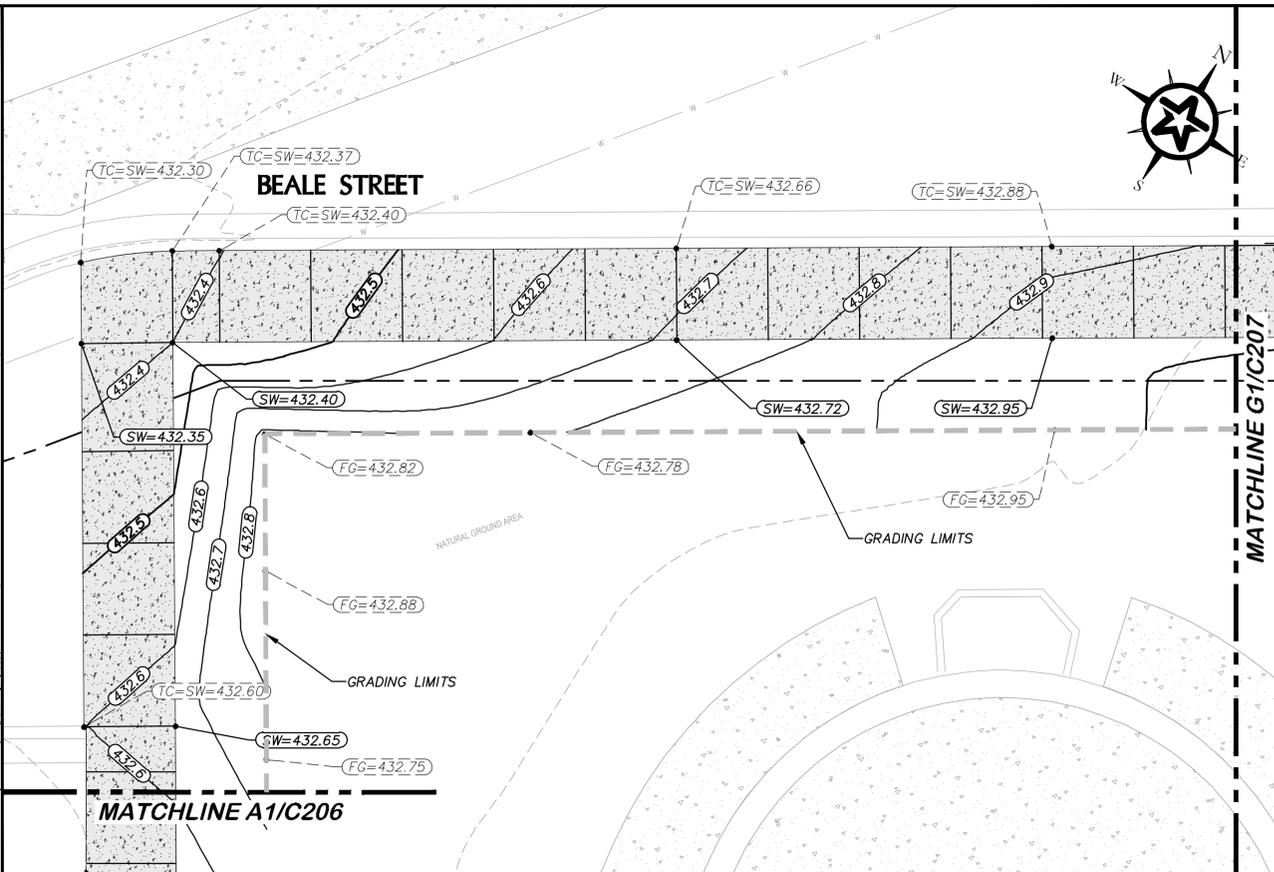
GRADING NOTES

1. ALL ACCESSIBLE ROUTES, RAMPS, CURB RAMPS, AND HANDICAP PARKING SPACES SHALL COMPLY WITH TEXAS ACCESSIBILITY STANDARDS (T.A.S.), LATEST EDITION.
2. CROSS SLOPE ON ALL ACCESSIBLE ROUTES, RAMPS, AND CURB RAMPS SHALL NOT EXCEED 2%.
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9. CONTRACTOR SHALL VERIFY FORMWORK IN FIELD TO ENSURE THAT PROPOSED GRADES COMPLY WITH T.A.S. PRIOR TO PLACING PERMANENT FEATURES. NOTIFY ENGINEER OF ANY FIELD DISCREPANCIES THAT MAY REQUIRE REVISIONS.



A1 GRADING PLAN

1"=5'



A8 GRADING PLAN

1"=5'

REV.	DESCRIPTION	DATE

Walker Partners
engineers • surveyors
T.B.P.E. Registration No. 8053

CITY OF BELLMEAD

**BELLMEAD DRIVE
STREETSCAPING
IMPROVEMENTS**

GRADING PLANS (SHEET 7 OF 8)

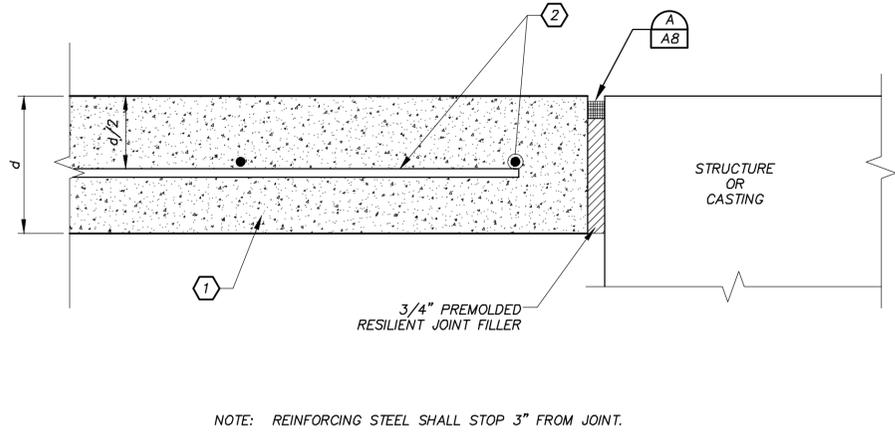
04/01/2022
DATE
E. Talmadge Hill, III
E. TALMADGE HILL, III

STATE OF TEXAS
LICENSED PROFESSIONAL ENGINEER
115730

DESIGNED	ETH, JLB
DRAFTED	ETH
CHECKED	JPB
PROJECT NO.	1-03457
DRAWING NO.	C206

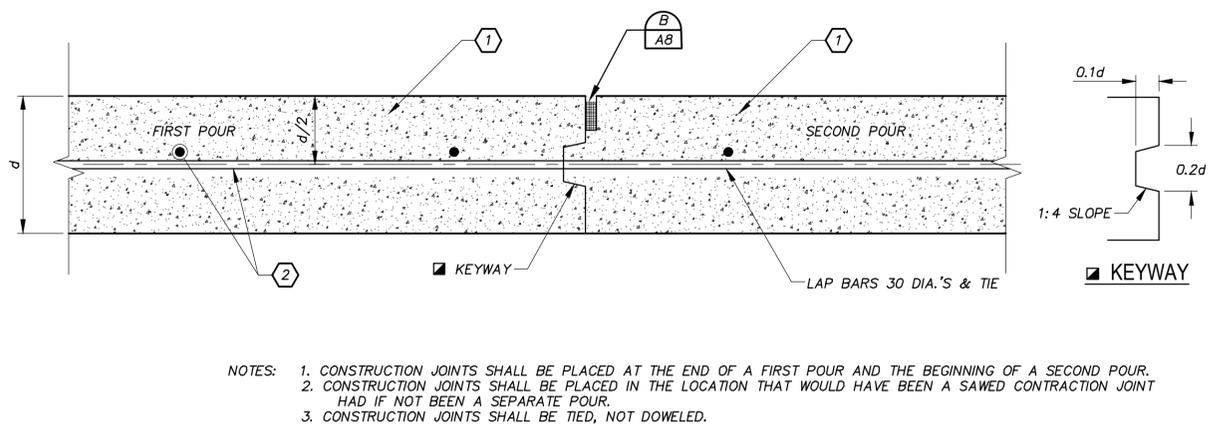
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G:\PROJECTS\1-034572 ENGINEERING\2.0 CAD\1-034572DETAILS.DWG, C300 REINFORCED CONCRETE PAVING DETAILS, 4/18/2022 7:32:00 AM, jbermann



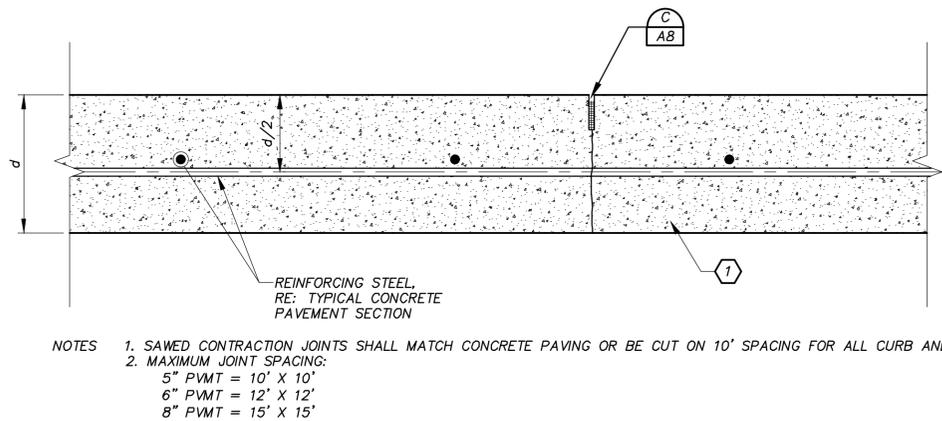
I1 ISOLATION JOINT

SCALE: N.T.S.



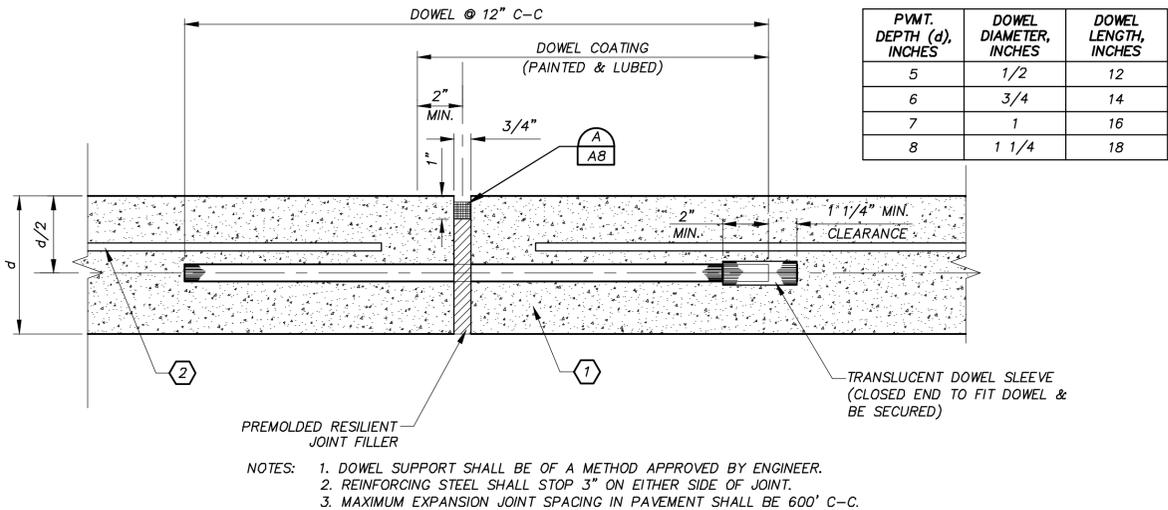
I8 CONSTRUCTION JOINT

SCALE: N.T.S.



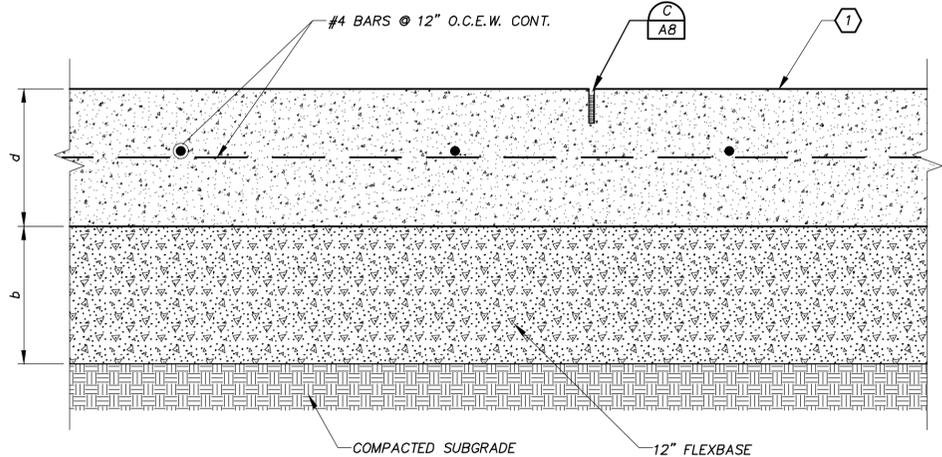
E1 SAWED CONTRACTION JOINT

SCALE: N.T.S.



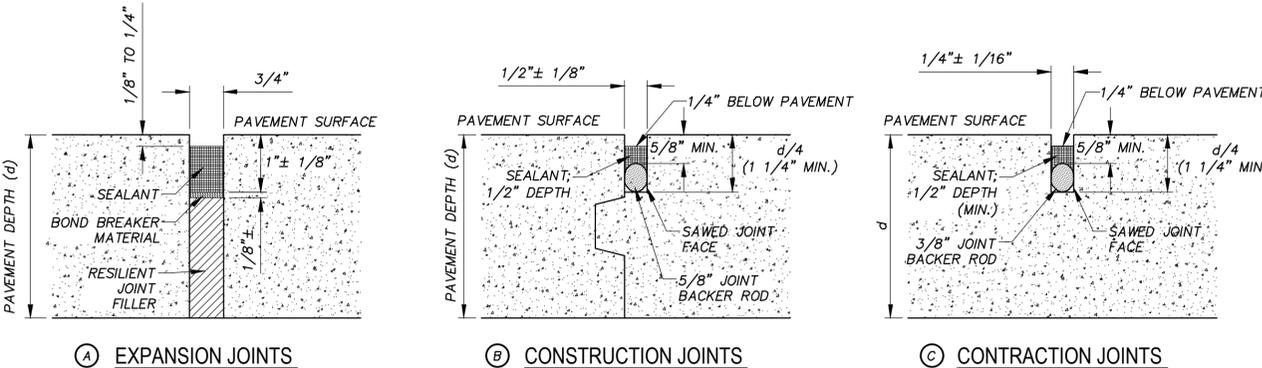
E8 EXPANSION JOINT

SCALE: N.T.S.



A1 TYPICAL P.C. CONCRETE PAVEMENT SECTION

SCALE: N.T.S.



A8 DETAILS OF JOINT SEALER IN CONCRETE PAVING

SCALE: N.T.S.

SPECIAL NOTES FOR REINFORCED CONCRETE PAVING

- 1 ALL REINFORCED CONCRETE PAVING SHALL BE IN ACCORDANCE WITH TXDOT STANDARD SPECIFICATIONS.
- 2 ALL REINFORCING STEEL SHALL BE IN ACCORDANCE WITH TXDOT STANDARD SPECIFICATIONS.

NOTES

- 1. ALL STEEL REINFORCEMENT SIZING AND SPACING SHALL BE INDICATED ON THE PAVING SHEETS & "TYPICAL SECTION."
- 2. SPACING OF ALL JOINTS AND JOINT TYPES SHALL BE IN ACCORDANCE WITH THE AMERICAN CONCRETE PAVEMENT ASSOCIATION'S GUIDELINES.

LEGEND

- SEALANT
- BOND BREAKER MATERIAL
- PREMOLDED RESILIENT JOINT FILLER
- JOINT BACKER ROD MATERIAL (CLOSED CELL RESILIENT FOAM OR SPONGE RUBBER)

REV.	DESCRIPTION	DATE

Walker Partners
engineers • surveyors
T.B.P.E. Registration No. 8053

CITY OF BELLMEAD

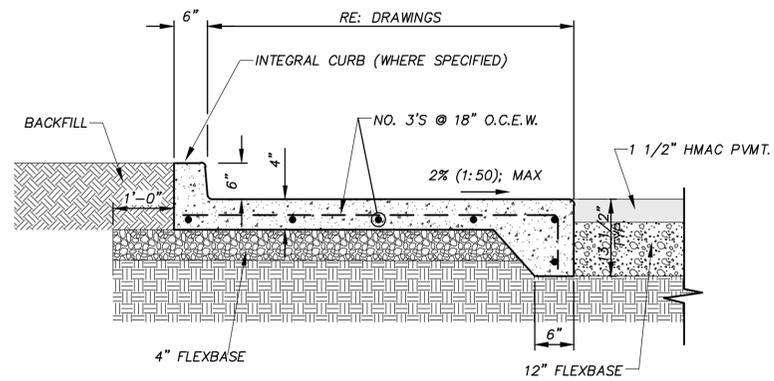
BELLMEAD DRIVE STREETSCAPING IMPROVEMENTS

REINFORCED CONCRETE PAVING DETAILS

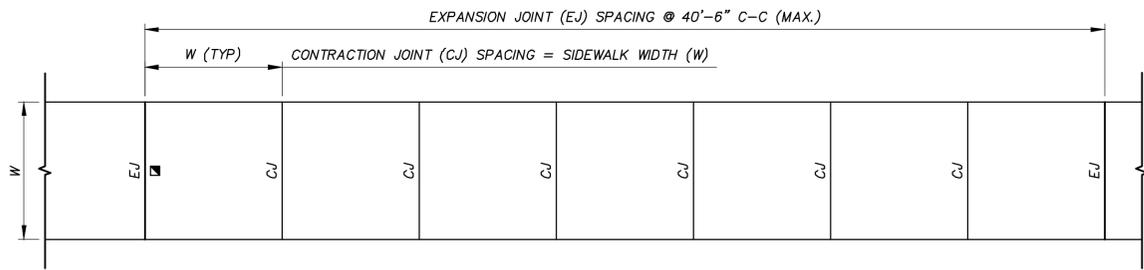
04/01/2022
DATE

E. Talmadge Hill, III
E. TALMADGE HILL, III
PROF. ENGINEER

DESIGNED	ETH, JLB
DRAFTED	ETH
CHECKED	JPB
PROJECT NO.	1-03457
DRAWING NO.	C300

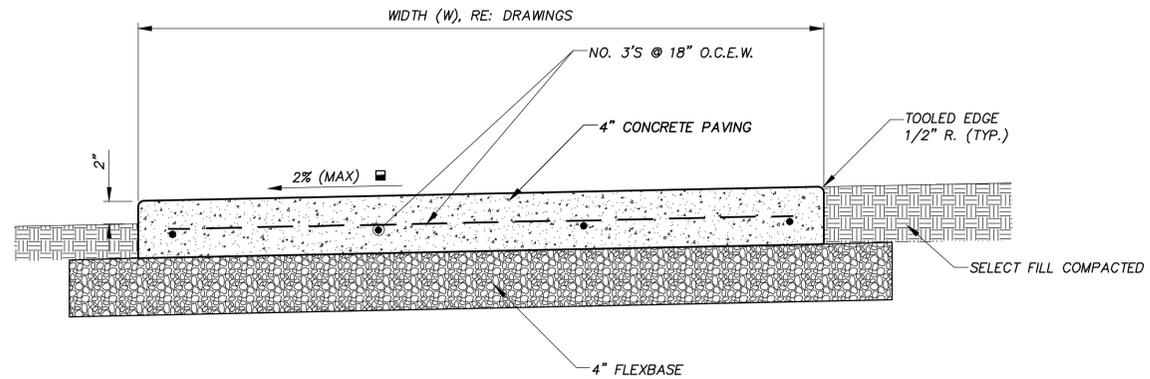


- CONTROL JOINTS @ 5' C-C.
- EXP. JOINTS @ 40' C-C.



RE: CONCRETE PAVING FOR JOINT DETAILS

PLAN



SECTION A-A

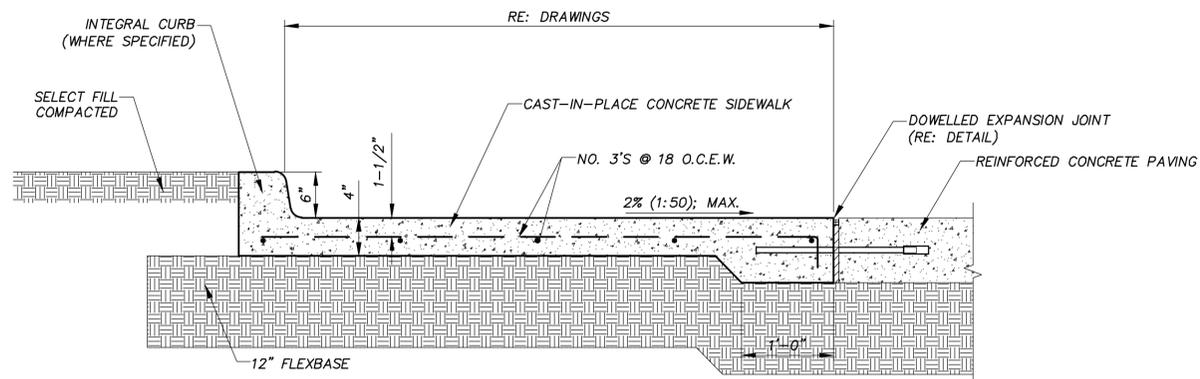
RE: DRAWINGS FOR SLOPE DIRECTION

G1 SIDEWALK (FLUSH WITH HMAC PAVEMENT)

SCALE: N.T.S.

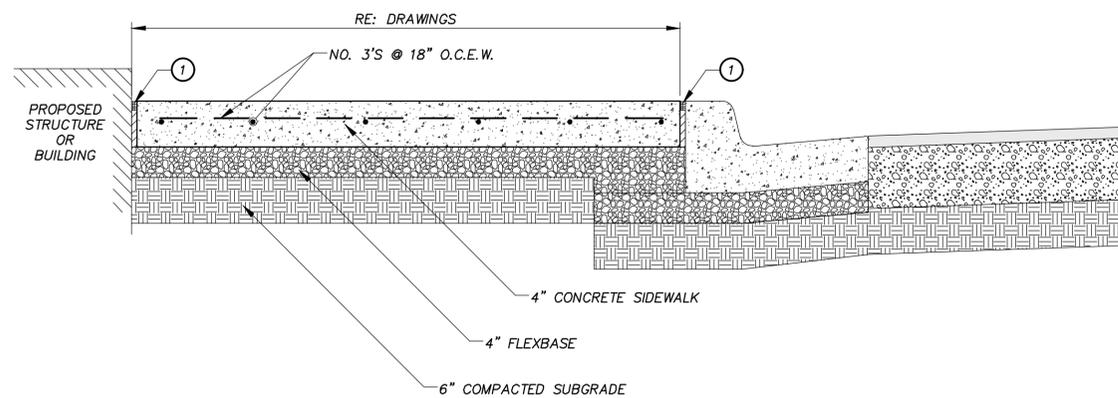
G8 SIDEWALK DETAIL

SCALE: N.T.S.



NOTES:

- CONTROL JOINTS TO MATCH JOINTS IN CONCRETE PAVING.
- EXPANSION JOINTS TO MATCH EXPANSION JOINTS IN CONCRETE PAVING.



NOTES:

- CONTRACTION JOINTS SHALL BE SPACED TO MATCH JOINTS IN CURB AND GUTTER
- EXPANSION JOINTS SHALL BE SPACED @ 40' O.C. AND SHALL MATCH EXPANSION JOINTS IN CURB AND GUTTER

A1 SIDEWALK SECTION FLUSH WITH CONCRETE PAVING

SCALE: N.T.S.

A8 SIDEWALK ADJACENT TO CURB AND GUTTER

SCALE: N.T.S.

REV.	DESCRIPTION	DATE



CITY OF BELLMEAD

**BELLMEAD DRIVE
STREETSCAPING
IMPROVEMENTS**

SIDEWALK DETAILS

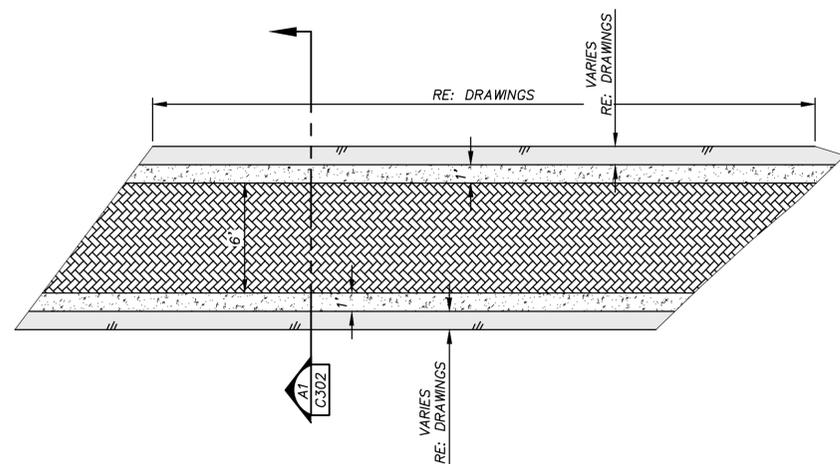
DATE: 04/01/2022
E. TALMADGE HILL, III

DESIGNED	JPB
DRAFTED	ETH, JLB
CHECKED	ETH
PROJECT NO.	1-03457

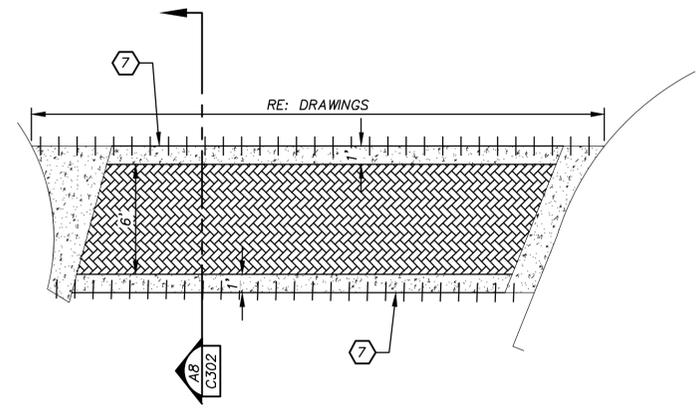


DRAWING NO.
C301

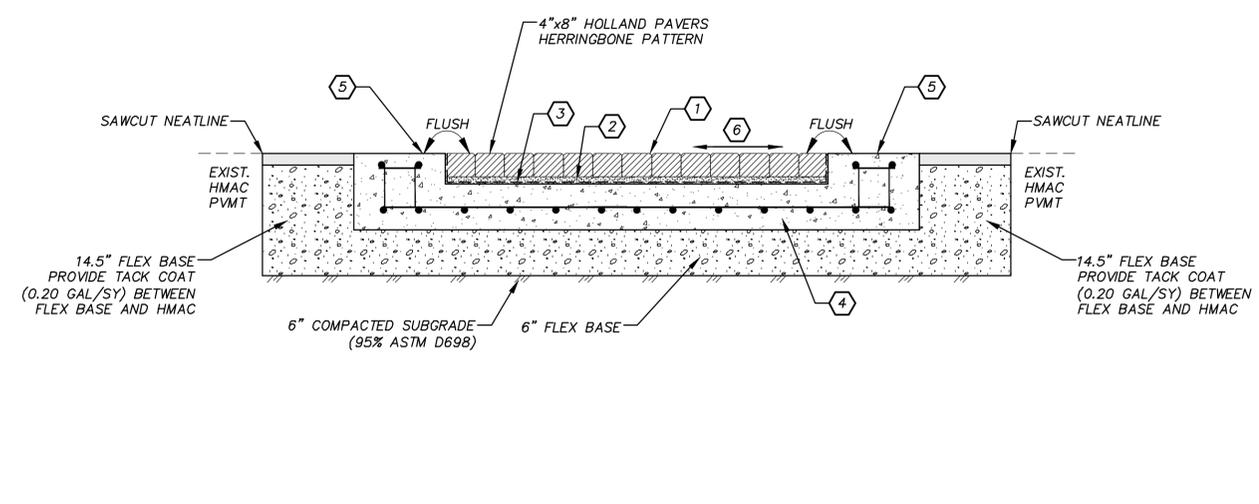
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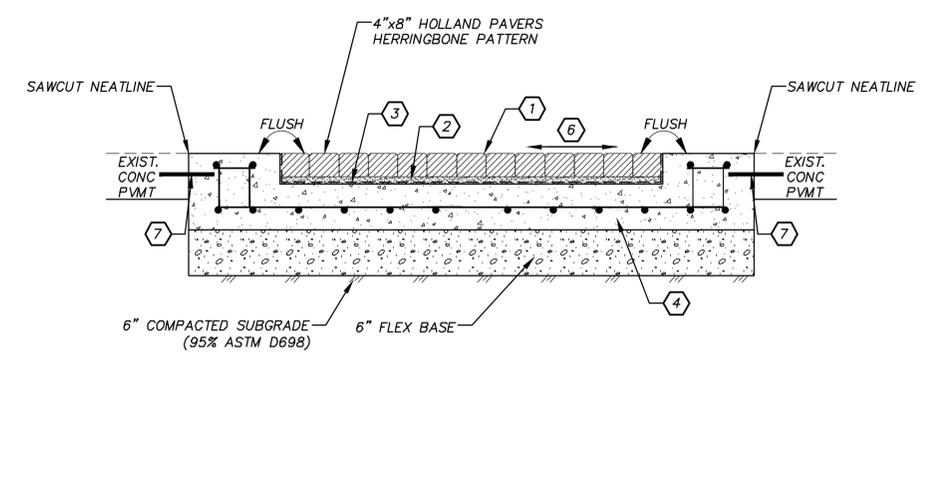
G1 STANDARD DECORATIVE PAVEMENT CROSSING W/HAMC PAVEMENT



G8 STANDARD DECORATIVE PAVEMENT CROSSING W/CONCRETE PAVEMENT



A1 STANDARD DECORATIVE PAVEMENT CROSSING W/HAMC PAVEMENT



A8 STANDARD DECORATIVE PAVEMENT CROSSING W/CONCRETE PAVEMENT

KEY NOTES

- 1 CONCRETE PAVERS WITH SAND FILLED JOINTS
- 2 1" BEDDING SAND (WITH 10% CEMENT BY DRY UNIT WEIGHT)
- 3 GEOTEXTILE FABRIC
- 4 6" REINFORCED CONCRETE PAVEMENT (4000 PSI) W/NO. 4 BARS @ 12" O.C.E.W.
- 5 12" WIDE - 10" REINFORCED PLAIN GRAY CONCRETE W/TOOLED CONTRACTION JOINTS @ 4' SPACING
- 6 SLOPE PER PLANS
- 7 DOWELED EXPANSION JOINT (RE:E8/C300)

REV.	DESCRIPTION	DATE

Walker Partners
engineers ★ surveyors
T.B.P.E. Registration No. 8053

CITY OF BELLMEAD

**BELLMEAD DRIVE
STREETSCAPING
IMPROVEMENTS**

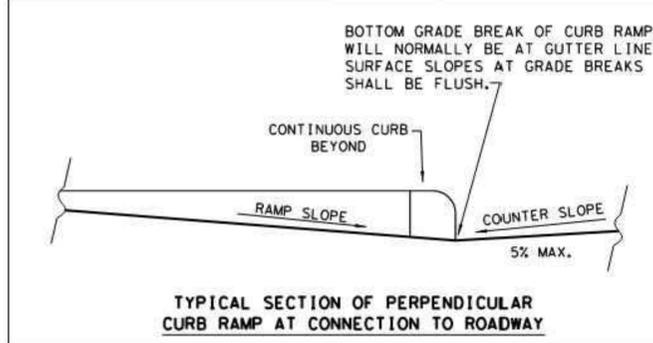
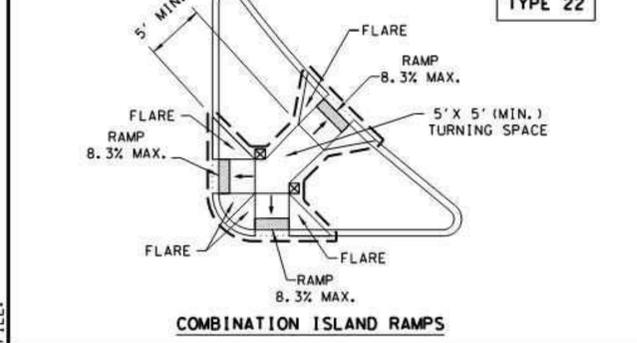
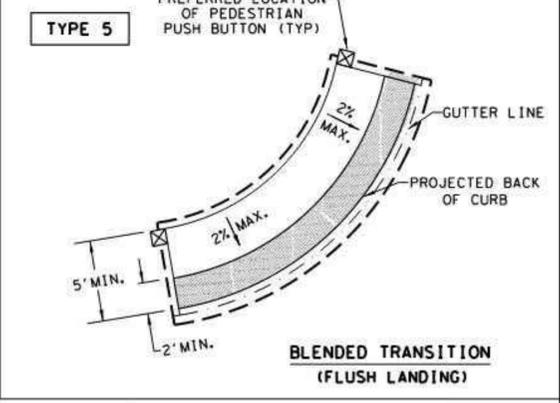
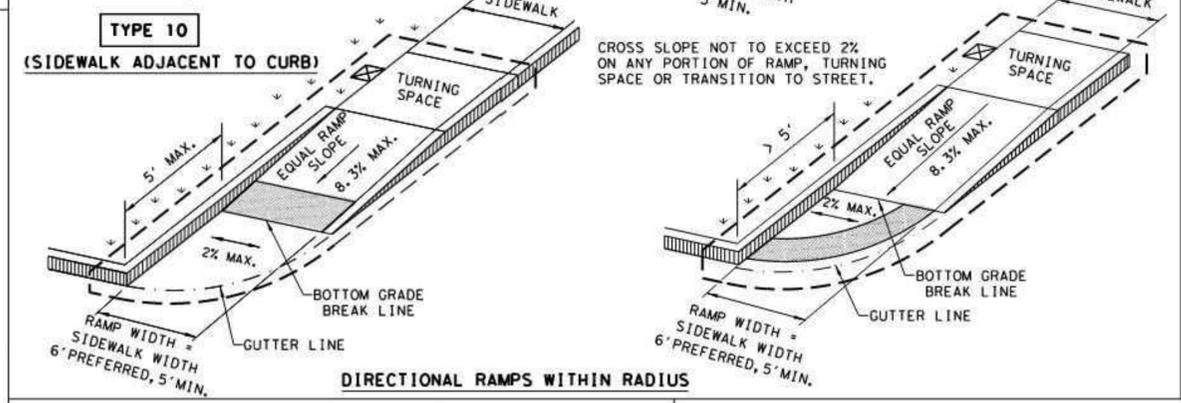
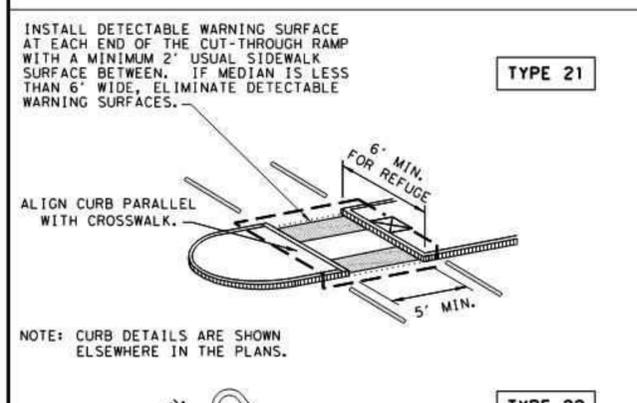
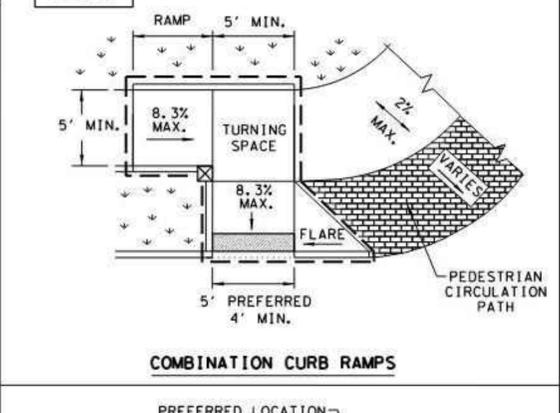
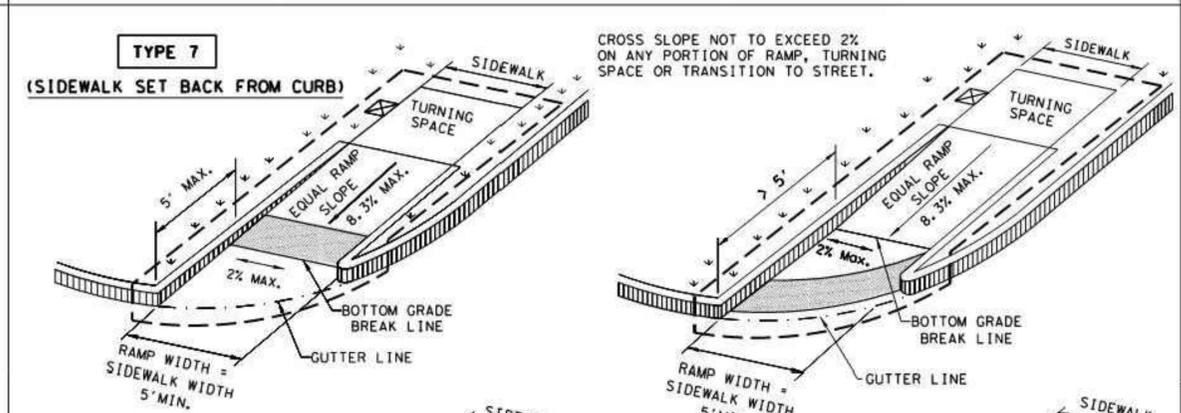
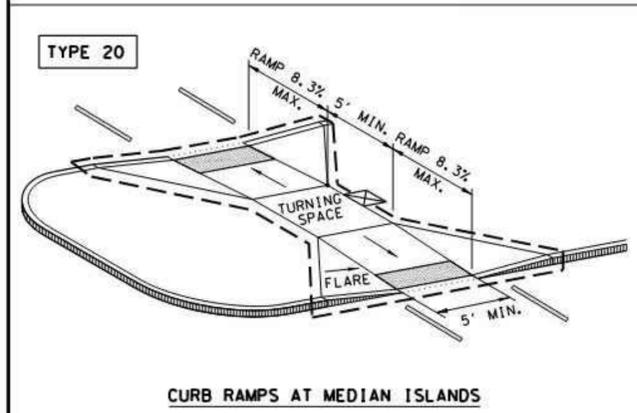
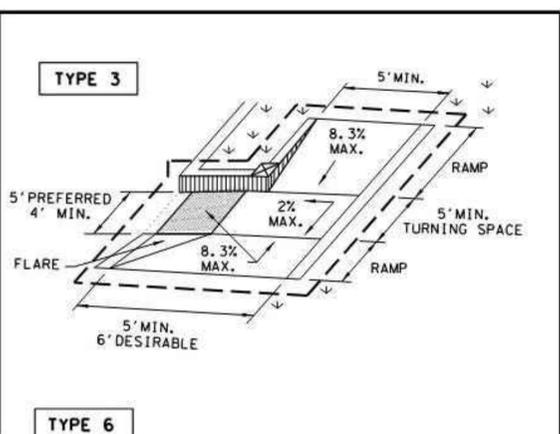
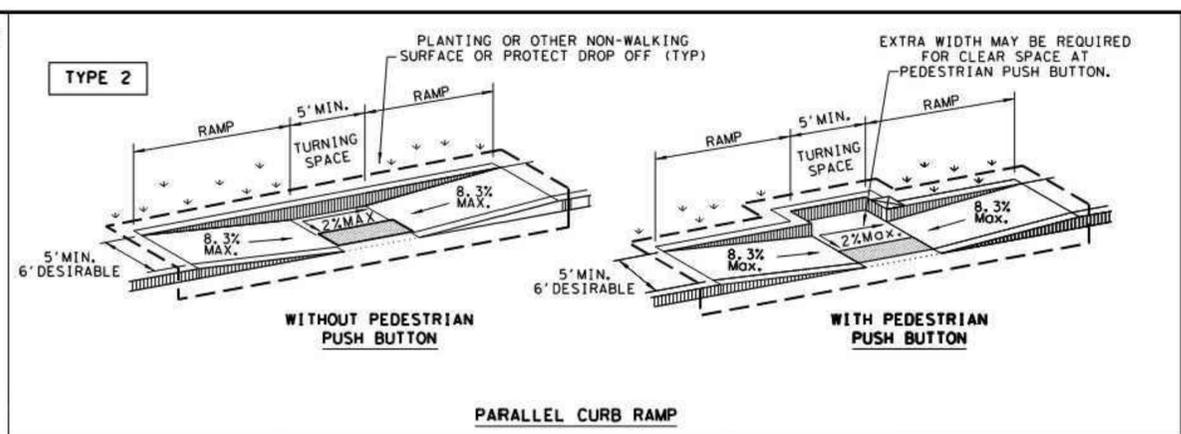
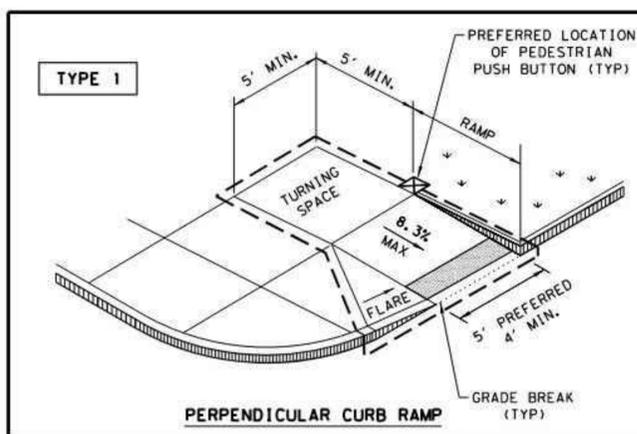
CROSSWALK DETAILS

DATE: 04/01/2022
E. Talmadge Hill, III
E. TALMADGE HILL, III

DESIGNED	JPB
DRAFTED	ETH, JLB
CHECKED	ETH
PROJECT NO.	1-03457

DRAWING NO. **C302**

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NOTES / LEGEND:
SEE GENERAL NOTES ON SHEET 2 OF 4 FOR MORE INFORMATION.

DENOTES PLANTING OR NON-WALKING SURFACE NOT PART OF PEDESTRIAN CIRCULATION PATH. GUTTER LINE
 DETECTABLE WARNING SURFACE GRADE BREAK
 DENOTES PREFERRED LOCATION OF PEDESTRIAN PUSH BUTTON IF APPLICABLE. RAMP LIMITS OF PAYMENT

SHEET 1 OF 4

PEDESTRIAN FACILITIES CURB RAMPS PED-18

FILE: ped18	DM: TxDOT	DM: VFP	CK: KM	CK: PK & JG
© TxDOT: MARCH, 2002	CONT	SECT	JOB	HIGHWAY
REVISED 08, 2005	DIST	COUNTY	SHEET NO.	

REV.	DESCRIPTION	DATE



CITY OF BELLMEAD

BELLMEAD DRIVE
STREETSCAPING
IMPROVEMENTS
TXDOT PED-18
(SHEET 1 OF 4)

DATE: 04/01/2022
E. Talmadge Hill, III
E. TALMADGE HILL, III

DESIGNED	ETH, JLB
DRAFTED	ETH
CHECKED	JPB
PROJECT NO.	1-03457
DRAWING NO.	C303

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DATE: FILE:

GENERAL NOTES

CURB RAMPS

1. Install a curb ramp or blended transition at each pedestrian street crossing.
2. All slopes shown are maximum allowable. Cross slopes of 1.5% and lesser running should be used. Adjust curb ramp length or grade of approach sidewalks as directed.
3. Maximum allowable cross slope on sidewalk and curb ramp surfaces is 2%.
4. The minimum sidewalk width is 5'. Where the sidewalk is adjacent to the back of curb, a 6' sidewalk width is desirable. Where a 5' sidewalk cannot be provided due to site constraints, sidewalk width may be reduced to 4' for short distances. 5' x 5' passing areas at intervals not to exceed 200' are required.
5. Turning Spaces shall be 5' x 5' minimum. Cross slope shall be maximum 2%.
6. Clear space at the bottom of curb ramps shall be a minimum of 4' x 4' wholly contained within the crosswalk and wholly outside the parallel vehicular travel path.
7. Provide flared sides where the pedestrian circulation path crosses the curb ramp. Flared sides shall be sloped at 10% maximum, measured parallel to the curb. Returned curbs may be used only where pedestrians would not normally walk across the ramp, either because the adjacent surface is planted, substantially obstructed, or otherwise protected.
8. Additional information on curb ramp location, design, light reflective value and texture may be found in the latest draft of the Proposed Guidelines for Pedestrian Facilities in the Public Right of Way (PROWAG) as published by the U.S. Architectural and Transportation Barriers Compliance Board (Access Board).
9. To serve as a pedestrian refuge area, the median should be a minimum of 6' wide, measured from back of curbs. Medians should be designed to provide accessible passage over or through them.
10. Small channelization islands, which do not provide a minimum 5' x 5' landing at the top of curb ramps, shall be cut through level with the surface of the street.
11. Crosswalk dimensions, crosswalk markings and stop bar locations shall be as shown elsewhere in the plans. At intersections where crosswalk markings are not required, curb ramps shall align with theoretical crosswalks unless otherwise directed.
12. Provide curb ramps to connect the pedestrian access route at each pedestrian street crossing. Handrails are not required on curb ramps.
13. Curb ramps and landings shall be constructed and paid for in accordance with Item 531 "Sidewalks".
14. Place concrete at a minimum depth of 5" for ramps, flares and landings, unless otherwise directed.
15. Furnish and install No. 3 reinforcing steel bars at 18" o.c. both ways, unless otherwise directed.
16. Provide a smooth transition where the curb ramps connect to the street.
17. Curbs shown on sheet 1 within the limits of payment are considered part of the curb ramp for payment, whether it is concrete curb, gutter, or combined curb and gutter.
18. Existing features that comply with applicable standards may remain in place unless otherwise shown on the plans.

DETECTABLE WARNING MATERIAL

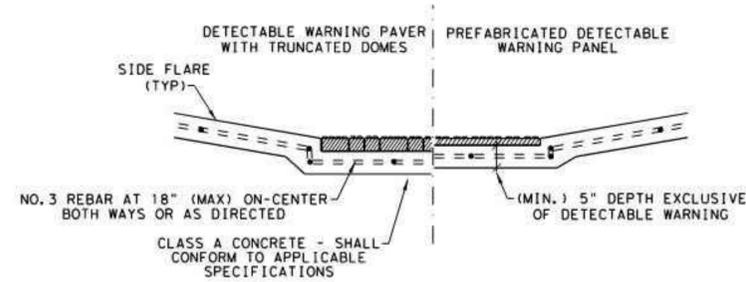
19. Curb ramps must contain a detectable warning surface that consists of raised truncated domes complying with PROWAG. The surface must contrast visually with adjoining surfaces, including side flares. Furnish and install an approved cast-in-place dark brown or dark red detectable warning surface material adjacent to uncolored concrete, unless specified elsewhere in the plans.
20. Detectable Warning Materials must meet TxDOT Departmental Materials Specification DMS 4350 and be listed on the Material Producer List. Install products in accordance with manufacturer's specifications.
21. Detectable warning surfaces must be firm, stable and slip resistant.
22. Detectable warning surfaces shall be a minimum of 24 inches in depth in the direction of pedestrian travel, and extend the full width of the curb ramp or landing where the pedestrian access route enters the street.
23. Detectable warning surfaces shall be located so that the edge nearest the curb line is at the back of curb and neither end of that edge is greater than 5 feet from the back of curb. Detectable warning surfaces may be curved along the corner radius.
24. Shaded areas on Sheet 1 of 4 indicate the approximate location for the detectable warning surface for each curb ramp type.

DETECTABLE WARNING PAVERS (IF USED)

25. Furnish detectable warning paver units meeting all requirements of ASTM C-936, C-33. Lay in a two by two unit basket weave pattern or as directed.
26. Lay full-size units first followed by closure units consisting of at least 25 percent (25%) of a full unit. Cut detectable warning paver units using a power saw.

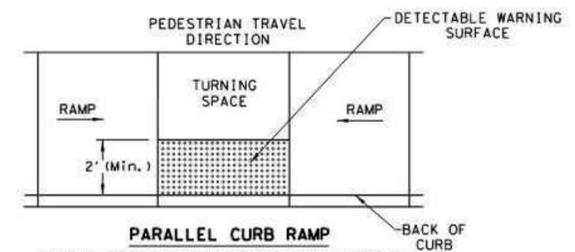
SIDEWALKS

27. Provide clear ground space at operable parts, including pedestrian push buttons. Operable parts shall be placed within unobstructed reach range specified in PROWAG section R406.
28. Place traffic signal or illumination poles, ground boxes, controller boxes, signs, drainage facilities and other items so as not to obstruct the pedestrian access route or clear ground space.
29. Street grades and cross slopes shall be as shown elsewhere in the plans.
30. Changes in level greater than 1/4 inch are not permitted.
31. The least possible grade should be used to maximize accessibility. The running slope of sidewalks and crosswalks within the public right of way may follow the grade of the parallel roadway. Where a continuous grade greater than five percent (5%) must be provided, handrails may be desirable to improve accessibility. Handrails may also be needed to protect pedestrians from potentially hazardous conditions. If provided, handrails shall comply with PROWAG R409.
32. Handrail extensions shall not protrude into the usable landing area or into intersecting pedestrian routes.
33. Driveways and turnouts shall be constructed and paid for in accordance with Item "Intersections, Driveways and Turnouts". Sidewalks shall be constructed and paid for in accordance with Item, "Sidewalks".
34. Sidewalk details are shown elsewhere in the plans.

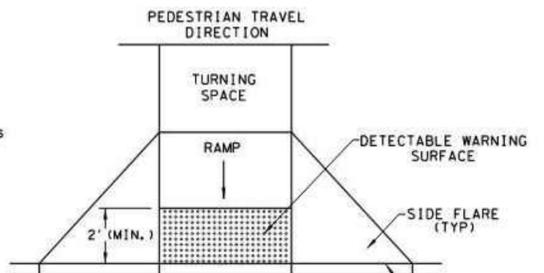


**SECTION VIEW DETAIL
CURB RAMP AT DETECTIBLE WARNINGS**

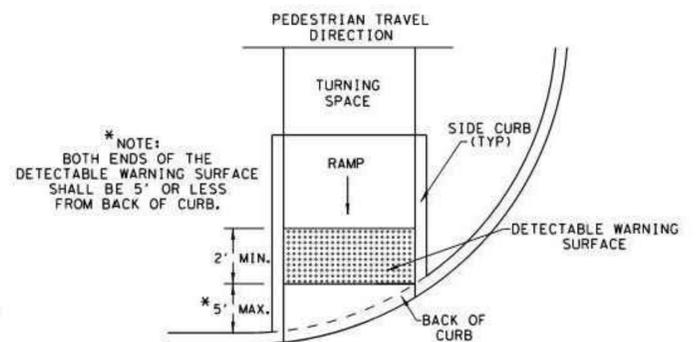
DETECTABLE WARNING SURFACE DETAILS



**PARALLEL CURB RAMP
TYPICAL PLACEMENT OF DETECTABLE WARNING SURFACE ON LANDING AT STREET EDGE.**



**PERPENDICULAR CURB RAMP
TYPICAL PLACEMENT OF DETECTABLE WARNING SURFACE ON SLOPING RAMP RUN.**



**DIRECTIONAL CURB RAMP
TYPICAL PLACEMENT OF DETECTABLE WARNING SURFACE ON SLOPING RAMP RUN.**

SHEET 2 OF 4

		Design Division Standard	
PEDESTRIAN FACILITIES CURB RAMPS PED-18			
FILE: ped18	DRN: TxDOT	DRN: VFP	CHK: RM
© TxDOT: MARCH, 2002	CONT: SECT	JOB:	HIGHWAY
REVISIONS:	DIST:	COUNTY:	SHEET NO.:
REVISED 08, 2005			
REVISED 06, 2012			
REVISED 01, 2018			

REV.	DESCRIPTION	DATE



CITY OF BELLMEAD

BELLMEAD DRIVE
 STREETSCAPING
 IMPROVEMENTS
 TxDOT PED-18
 (SHEET 2 OF 4)

04/01/2022
 DATE: *E. Talmadge Hill, III*
 E. TALMADGE HILL, III
 T.B.P.E. Registration No. 8053

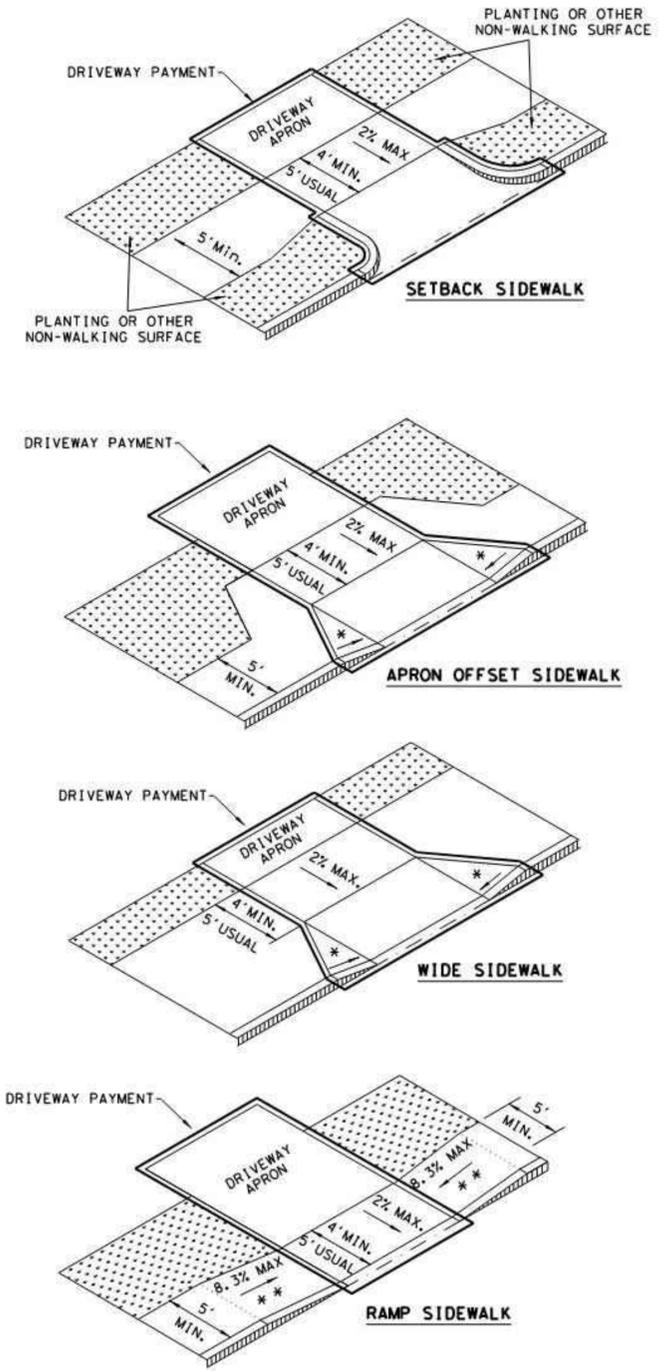
	DESIGNED	JPB
	DRAFTED	ETH, JLB
	CHECKED	ETH
	PROJECT NO.	1-03457
	DRAWING NO.	C304

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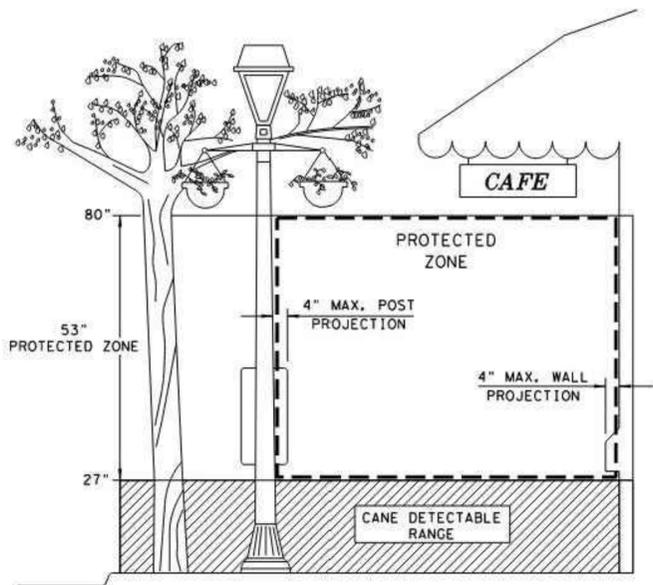
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SIDEWALK TREATMENT AT DRIVEWAYS

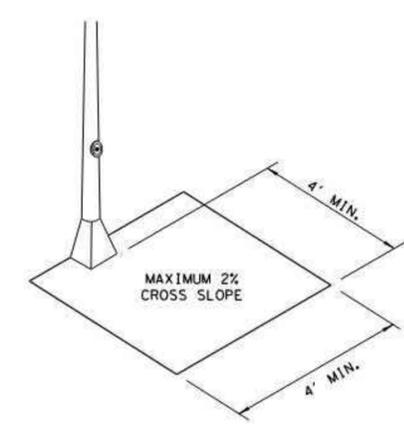


NOTES:
 * WHERE DRIVEWAYS CROSS THE PEDESTRIAN ROUTE, SIDES SHALL BE FLARED AT 10% MAX SLOPE.
 * * IF CURB HEIGHT IS GREATER THAN 6 INCHES, USE GRADE LESS THAN OR EQUAL TO 5%. HANDRAIL AND DETECTABLE WARNING ARE NOT REQUIRED.

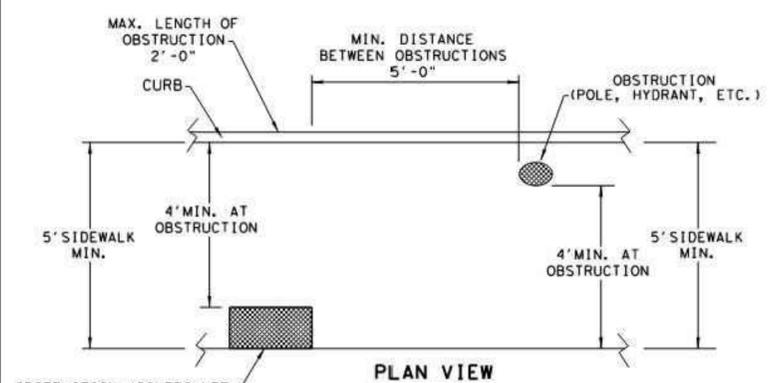


PROTECTED ZONE

NOTE: IN PEDESTRIAN CIRCULATION AREA, MAXIMUM 4" PROJECTION FOR POST OR WALL MOUNTED OBJECTS BETWEEN 27" AND 80" ABOVE THE SURFACE.



CLEAR SPACE ADJACENT TO PEDESTRIAN PUSH BUTTON



**PLAN VIEW
PLACEMENT OF STREET FIXTURES**

NOTE: ITEMS NOT INTENDED FOR PUBLIC USE. MINIMUM 4' X 4' CLEAR GROUND SPACE REQUIRED AT PUBLIC USE FIXTURES.



DETECTION BARRIER FOR VERTICAL CLEARANCE < 80"

WHEN AN OBSTRUCTION OF A HEIGHT GREATER THAN 27" FROM THE SURFACE WOULD CREATE A PROTRUSION OF MORE THAN 4" INTO THE PEDESTRIAN CIRCULATION AREA, CONSTRUCT ADDITIONAL CURB OR FOUNDATION AT THE BOTTOM TO PROVIDE A MAXIMUM 4" OVERHANG.

PROTRUDING OBJECTS OF A HEIGHT ≤ 27" ARE DETECTABLE BY CANE AND DO NOT REQUIRE ADDITIONAL TREATMENT.

SHEET 3 OF 4

PEDESTRIAN FACILITIES CURB RAMPS PED-18			
FILE: ped18	DM: TxDOT	DM: VFP	CK: KM
© TxDOT: MARCH, 2002	CONT	SECT	JOB
REVISIONS:	DIST	COUNTY	SHEET NO.
REVISED 08, 2005			
REVISED 06, 2012			
REVISED 01, 2018			

REV.	DESCRIPTION	DATE

Walker Partners
engineers * surveyors
T.B.P.E. Registration No. 8053

CITY OF BELLMEAD

BELLMEAD DRIVE
STREETSCAPING
IMPROVEMENTS
TXDOT PED-18
(SHEET 3 OF 4)

04/01/2022
 DATE: *E. Talmadge Hill, III*
 E. TALMADGE HILL, III

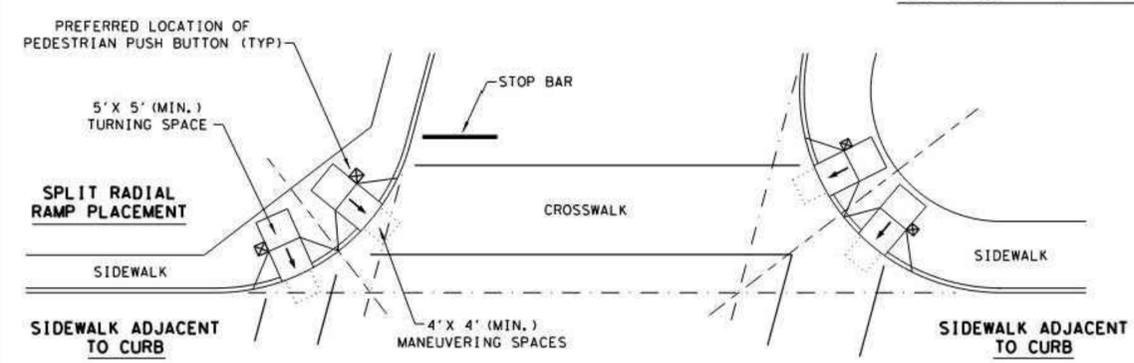
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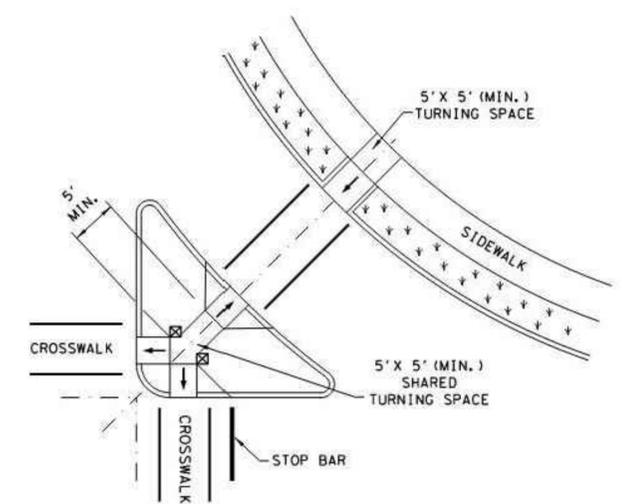
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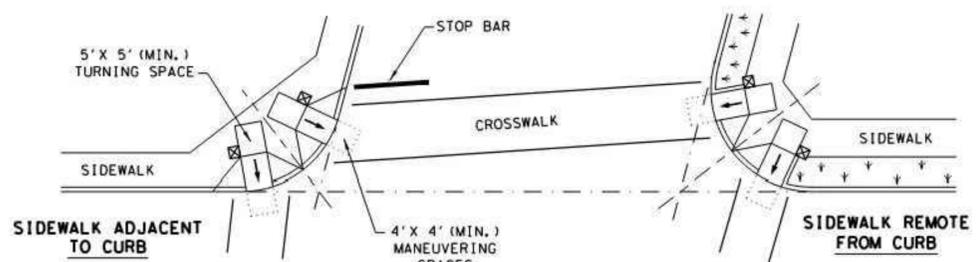
TYPICAL CROSSING LAYOUTS
SEE SHEET 1 OF 4 FOR DETAILS AND DIMENSIONS



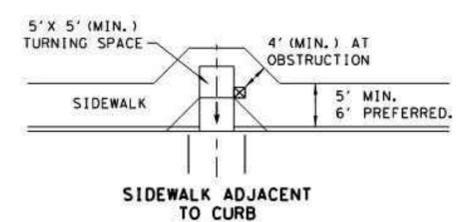
SKewed INTERSECTION WITH "LARGE" RADIUS



AT INTERSECTION
W/FREE RIGHT TURN & ISLAND



SKewed INTERSECTION WITH "SMALL" RADIUS

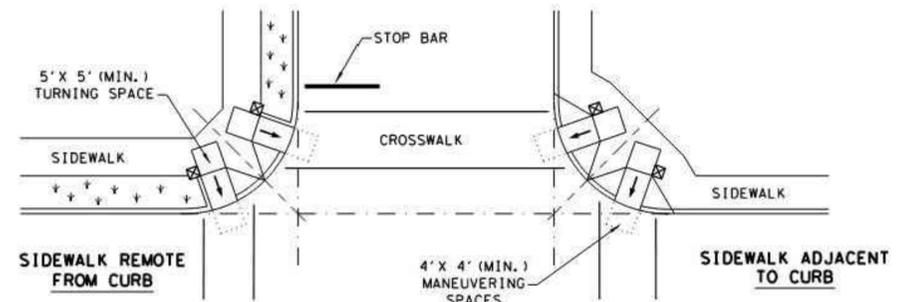


SIDEWALK ADJACENT TO CURB



SIDEWALK REMOTE FROM CURB

MID-BLOCK PLACEMENT
PERPENDICULAR RAMPs



NORMAL INTERSECTION WITH "SMALL" RADIUS

LEGEND:

- SHOWS DOWNWARD SLOPE. →
- DENOTES PREFERRED LOCATION OF PEDESTRIAN PUSH BUTTON (IF APPLICABLE). ☒
- DENOTES PLANTING OR NON-WALKING SURFACE NOT PART OF PEDESTRIAN CIRCULATION PATH. ██████████

SHEET 4 OF 4

		Design Division Standard	
PEDESTRIAN FACILITIES CURB RAMPS			
PED-18			
FILE: ped18	DR: TxDOT	DR: VFP	CHK: KM
© TxDOT: MARCH, 2002	CONT	SECT	JOB
REVISIONS:	DIST	COUNTY	SHEET NO.
REVISED 08, 2005			
REVISED 06, 2012			
REVISED 01, 2018			

REV.	DESCRIPTION	DATE



CITY OF BELLMEAD

BELLMEAD DRIVE
STREETSCAPING
IMPROVEMENTS
TXDOT PED-18
(SHEET 4 OF 4)

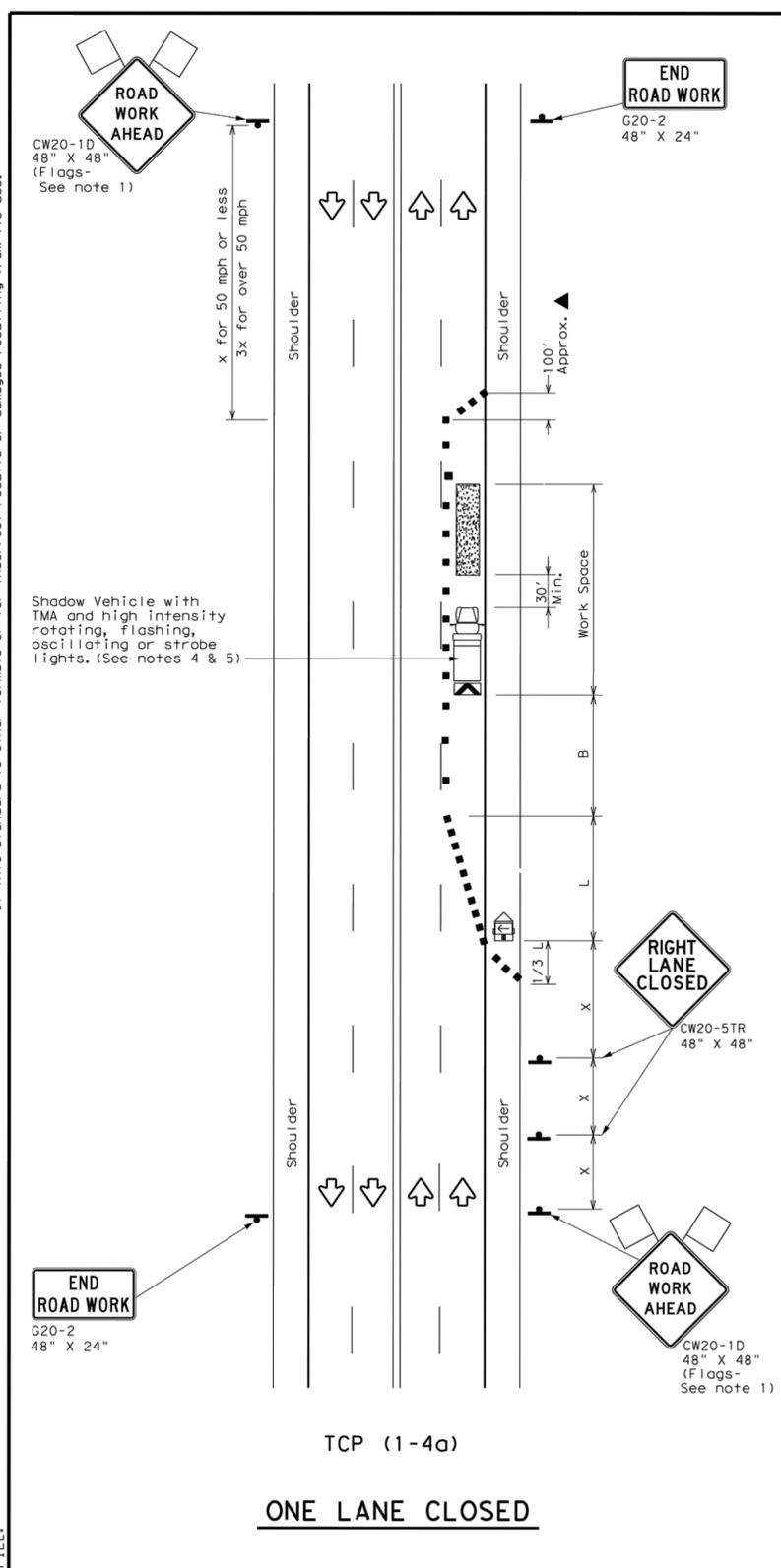
04/01/2022
DATE: *E. Talmadge Hill, III*
E. TALMADGE HILL, III

DESIGNED	ETH, JLB
DRAFTED	ETH
CHECKED	JPB
PROJECT NO.	1-03457
DRAWING NO.	C306

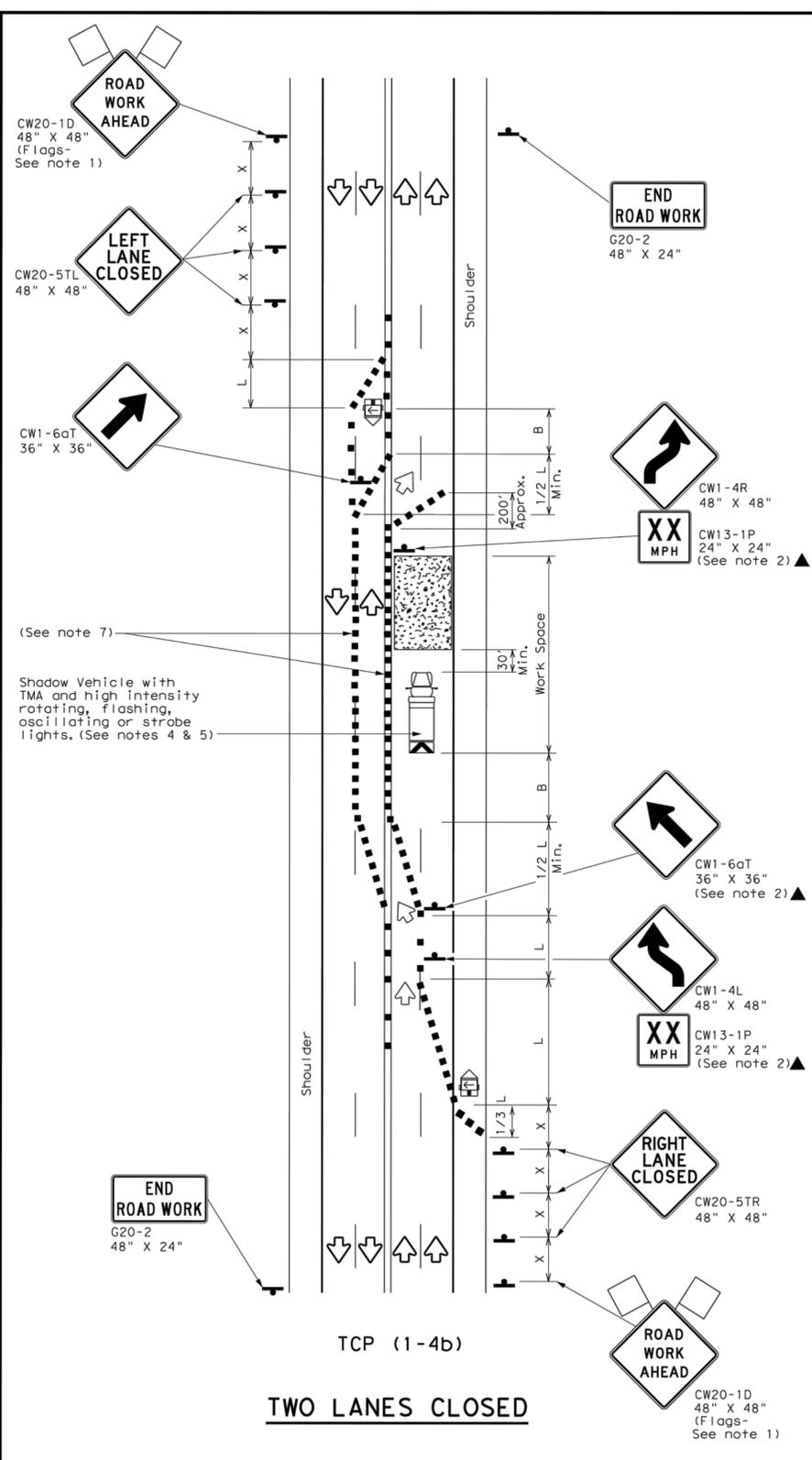


G:\PROJECTS\1-03457\ENGINEERING\2.0 CAD\1-03457\DETAILS.DWG, C306 TXDOT PED-18 (SHEET 4 OF 4), 4/18/2022 7:34:19 AM, jbermann

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ONE LANE CLOSED



TWO LANES CLOSED

LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board		Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths **			Suggested Maximum Spacing of Channelizing Devices		Minimum Sign Spacing "x" Distance	Suggested Longitudinal Buffer Space "B"
		10' Offset	11' Offset	12' Offset	On a Taper	On a Tangent		
30	L = WS ² / 60	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40	L = WS	265'	295'	320'	40'	80'	240'	155'
45		450'	495'	540'	45'	90'	320'	195'
50	L = WS	500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60	L = WS	600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70	L = WS	700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only
 ** Taper lengths have been rounded off.
 L=Length of Taper (FT) W=Width of Offset (FT) S=Posted Speed (MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

- GENERAL NOTES**
- Flags attached to signs where shown are REQUIRED.
 - All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
 - The CW20-1D "ROAD WORK AHEAD" sign may be repeated if the visibility of the work zone is less than 1500 feet.
 - A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
 - Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
- TCP (1-4a)**
- If this TCP is used for a left lane closure, CW20-5TL "LEFT LANE CLOSED" signs shall be used and channelizing devices shall be placed on the centerline where needed to protect the work space from opposing traffic with the arrow panel placed in the closed lane near the end of the merging taper.
- TCP (1-4b)**
- Where traffic is directed over a yellow centerline, channelizing devices which separate two-way traffic should be spaced on tapers at 20' or 15' if posted speeds are 35 mph or slower, and for tangent sections, at 1/2S where S is the speed in mph. This tighter device spacing is intended for the areas of conflicting markings, not the entire work zone.

Traffic Operations Division Standard

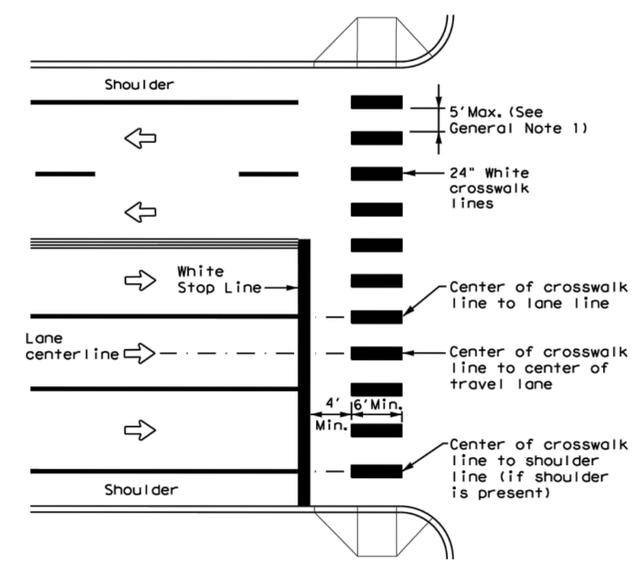
**TRAFFIC CONTROL PLAN
LANE CLOSURES ON MULTILANE
CONVENTIONAL ROADS**

TCP (1-4) - 18

FILE: tcp1-4-18.dgn	DW:	CS:	DW:	CS:
© TxDOT December 1985	CONT	SECT	JOB	HIGHWAY
2-94 4-98	DIST		COUNTY	SHEET NO.
8-95 2-12	154			
1-97 2-18				

REV.	DESCRIPTION	DATE												
<p>Walker Partners engineers • surveyors</p> <p style="font-size: 0.6em;">T.B.P.E. Registration No. 8053</p>														
CITY OF BELLMEAD														
BELLMEAD DRIVE STREETSCAPING IMPROVEMENTS														
TXDOT TCP (1-4)-18														
<p>04/01/2022 DATE</p>														
	<table border="1" style="width: 100%; border-collapse: collapse; font-size: 0.7em;"> <tr> <td>PM</td> <td>JPB</td> </tr> <tr> <td>DESIGNED</td> <td>ETH, JLB</td> </tr> <tr> <td>DRAFTED</td> <td>ETH</td> </tr> <tr> <td>CHECKED</td> <td>JPB</td> </tr> <tr> <td>PROJECT NO.</td> <td>1-03457</td> </tr> <tr> <td>DRAWING NO.</td> <td>C307</td> </tr> </table>	PM	JPB	DESIGNED	ETH, JLB	DRAFTED	ETH	CHECKED	JPB	PROJECT NO.	1-03457	DRAWING NO.	C307	
PM	JPB													
DESIGNED	ETH, JLB													
DRAFTED	ETH													
CHECKED	JPB													
PROJECT NO.	1-03457													
DRAWING NO.	C307													

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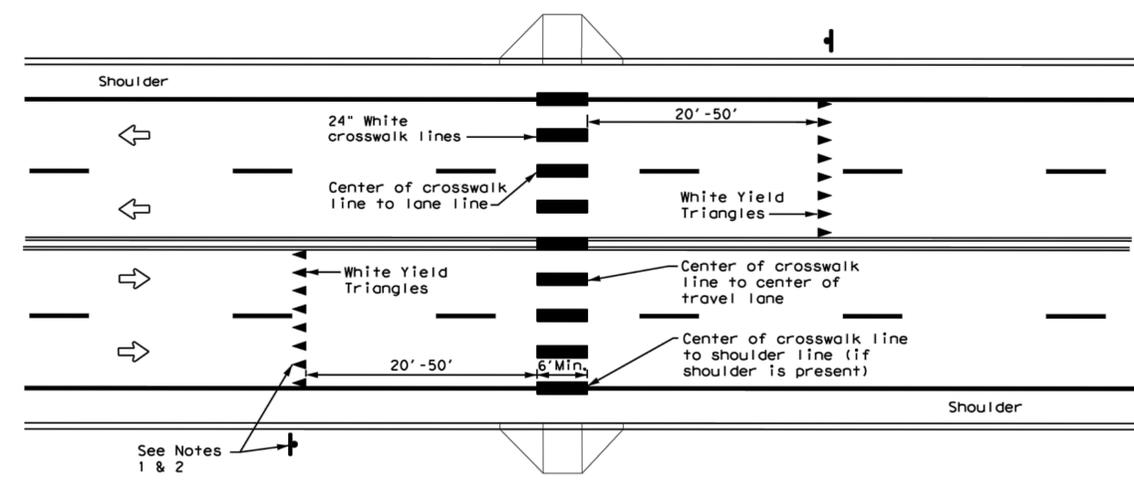
HIGH-VISIBILITY LONGITUDINAL CROSSWALK AT CONTROLLED APPROACH

GENERAL NOTES

1. Longitudinal crosswalk lines should not be placed in the wheel path of vehicles. Center the crosswalk lines on travel lanes, lane lines, and shoulder lines (if present).
2. A minimum 6" clear distance shall be provided to the curb face. If the last crosswalk line falls into this distance it must be omitted.
3. For divided roadways, adjustments in spacing of the crosswalk lines should be made in the median so that the crosswalk lines are maintained in their proper location across the travel portion of the roadway.
4. At skewed crosswalks, the crosswalk lines are to remain parallel to the lane lines.
5. Each crosswalk shall be a minimum of 6' wide.
6. The High-Visibility Longitudinal Crosswalk is the preferred crosswalk pattern on State Highways. Other crosswalk patterns as shown in the "Texas Manual on Uniform Traffic Control Devices" may be used. All crosswalk designs and dimension shall comply with the "Texas Manual on Uniform Traffic Control Devices."
7. Final placement of Stop Bar/Yield Triangles and Crosswalk shall be approved by the Engineer in the field.

MATERIAL SPECIFICATIONS	
PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
TRAFFIC PAINT	DMS-8200
HOT APPLIED THERMOPLASTIC	DMS-8220
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240

All pavement marking materials shall meet the required Departmental Material Specifications as specified by the plans.



UNSIGNALIZED MID BLOCK HIGH-VISIBILITY LONGITUDINAL CROSSWALK

NOTES

1. Use yield triangles with "Yield Here to Pedestrians" signs at unsignalized mid block crosswalks.
2. Use stop bars with "Stop Here on Red" signs at mid block crosswalks controlled by traffic signals or pedestrian hybrid beacons.

Traffic Safety Division Standard

CROSSWALK PAVEMENT MARKINGS

PM(4) - 20

FILE: pm4-20.dgn	DW:	CK:	DW:	CK:
© TxDOT June 2020	CONT	SECT	JOB	HIGHWAY
REVISIONS	DIST	COUNTY	SHEET NO.	

REV.	DESCRIPTION	DATE



CITY OF BELLMEAD

BELLMEAD DRIVE
STREETSCAPING
IMPROVEMENTS

TXDOT PM(4)-20

04/01/2022
DATE: *E. Talmadge Hill, III*
E. TALMADGE HILL, III

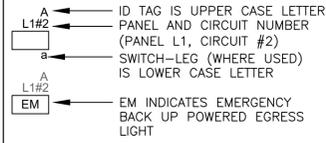
DESIGNED	ETH, JLB
DRAFTED	ETH
CHECKED	JPB
PROJECT NO.	1-03457
DRAWING NO.	C308

ABBREVIATIONS

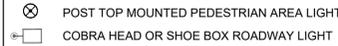
A.	Ampere
AC	Above Counter
AF	Above Finished Floor
AIC	Amp Interrupting Capacity
AV	Audio Visual
ATS	Automatic Transfer Switch
BLDG	Building
C	Conduit
CB	Circuit Breaker
CKT	Circuit
CM	Control Module
CONN	Connect or Connection
CT	Current Transformer
DIM	Dimension
DB	Duct-bank
EA	Each
EC	Electrical Contractor
EF	Exhaust Fan
ELEC	Electric, Electrical
EM	Emergency
EMT	Electrical Metallic Tubing
EPO	Emergency Power Off
ETR	Existing to Remain
EWC	Electric Water Cooler
FACP	Fire Alarm Control Panel
FLA	Full Load Amps
FS	Flow Switch
FSD	Fire Smoke Damper
GC	General Contractor
GFI	Ground Fault Interrupter
GND	Ground
HMI	Human-machine Interface
HOA	Hand-off-auto
HP	Horsepower
HTR	Heater
IMC	Intermediate Metal Conduit
J-BOX	Junction box
KCM	Thousand Circular Mills
LOTG	Lock Out Tag Out
LTG	Light or Lighting
MCB	Main Circuit Breaker
MCC	Motor Control Center
MCP	Motor Circuit Protector
MDF	Main Data Facility (ie IT closet)
MIN	Minimum
MLO	Main Lugs Only
MNS	Mass Notification System
MNT	Maintenance
MRS	Motor Rated Switch
MSB	Main Switch Board
MTD	Mounted
MTS	Manual Transfer Switch
MV	Medium voltage
N.I.C.	Not in Contract
NL	Night Light (unswitched)
NTS	Not to Scale
Ø	Phase
OL	Overload
OE	Over Head Electric
POC	Point of Connection
PS	Pull String
RECP	Receptacle
RMC	Rigid Metal Conduit
SPD	Surge Protection Device
TS	Tamper switch
TYP.	Typical
UG	Underground
UNO	Unless Noted Otherwise
V	Voltage
VFD	Variable Frequency Drive
VFC	Variable freq. controller (aka VFD)
WH	Water Heater
WP	Weather Proof
WR	Weather Rated
XFMR	Transformer

LIGHTING

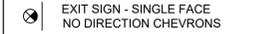
LUMINAIRE TAG DESCRIPTIONS



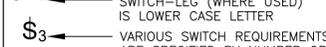
SITE LIGHTING



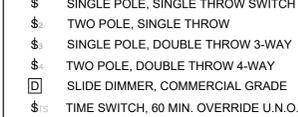
EGRESS LIGHTING



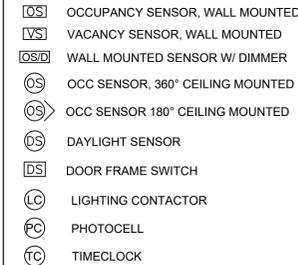
SWITCH TAG DESCRIPTIONS



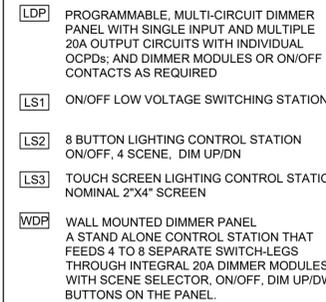
WALL SWITCHES



AUTOMATED CONTROLS



LIGHTING CONTROL SYSTEM



LIGHTING GENERAL NOTES

- ID tags indicate the luminaire make and model. See Lighting Schedule.
- Provide all luminaires with the necessary mounting accessories, trim pieces, driver housings, etc. coordinate model number to be ordered with supplier.
- Coordinate colors for lights and cover plates with architect prior to ordering.
- Use standard white switching devices, uno.
- Note: Contractor shall include in bid the start up and programming for all lighting control systems and devices

EMERGENCY EGRESS LIGHTING

- All emergency egress ltg and exit signs
 - Self diagnostic
 - Integral test switch
 - Integral 90 min battery pack
- Exit signs
 - Edge lit, led
 - Mirrored double face
 - Recessed driver/battery housing, wall or cing.
- Emergency ltg control units: self contained relay or dimmer modules capable of switching or dimming (as required) the emergency lighting circuit based on an input reference signal from the area normal powered lighting switching device. UL 924.

SWITCH TAG ABBREVIATIONS TABLE

2	= DOUBLE POLE	K	= KEY OPERATED
3	= THREE WAY	LV	= LOW VOLTAGE
4	= FOUR WAY	M	= MANUAL MOTOR
D	= DIMMER	STARTER	
EP	= EXPLOSION PROOF	P	= PILOT LIGHT
H	= HORSEPOWER RATED	T	= TIMER

WALL SWITCHES

- Rating: 20A, 120V/277V
- Cover plate: white nylon, concealed screws, uno.
- Switch style
 - Finished Areas: rocker switch
 - Unfinished Areas: heavy duty toggle
- Exterior: weatherproof cast aluminum cover plate with drip/finer shield, suitable for standard toggle switch.

AUTOMATED CONTROLS

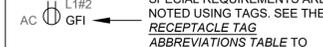
- Abbreviations
 - OS = occupancy sensor, auto on/off
 - VS = vacancy sensor, manual on, auto off
- Occupancy and Vacancy Sensors
 - Combination infrared and ultrasonic
 - Adjustable off delay,
 - Set at 15 min.
 - Set at 20 min restrooms and halls
 - Daylight sensing, adjustable sensitivity
 - WallMnt: pushbuttons for on/off
 - Cing Mnt: 360°, 1,000 sq ft coverage
 - Gimbal Mnt: adjustable mounting assembly at 18° below ceiling aimed away at interior of space.
- Time clocks: 24 hr, 7 day, astronomical & holiday programming, battery back up.

LIGHTING CONTROL SYSTEM

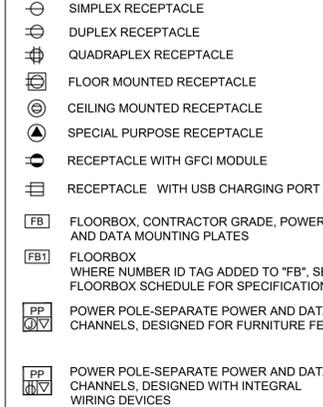
- Lighting control system (LS) shall consist of:
 - Programmable, low voltage push button or touch-screen lighting control stations
 - Control modules, ie dimming power packs, with integral 0-10v dimming controls
 - Occupancy sensors capable of controlling multiple power packs.
- Low voltage control cabling connecting system components. (cat 6 or as required by manufacturer), route in dedicated conduit where exposed.
- Type LS2 and LS3 control stations shall be capable of controlling on/off/dim level for up to 16 local switch groups, and be programmable with min 4 preset scenes that set on/off/dim level for up to 16 switch groups
- Contractor shall engage manufacturer's representative for start up and programming of lighting control systems.

POWER

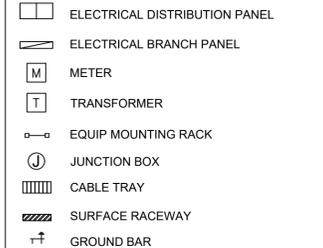
RECEPTACLE TAG DESCRIPTIONS



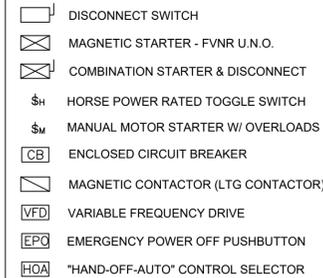
WIRING DEVICES



ELECTRICAL EQUIPMENT



DISCONNECTS, CONTROLS, AND OCPD



RECEPTACLE TAG ABBREVIATIONS TABLE

- GFI = INTEGRAL GROUND FAULT TRIP MODULE
 IG = ISOLATED GROUND
 MG = MARINE GRADE
 TL = TWIST-LOCK
 WP = WEATHER RESISTANT RECEPTACLE WITH METAL WEATHERPROOF WHILE IN USE COVER

RECEPTACLE MOUNTING ABBREVIATIONS TABLE

- 48" = DEVICE MOUNT AT 48" ABOVE FLOOR
 AC = "ABOVE COUNTER", 4" TO BOTTOM EDGE HORIZONTAL, UNO. SEE ARCH. ELEVATIONS.
 UC = UNDER COUNTER, ACCESSIBLE
 C = CEILING MOUNT

WIRING DEVICES

- Rating
 - 20A, 125V (uno)
 - Finished areas: Commercial grade, decorator type (flat) face
 - Halls/Janitorial: Heavy duty
 - Mechanical/Industrial: Heavy duty
 - Labs: Heavy duty
 - Patient care areas: Hospital grade
 - Dwelling units: Tamper resistant/arc flash protected
 - Damp locations: GFCI type
 - Exterior/Wet locations: GFCI type, metal weatherproof while in use cover, weather resistant receptacle.
- Screw type terminals, w/ grd term.
- Cover plate: white nylon, hidden screws
- Occupancy controlled: Provide with manufacturer installed symbol
- Verify device and cover plate color with architect

ELECTRICAL EQUIPMENT

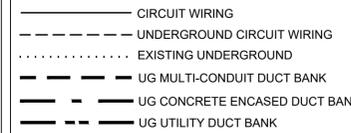
- PANELS:
 - Fully rated neutral bus
 - Ground bus
 - Hinged, latching, locking door
 - Removable cover and dead front
 - Typed directory in holder
- TRANSFORMERS:
 - 2 winding, 3-phase delta to wye
 - Concrete pad with isolators, unless noted to be suspended.
 - Shall meet U.S. Department of Energy 2016 mandated minimum efficiency.
 - 150°C Min

DISCONNECTS, CONTROLS, AND OCPD

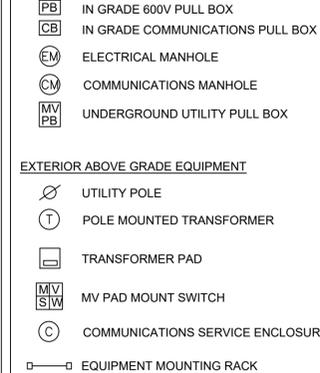
- All enclosed breakers, controllers, switches, and disconnects shall have:
 - Integral lock out devices.
 - Locked while energized mechanism.
 - Engraved label
- Enclosed Circuit Breakers:
 - Overload and instantaneous trip components
 - Integral shunt trip modules as needed
- Disconnects:
 - Quick-make/break load interrupter knife switch
 - Hinged metal enclosure
 - External operable handle, lockable on or off with deflector.
- Starters
 - N.O. & N.C. auxiliary contacts
 - Fused CPT
 - Adjustable overload, sized per motor fla
 - Remote start input
 - HOA switch
- Lighting Contactors
 - 20a min per pole, 120/277v rated
 - HOA switch
- Provide integral disconnect for starters and VFDs. lockable on or off.
- Emergency power off pushbutton shall be a red mushroom head, latching contact, engraved.

SITE ELECTRICAL

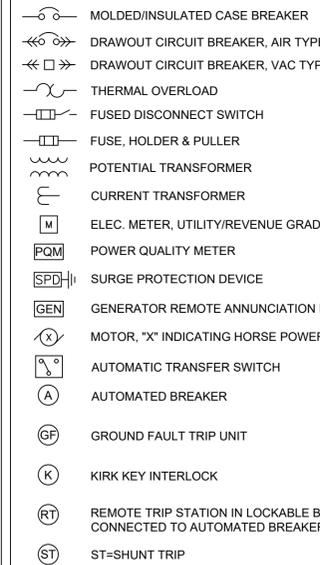
CIRCUIT ID LEGEND



EXTERIOR IN GRADE EQUIPMENT



ONE LINE AND RISER DIAGRAMS



ELECTRICAL TRENCHES:

- Burial Depths:
 - 24" at vehicle accessed areas.
 - 18" at areas inaccessible to vehicles.
 - 18" for communications
 - Provide 12" separation from utilities.
- Bed in sand or select fill, large rocks shall be removed from backfill, unless noted to be concrete encased.
- Concrete encase
 - MV feeders
 - Utility feeders as required by service provider
 - Feeders on sloped, erosive grades
 - Transitions from expansive soils to solid structures
 - As noted on plans

600V PULL BOXES

- Polymer concrete, stackable, uno
- Lid: engraved, bolt down, poly, conc.

EQUIPMENT PADS

- Use 3000 psi, rebar enforced concrete
- Dowel into existing floor.
- Chamfer edges

EQUIPMENT MOUNTING RACKS

- Galvanized steel tube and galvanized slotted u-channel, uno.
- Provide angled support and structural attachments sufficient to make rack rigid.
- Concrete embed or set on pads (see details).
- Slope embed material away from supports, seal, provide gravel sumps below footings and anchors.
- De-burr and paint any exposed metal edges.
- All site enclosures shall be outdoor rated, sealed watertight, provided with sealed conduit penetrations.

REV.	DESCRIPTION	DATE



CITY OF BELLMEAD

BELLMEAD DRIVE STREETSCAPING IMPROVEMENTS

ELECTRICAL SYMBOLS

04/01/2022
DATE

NAME

DESIGNED: JPB
 DRAFTED: MLL
 CHECKED: MLL
 PROJECT NO: 1-03457
 DRAWING NO: E001



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SCOPE OF WORK OVERVIEW

- All items shown or specified in writing in the contract documents shall be provided by the contractor unless explicitly noted "by others" or "existing". All work is part of the contract scope. The GC is responsible for delegation to appropriate subcontractors.
- The contract scope includes all information shown in the complete construction documents, including all plans, details, schedules, notes, and applicable TxDOT specifications.
- "Special systems" is defined as infrastructure for telecommunications, fire alarm, audio/video, access control, and other low voltage communications and alarm systems.
- "Provide" means contractor shall furnish, install, connect and test the indicated work, unless explicitly noted otherwise.
- The electrical scope of work shall include:
 - Providing all lighting, electrical equipment, and misc. power connections that are shown in the construction documents.
 - All supplies, materials, equipment, tools and labor required for the work.
 - All hangers and supports, raceways, boxes, sleeves, seals, trenches, equipment pads and racks, wiring connectors, terminals, labels, signs, markers, and other miscellaneous materials required for the work.
- Additionally, the scope of work shall include:
 - Electrical service application, permitting, inspection, and payment of all associated fees.
 - Electrical service coordination. Contact TxDOT and ONCOR for application and scheduling of: connection to existing services, utility rough in and trench inspections, new utility equipment and cable installation, and existing utility infrastructure modifications.
 - Testing and commissioning of electrical systems.
 - Trenching and backfill.
 - Equipment rental. Coordinate with GC.
 - Temporary construction power.
- Special systems scope:
 - No new special systems (fire alarm, security, communications, or signaling) infrastructure is included in this scope of work.
- Provide submittals and close out documents, including as-builts, O&M manuals, and test reports, as required.

CODE REQUIREMENTS

- CODE REQUIREMENTS
- All requirements of the codes, standards, and ordinances of federal, state, and local authorities having jurisdiction (AHJ) shall be followed. All work, equipment, and materials shall comply with the applicable AHJ, and shall comply with the following codes and standards.
 - All work shall be performed per:
 - National Electrical Code (2020 NEC)
 - National Fire Protection Association (NFPA)
 - International Building and Energy Code (2021 IBC and 2021 IECC)
 - All materials, means and methods, testing, and work shall be performed per the publications and standards of the following authorities, in addition to those specified in related supplementary conditions:
 - AMERICAN SOCIETY FOR TESTING AND MATERIALS - ASTM
 - INSTITUTE OF ELECTRICAL AND ELECTRONIC ENGINEERS - IEEE
 - NATIONAL ELECTRICAL CODE - NEC
 - NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION - NEMA
 - NATIONAL ELECTRICAL TESTING AGENCY - NETA
 - NATIONAL FIRE PROTECTION ASSOCIATION - NFPA
 - OCCUPATIONAL SAFETY AND HEALTH ACT - OSHA
 - UNDERWRITER'S LABORATORY - UL
 - UNITED STATES OF AMERICA STANDARDS INSTITUTE - USASI

SUBMITTAL REQUIREMENTS

- CONTRACTOR SHALL SUBMIT ALL SUBSTITUTION REQUESTS PRIOR TO THE BID DUE DATE. SUBSTITUTIONS REQUIRED DUE TO CHANGES OR SITE CONDITIONS MAY BE PROPOSED DURING THE SUBMITTAL PHASE.
- Product data:
 - Submit catalog data showing manufacturer's contact information, standard features, electrical ratings, (A,V,AIC,Ph,HP), dimensions, weights, listings, finishes, warranties.
 - Indicate sizes and types to be used where cut sheets show wide ranges and multiple product types. Any optional features to be provided should be clearly noted.
- Shop drawings:
 - Provide shop drawings for light poles, panels, disconnects, other large electrical equipment, or field assembled racks.
 - Provide manufacturer drawings showing plans and elevations, dimensions, weights, lifting and shipping info, electrical requirements, conduit entry points, clearances.

COORDINATION

- COORDINATION
- Power outages shall be coordinated in writing with owner one (1) week (min) in advance.
 - New service shall be coordinated with the utility providers before work is performed, including trenching and installation of disconnects, meter enclosures, etc.
 - Construction area is near active roadway and businesses. Coordinate with TxDOT and business owners as need to maintain safe access, alarm systems, and power for the street lighting, signaling and business.
 - Review the plans of all other disciplines to identify conflicts and areas that require coordination.
 - Note that minor modifications in equipment layout or device locations due to site conditions or owner direction are an assumed component of the scope.
 - Measure and verify NEC working space and dedicated equipment space for all electrical and controls equipment containing line voltage and subject to maintenance or testing. Verify or submit RFI for direction before rough-in. Coordinate clearances with other trades.
 - Before ordering lightings, verify the mounting options to be provided for attachment of fixture to post and post to footing.

QUALIFICATIONS AND QUALITY ASSURANCE

- QUALIFICATIONS
- Manufacturer: Minimum three years documented experience manufacturing the product
 - Installer: A state licensed electrician with documented experience installing all equipment specified here in.
 - Certified installers: FA Contractor shall be NICET Level 3 min. See plans, specifications, and the AHJ requirements for additional work that requires certified contractors.
 - Testing agent: Testing shall be performed by an agency with documented experience, and that is either electrical testing association certified, manufacturer certified, or is a representative of nationally recognized testing laboratory (NRTL).
- QUALITY ASSURANCE
- Listing and labeling: All electrical components, devices, and accessories shall be listed and labeled as defined in NFPA 70, article 100, by a testing agency acceptable to authorities having jurisdiction and marked for the intended use. Testing agency shall be UL unless noted otherwise or pre-approved by owner and AHJ.
 - All materials and equipment shall be from a qualified manufacturer, new, compliant with all specifications, tested and confirmed to be in full working order.
 - All equipment of a given type and function shall be procured from a single manufacturer. All panels and breakers shall be from a single manufacturer, except in special applications.
 - Testing equipment shall be in full working order and calibrated per the manufacturer's recommendations.

MISCELLANEOUS REQUIREMENTS

- EQUIPMENT MOUNTING
- Provide concrete housekeeping pads for all grade mounted electrical equipment. Provide a minimum of 3000 psi concrete and #4 rebar spaced 12" o.c. (max). Make 6" tall, chamfer all sides approx. 0.5", extend 3" past the edge of the equipment.
 - Provide NEC working space and dedicated equipment space. Do not mount ductwork, pipe, or other foreign systems above panels.
- ENCLOSURES
- Electrical equipment enclosures shall be
 - Sheet metal (16 gauge min) with manufacturer's corrosion resistant paint system
 - Provided with hinged, latching doors (UNO).
 - Be rated NEMA 3R when installed outdoors.

DELIVERY AND STORAGE

- DELIVERY AND STORAGE
- Materials shall be stored in a clean, dry space.
 - Protect from accidental damage, dirt, water, freeze, and sun light.
 - Factory wrapping shall be left in place until equipment is ready for install.
 - Cover equipment to keep dry and free of dirt. Factory wrapping is not water proof.
 - Follow all manufacturer recommendations for humidity and max/min temperatures for storing electrical equipment.

CONDUCTORS

- MATERIALS
- Building Wiring:
 - THHN/THWN insulation, color coded
 - soft drawn 98% cond. copper
 - #8 and larger: stranded
 - #10 and smaller: solid

- INSTALLATION
- Conductors shall be installed inside continuous raceways with junction and pull boxes as required. Conductors shall be exposed only inside enclosures.
 - Branch circuits may be spliced only in accessible enclosures.
 - Provide all single pole circuits with a dedicated neutral conductor.
 - Circuits may share a raceway for home-runs where suitable & per NEC conduit fill rules.
 - Torque all terminations per the manufacturer's torque recommendations.
 - Perform insulation resistance test for all new underground circuits. Provide test report.

GROUNDING AND BONDING

- INSTALLATION
- Ground per NEC 250.
 - Provided ground conductor with all circuits and in all raceways and enclosures.
 - Bond all equipment and enclosures containing energized parts.
 - Provide grounding electrode conductor from light pole frame, through footing, and cadwelded to one of the following
 - 3/8" x 10' copper clad steel ground rod adjacent to the pole footing
 - A bare copper conductor coiled and buried below the footing.

IDENTIFICATION

- Provided all equipment, devices, cables, box, and enclosures with circuit ID labels and all necessary warning signs.
- Equipment, disconnect, and panel labels shall be a metal or phenolic engraved nameplates. Black with 1/4" (min) engraved white letters
- Label boxes and enclosures with panel name, circuit #, and voltage.
- Provide large, engraved, and color coded labels for fire alarm, emergency/critical pwr, life safety equipment
- Tag all conductors at multi circuit J-boxes and at termination points. Tag circuits passing through enclosures, contactors, etc..
- Provide typed schedules in all new and modified panels. Circuit descriptions shall include room name or number.
- Provide buried detectable warning tape above all underground conduit runs.

PANELS

- MATERIALS
- Provide full length, fully rated phase busses, 100% (min) neutral bus, and ground bus
 - All unused spaces shall be fully prepared breaker mounting spaces. See schedules for qty.
 - Provide bolt on type thermal magnetic circuit breakers with common trip handle for multiple poles
 - HACR rated for mechanical loads
 - GFCI rated for kitchen, heat trace, exterior lighting, and other nec required loads.
 - Arc rated and tamper proof for all residential and areas used for sleeping.
 - Provide hinged door, dead front, and cover; latch and key lock; metal directory frame.

HANGERS AND SUPPORTS

- For above ground conduit, provide galvanized steel straps, channel, or pipe clamps as appropriate to support raceways. Use two holes straps.
- For above ground conduit, provide two supports minimum per run. Provide supports at 10ft max intervals, within 3ft of boxes, as required by code, and as needed to prevent movement.
- Buried conduit shall be bedded in sand or fill dirt. Do not bed conduit in existing soil with high clay or rocky content.
- Electrical system supports shall be independent of other buried systems, rebar for sidewalks, etc.

RACEWAYS, BOXES, AND SUPPORTS

- MATERIALS REQUIREMENTS BY LOCATION
- Underground: use SCH 40 PVC
 - Provide polymer concrete boxes or cast metal.
 - Use SCH 80 PVC under roadways and parking lots.
 - Exterior above grade: use RMC
 - Provide EMT under canopies, eaves, and other locations where protected from damage and elements.
 - Provide cast metal boxes for devices, with cast metal weatherproof while in use cover.
 - Provide NEMA 3R, hinged, lockable enclosures for outdoor equipment, manufacturer painted.
 - In concrete: use SCH 40 or 80 PVC
 - Provide wrapped rigid metal conduit 5ft on both sides of transitions from concrete to dirt or for through slab penetrations.
 - Provide thick-wall schedule 80 nonmetallic conduit for straight runs in concrete duct-banks with more than 6" of concrete above the conduit.
 - Provide concrete tight, masonry rated boxes and fittings where installed in concrete, CMU, stone, or brick.

- INSTALLATION
- Provide a complete raceway system consisting of conduit, boxes, fittings, and supports, from source to all lighting and electrical equipment.
 - Provide pull boxes, fittings, and access points as required for pulling and splicing wire.
 - Provide a pull box after the the equivalent of three ninety degree bends.
 - Raceway and box locations shown in plan are approximate, and not all raceways and boxes are shown.
 - Ground entire raceway system.
 - Provide NEC compliant ground in all conduit.
 - Use compression couplings at panels.
 - Coordinate site routing with buried utilities, paving, conduit sleeves, future work in the area, and landscaping. Coordinate before digging to avoid conflicts or, damage.
 - Raceway routing shall follow the below guidelines:
 - Install concealed. Do not route conduit exposed unless specifically noted or pre-approved.
 - Install parallel and perpendicular to sidewalks and other structural elements, where possible.
 - Install exposed conduit tight to structural elements, following surface contours. Do not install conduit in free air from point to point.
 - Paint exposed raceways the same color of the wall or surface to which they are attached. Verify color with architect or owner.
 - Install raceways with low points at junction and pull boxes to avoid moisture traps. Provide drain fittings in outdoor, above ground raceways systems with potential for water intrusion.
 - Install underground conduit to drain to pull boxes.
 - Provide expansion fittings where raceway crosses seismic and expansion joints.
 - Provide pull string in all empty raceways, cap ends, and label each end with the destination.
 - Provide cover plates, end caps, etc for unused openings in wire-ways, surface raceways, j-boxes, and enclosures.
 - Seal and flash structural penetrations as required for fire rating and waterproofing of the structure.
 - Where conduit is noted "wrapped", provide conduit wrapped with high tack corrosion prevention tape or use pvc coated metal conduit.

LIGHTING

- MATERIALS
- All lighting shall be UL listed and in compliance with all applicable UL, ANSI and NFPA standards.
 - Refer to lighting schedules for manufacturers, models, and specifications.

- INSTALLATION
- Provide dedicated neutral conductors for each lighting circuit, uno.
 - Provide concrete footing with rebar cage and anchor bolts for mounting light poles. Ground all new poles.
 - Level and plumb lights with adjacent structure. Mount per manufacturer's instructions.
 - Clean and test all fixtures at end of project.

- LIGHTING CONTROLS
- All new sidewalk post top lighting shall be automatically controlled via an integral photocell.

REV.	DESCRIPTION	DATE



CITY OF BELLMEAD

**BELLMEAD DRIVE
STREETSCAPING
IMPROVEMENTS**

ELECTRICAL GENERAL NOTES

04/01/2022 DATE  NAME

DESIGNED	JPB
DRAFTED	MLL
CHECKED	MLL
PROJECT NO.	1-03457
DRAWING NO.	E002



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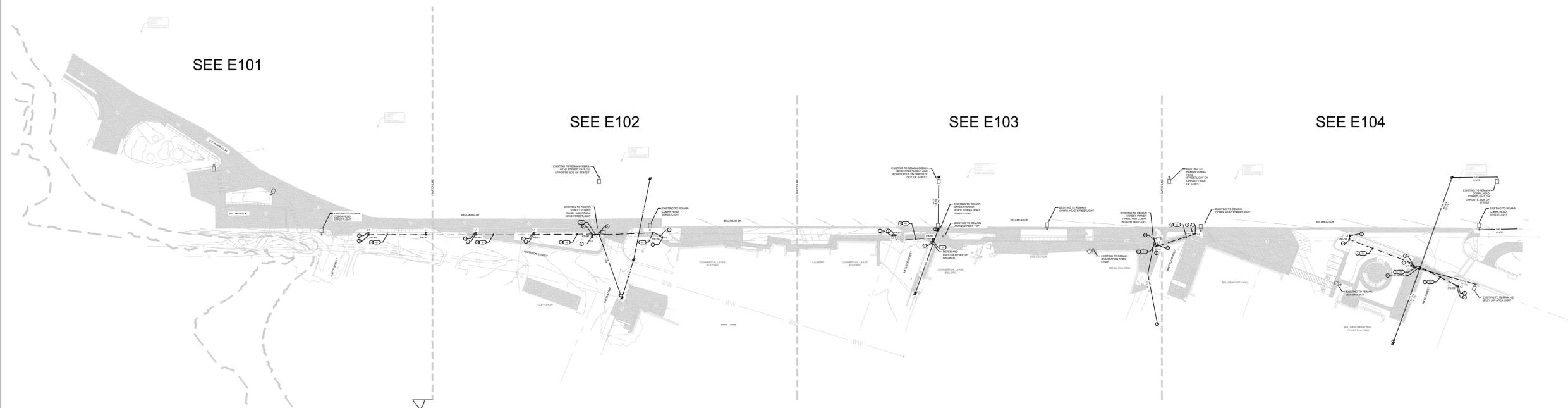


UNDERGROUND CONDUIT NOTES:

1. UNDERGROUND CONDUIT AND DUCT-BANK ROUTING SHOWN ON SITE PLANS IS DIAGRAMMATIC, BUT THE GENERAL PATHWAYS SHOWN SHOULD BE FOLLOWED. DEVIATIONS MAY BE MADE AS REQUIRED TO FOLLOW GRADE CONTOURS, AVOID UNIDENTIFIED OBSTACLES, AND AS REQUIRED BY OTHER SITE CONDITIONS.
2. THE FOLLOWING RESTRICTIONS SHALL APPLY TO ALL BURIED CONDUIT ROUTED ON THE SITE:
 - 2.1. DO NOT ROUTE EXPOSED EXCEPT WHERE NOTED OTHERWISE.
 - 2.2. DO NOT ROUTE UNDER EXISTING, NEW, OR FUTURE BUILDINGS OR STRUCTURES.
 - 2.3. ONLY ROUTE UNDER SIDEWALKS OR WITHIN THE DRIP LINE OF TREES WHERE UNAVOIDABLE.
 - 2.4. DO NOT ROUTE WITHIN THE HALF CRITICAL ROOT ZONE OF EXISTING TREES (UNLESS SERVING LIGHTING ON THE TREE).
 - 2.5. WHERE CONDUIT IS REQUIRED WITHIN EXISTING TREE ROOT ZONES, THE EXCAVATION SHALL BE DONE USING AN AIR SPADE.
3. **POWER CONDUIT DEPTHS:** BURIED POWER CONDUIT SHALL BE INSTALLED IN A FLAT, HORIZONTAL LINE AT:
 - 3.1. 24" BELOW FINISHED GRADE IN AREAS ACCESSIBLE BY FULL SIZE MOTOR VEHICLES.
 - 3.2. 18" BELOW FINISHED GRADE IN AREAS NOT SUBJECT TO VEHICLE OR EQUIPMENT LOADING.
 - 3.3. RUNS WITH HIGH CONDUIT QUANTITIES MAY BE STACKED. VERTICAL STACKING SHALL BE ONE HALF HORIZONTAL STACKING FOR BETTER HEAT DISSIPATION.
4. **COM CONDUIT DEPTHS:** COMMUNICATIONS AND OTHER LOW VOLTAGE CONDUITS SHALL BE INSTALLED AT 18" AND MAY BE INSTALLED ON A SHELF IN POWER TRENCHES.
 - 4.1. PROVIDE 6" RADIAL SEPARATION FROM SMALL POWER FEEDERS.
 - 4.2. PROVIDE 12" RADIAL SEPARATION FROM LARGE POWER FEEDERS.
5. **UTILITY CROSSINGS:** WHERE CROSSING OTHER UTILITIES, POWER AND COM SHALL YIELD TO THE REQUIRED DEPTH OF OTHER PIPING SYSTEMS, NOTABLE GRAVITY FLOW SYSTEMS.
 - 5.1. POWER AND COM SHALL BE BURIED DEEPER OR SHALLOWER AS NECESSARY WITH A CONCRETE CAP PROVIDED FOR SHALLOW CONDUITS AS PER NEC RULES.
 - 5.2. PROVIDE 12" VERTICAL SEPARATION BETWEEN UTILITIES.
 - 5.3. MAKE CROSSINGS AT ANGLES AS NEAR TO 90° AS POSSIBLE.

GENERAL NOTES

1. THIS AREA PLAN IS PROVIDED FOR REFERENCE. REFER TO ENLARGED VIEWS FOR FULL SCOPE OF WORK.
2. VERTICAL DASHED LINES SHOW MATCHLINES BETWEEN ENLARGED VIEWS.
3. SEE E201 FOR ENLARGED VIEWS AT THE ELECTRICAL POINTS OF SERVICE.



1 Electrical Overall Plan
Scale: 1" = 30' - 0"

REV.	DESCRIPTION	DATE

LLOYD
ENGINEERING, LLC
8202 Sandalwood Cove • Austin, TX 78757
512.775.5745 • Firm No.: F-19341

Walker Partners
engineers • surveyors
T.D.P.E. Registration No. 9053

CITY OF BELLMEAD

**BELLMead DRIVE
STREETSCAPING
IMPROVEMENTS**

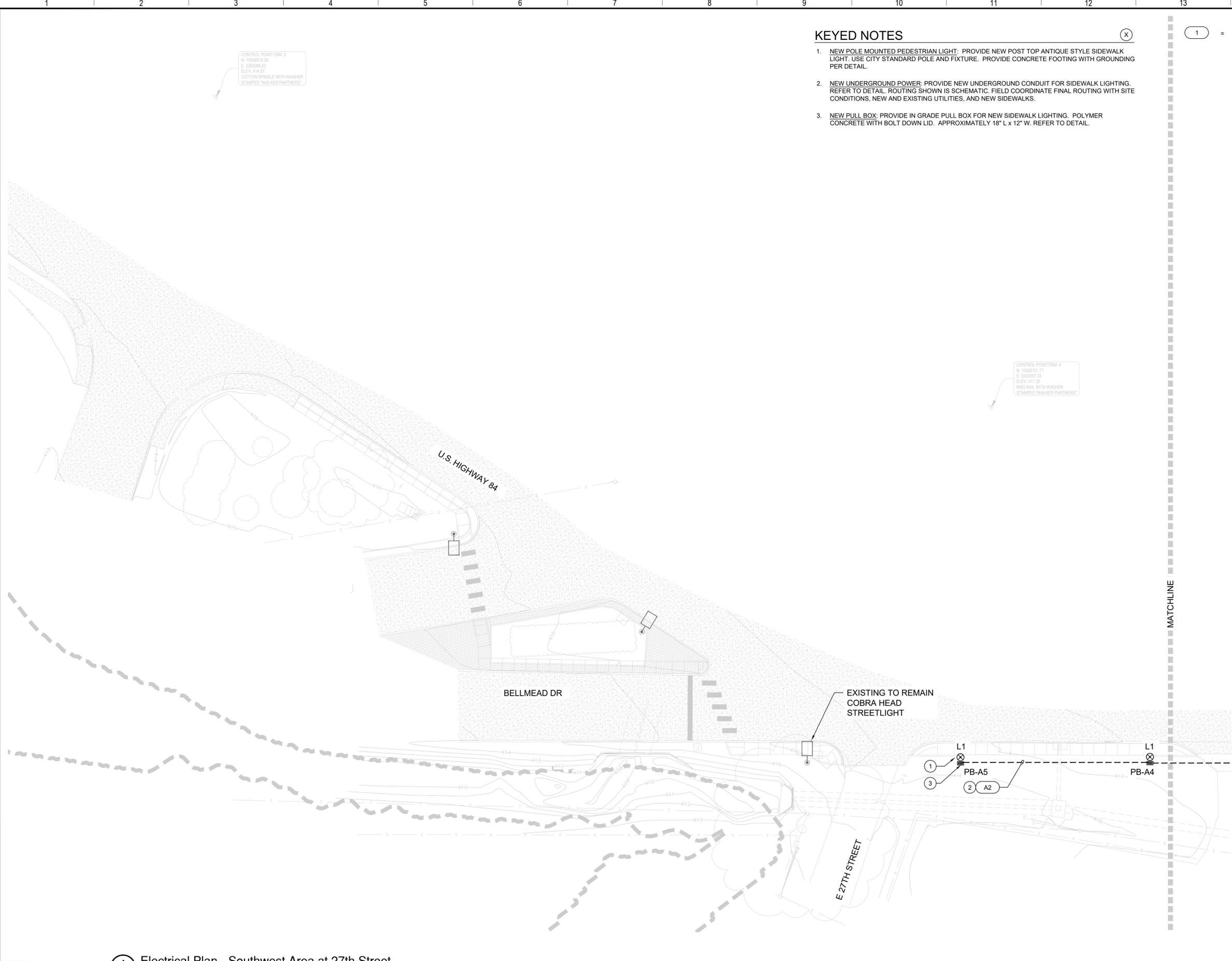
ELECTRICAL SITE PLAN

04/01/2022
DATE NAME

	DESIGNED	JPB
	DRAFTED	MLL
	CHECKED	MLL
	PROJECT NO.	1-03457
	DRAWING NO.	E100



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CONTROL POINT#3
 N: 1055619.39
 E: 330208.22
 ELEV: 414.97
 COTTON SPINDLE WITH WASHER
 STAMPED "WALKER PARTNERS"

CONTROL POINT#4
 N: 1055701.77
 E: 230297.23
 ELEV: 417.36
 MAG NAIL WITH WASHER
 STAMPED "WALKER PARTNERS"

KEYED NOTES

1. NEW POLE MOUNTED PEDESTRIAN LIGHT: PROVIDE NEW POST TOP ANTIQUE STYLE SIDEWALK LIGHT. USE CITY STANDARD POLE AND FIXTURE. PROVIDE CONCRETE FOOTING WITH GROUNDING PER DETAIL.
2. NEW UNDERGROUND POWER: PROVIDE NEW UNDERGROUND CONDUIT FOR SIDEWALK LIGHTING. REFER TO DETAIL. ROUTING SHOWN IS SCHEMATIC. FIELD COORDINATE FINAL ROUTING WITH SITE CONDITIONS, NEW AND EXISTING UTILITIES, AND NEW SIDEWALKS.
3. NEW PULL BOX: PROVIDE IN GRADE PULL BOX FOR NEW SIDEWALK LIGHTING. POLYMER CONCRETE WITH BOLT DOWN LID. APPROXIMATELY 18" L x 12" W. REFER TO DETAIL.

1 = CABLE TAG
 SEE SCHEDULE ON E302

LEGEND

- ⊗ NEW ANTIQUE POST TOP
- NEW PULL BOX
- ⊕ POWER POLE
- EXISTING LIGHT
- UNDERGROUND LIGHTING

GENERAL NOTES

1. SEE SCHEDULES, DETAILS AND GENERAL NOTES SHEET FOR ADDITIONAL ELECTRICAL SCOPE, MATERIALS SPECIFICATIONS, AND INSTALLATION AND TESTING REQUIREMENTS.
2. SEE CABLE SCHEDULE FOR CONDUIT AND CONDUCTOR SIZES.
3. BURIED CONDUIT DEPTHS
 - 3.1. 600VAC: 24" BELOW FINISHED GRADE, UNO.
 - 3.2. 600VAC IN AREAS WITHOUT VEHICLE OR EQUIPMENT LOADING: 18" BELOW FINISHED GRADE, WITH EOR APPROVAL.
 - 3.3. LOW VOLTAGE: 18" BELOW FINISHED GRADE
4. CONDUIT ROUTING: PATHWAYS SHOWN ARE DIAGRAMMATIC AND MAY BE MODIFIED AS REQUIRED PER SITE CONDITIONS.
 - 4.1. DO NOT ROUTE SITE CONDUITS EXPOSED ABOVE GRADE.
 - 4.2. DO NOT ROUTE UNDER EXISTING, NEW, OR FUTURE BUILDINGS OR STRUCTURES.
 - 4.3. DO NOT ROUTE WITHIN THE DRIP LINE OF TREES. USE AIR SPADE FOR TRENCHING IF UNAVOIDABLE.
5. PRE-TRENCHING COORDINATION: BEFORE EXCAVATING CONDUIT TRENCHES OR BORING FOR FOOTINGS:
 - 5.1. VERIFY EXISTING BURIED UTILITY LOCATIONS.
 - 5.2. VERIFY NEW BURIED UTILITY LOCATIONS.
 - 5.3. VERIFY UNDERGROUND ELECTRICAL WILL NOT INTERFERE WITH OTHER UTILITIES REQUIRING A SPECIFIC SLOPE OR BURIAL DEPTH. ADJUST UNDERGROUND ELECTRICAL WORK AS REQUIRED TO ACCOMMODATE OTHER UTILITIES.
 - 5.4. PERFORM GROUND PENETRATING RADAR SCAN OR OTHER SUITABLE SURVEY BEFORE TRENCHING IN UNDOCUMENTED AREAS THAT MAY CONTAIN EXISTING UTILITIES.
6. IN-GRADE PULL BOXES: PROVIDE POLYMER CONCRETE BOXES SET FLUSHED WITH FINISHED GRADE.
 - 6.1. WHERE INSTALLED IN SIDEWALKS, BOX SHALL BE SUFFICIENTLY FLUSH WITH FINISHED CONCRETE TO MEET ADA REQUIREMENTS.
 - 6.2. WHERE AN EXISTING BOX IS FOUND WITHIN 5FT OF NEW BOXES SHOWN, THE NEW BOX MAY BE OMITTED FROM THE SCOPE.

REV.	DESCRIPTION	DATE

LLOYD ENGINEERING, LLC
 6202 Sandalwood Cove • Austin, TX 78757
 512.775.5745 • Firm No.: F-19341

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 engineers • surveyors
 T.D.P.E. Registration No. 9053

CITY OF BELLMEAD

BELLMEAD DRIVE STREETSCAPING IMPROVEMENTS

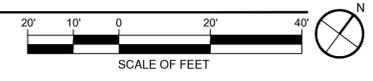
ELECTRICAL PLAN SOUTHWEST AREA

04/01/2022 DATE NAME

	DESIGNED	JPB
	DRAFTED	MLL
	CHECKED	MLL
	PROJECT NO.	1-03457
DRAWING NO.		E101



1 Electrical Plan - Southwest Area at 27th Street
 Scale: 1" = 20' - 0"





EXISTING TO REMAIN COBRA HEAD STREETLIGHT ON OPPOSITE SIDE OF STREET

CONTROL POINT/BLM 5
 N: 1955942.44
 E: 202628.04
 ELEV: 421.96
 COTTON SPINDLE WITH WASHER
 STAMPED "WALKER PARTNERS"

KEYED NOTES

1. NEW POLE MOUNTED PEDESTRIAN LIGHT: PROVIDE NEW POST TOP ANTIQUE STYLE SIDEWALK LIGHT. USE CITY STANDARD POLE AND FIXTURE. PROVIDE CONCRETE FOOTING WITH GROUNDING PER DETAIL.
2. NEW UNDERGROUND POWER: PROVIDE NEW UNDERGROUND CONDUIT FOR SIDEWALK LIGHTING. REFER TO DETAIL. ROUTING SHOWN IS SCHEMATIC. FIELD COORDINATE FINAL ROUTING WITH SITE CONDITIONS, NEW AND EXISTING UTILITIES, AND NEW SIDEWALKS.
3. NEW PULL BOX: PROVIDE IN GRADE PULL BOX FOR NEW SIDEWALK LIGHTING. POLYMER CONCRETE WITH BOLT DOWN LID. APPROXIMATELY 18" L x 12" W. REFER TO DETAIL.
4. PROVIDE POWER TO SITE LIGHTING FROM EXISTING TO REMAIN STREET LIGHTING AND SIGNALING POWER PANEL. PANEL IS MOUNTED ON SIGNAL POLE AT INTERSECTION.
- 4.1. PROVIDE NEW CIRCUIT BREAKER IN EXISTING PANEL. COORDINATE WORK INSIDE PANEL WITH ONCOR AND TXDOT.
- 4.2. PROVIDE NEW RACEWAYS AND CONDUCTORS FROM PANEL TO IN GRADE PULL BOX.

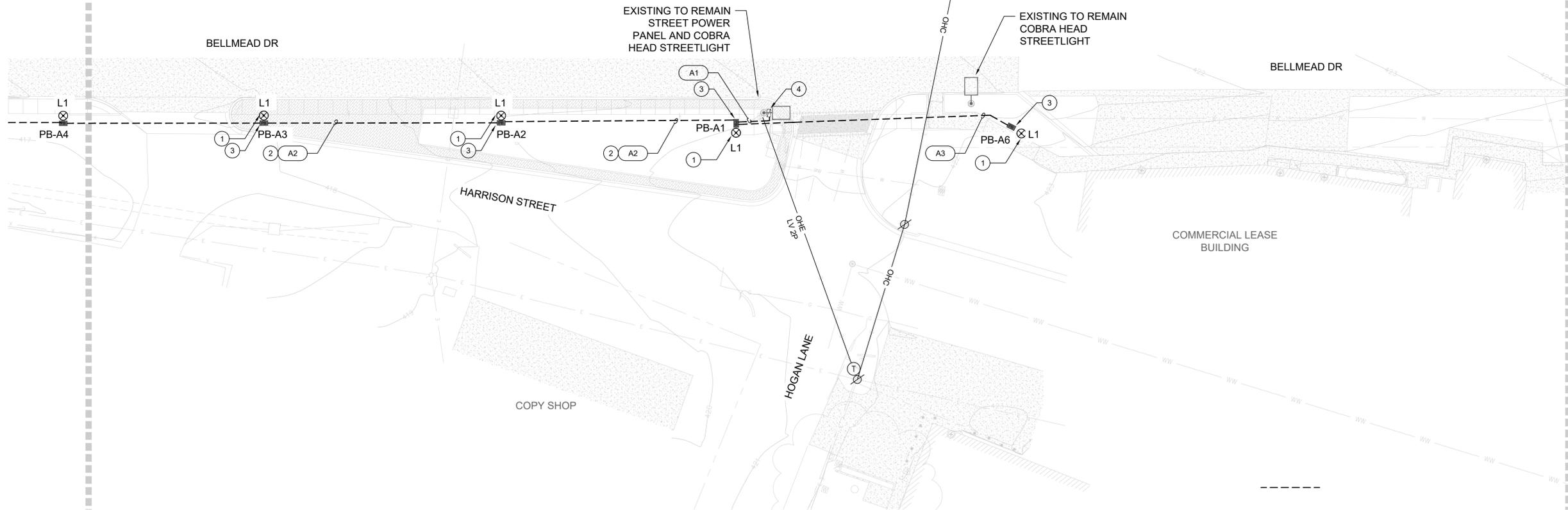
LEGEND

- ⊗ NEW ANTIQUE POST TOP
- NEW PULL BOX
- ⊙ POWER POLE
- EXISTING LIGHT
- UNDERGROUND LIGHTING

GENERAL NOTES:

1. SEE E100 AND 101 FOR GENERAL NOTES

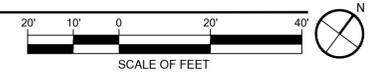
① = CABLE TAG
 SEE SCHEDULE ON E302



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1 Electrical Plan - South Central Area at Harrison and Hogan
 Scale: 1" = 20' - 0"



REV.	DESCRIPTION	DATE

LLOYD
 ENGINEERING, LLC
 6202 Sandalwood Cove • Austin, TX 78757
 512.775.5745 • Firm No.: F-19341

Walker Partners
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T.D.P.E. Registration No. 9053

CITY OF BELLMEAD

**BELLMEAD DRIVE
 STREETScape
 IMPROVEMENTS**

**ELECTRICAL PLAN
 SOUTH CENTRAL AREA**

DATE: 04/01/2022 NAME: *[Signature]*

DESIGNED	JPB
DRAFTED	MLL
CHECKED	MLL
PROJECT NO.	1-03457
DRAWING NO.	E102





KEYED NOTES

1. **NEW POLE MOUNTED PEDESTRIAN LIGHT:** PROVIDE NEW POST TOP ANTIQUE STYLE SIDEWALK LIGHT. USE CITY STANDARD POLE AND FIXTURE. PROVIDE CONCRETE FOOTING WITH GROUNDING PER DETAIL.
2. **NEW UNDERGROUND POWER:** PROVIDE NEW UNDERGROUND CONDUIT FOR SIDEWALK LIGHTING. REFER TO DETAIL. ROUTING SHOWN IS SCHEMATIC. FIELD COORDINATE FINAL ROUTING WITH SITE CONDITIONS, NEW AND EXISTING UTILITIES, AND NEW SIDEWALKS.
3. **NEW PULL BOX:** PROVIDE IN GRADE PULL BOX FOR NEW SIDEWALK LIGHTING. POLYMER CONCRETE WITH BOLT DOWN LID. APPROXIMATELY 18" L x 12" W. REFER TO DETAIL.
4. **PROVIDE POWER TO SITE LIGHTING FROM EXISTING TO REMAIN STREET LIGHTING AND SIGNALING POWER PANEL.** PANEL IS MOUNTED ON SIGNAL POLE AT INTERSECTION.
 - 4.1. PROVIDE NEW CIRCUIT BREAKER IN EXISTING PANEL. COORDINATE WORK INSIDE PANEL WITH ONCOR AND TxDOT.
 - 4.2. PROVIDE NEW RACEWAYS AND CONDUCTORS FROM PANEL TO IN GRADE PULL BOX.
5. **PROVIDE POWER TO SITE LIGHTING FROM EXISTING TO REMAIN STREET LIGHTING PANEL.** PANEL AND METER ARE MOUNTED TO A POST IN THE GRASS. THE RISER IS LOCATED ON AN ADJACENT UTILITY POLE.
 - 5.1. PROVIDE NEW CIRCUIT BREAKER IN EXISTING PANEL. COORDINATE WORK INSIDE PANEL WITH ONCOR AND TxDOT.
 - 5.2. PROVIDE NEW RACEWAYS AND CONDUCTORS FROM PANEL TO IN GRADE PULL BOX.

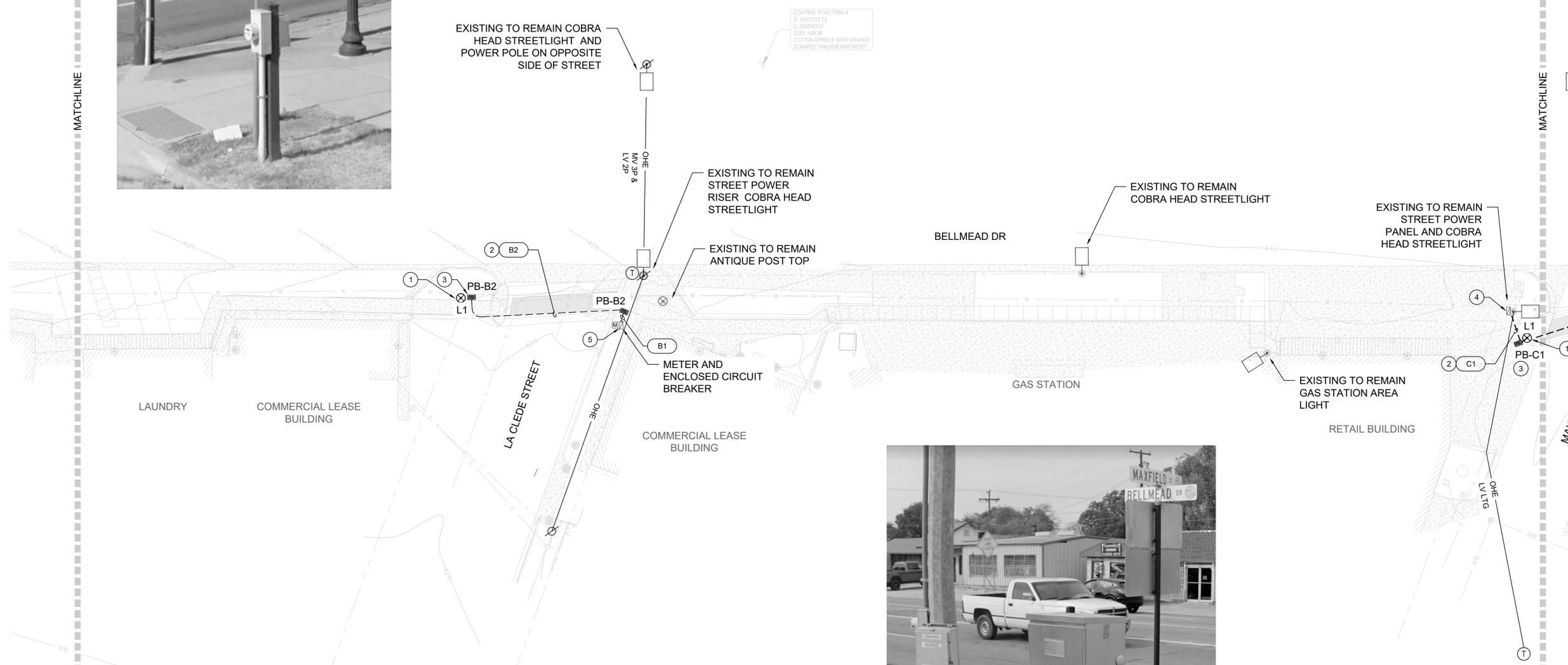
LEGEND

- ⊗ NEW ANTIQUE POST TOP
- NEW PULL BOX
- ⊕ POWER POLE
- EXISTING LIGHT
- UNDERGROUND LIGHTING

GENERAL NOTES:

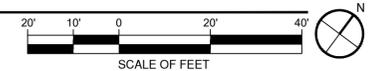
1. SEE E100 AND 101 FOR GENERAL NOTES

1 = CABLE TAG
SEE SCHEDULE ON E302



1 Electrical Plan - North Central Area from La Clede St to Maxfield

Scale: 1" = 20' - 0"



REV.	DESCRIPTION	DATE

LLOYD ENGINEERING, LLC
 6202 Sandalwood Cove • Austin, TX 78757
 512.775.5745 • Firm No.: F-19341

Walker Partners
 engineers • surveyors
 T.D.P.E. Registration No. 9053

CITY OF BELLMEAD

**BELLMead DRIVE
 STREETSCAPING
 IMPROVEMENTS**

**ELECTRICAL PLAN
 NORTH CENTRAL AREA**

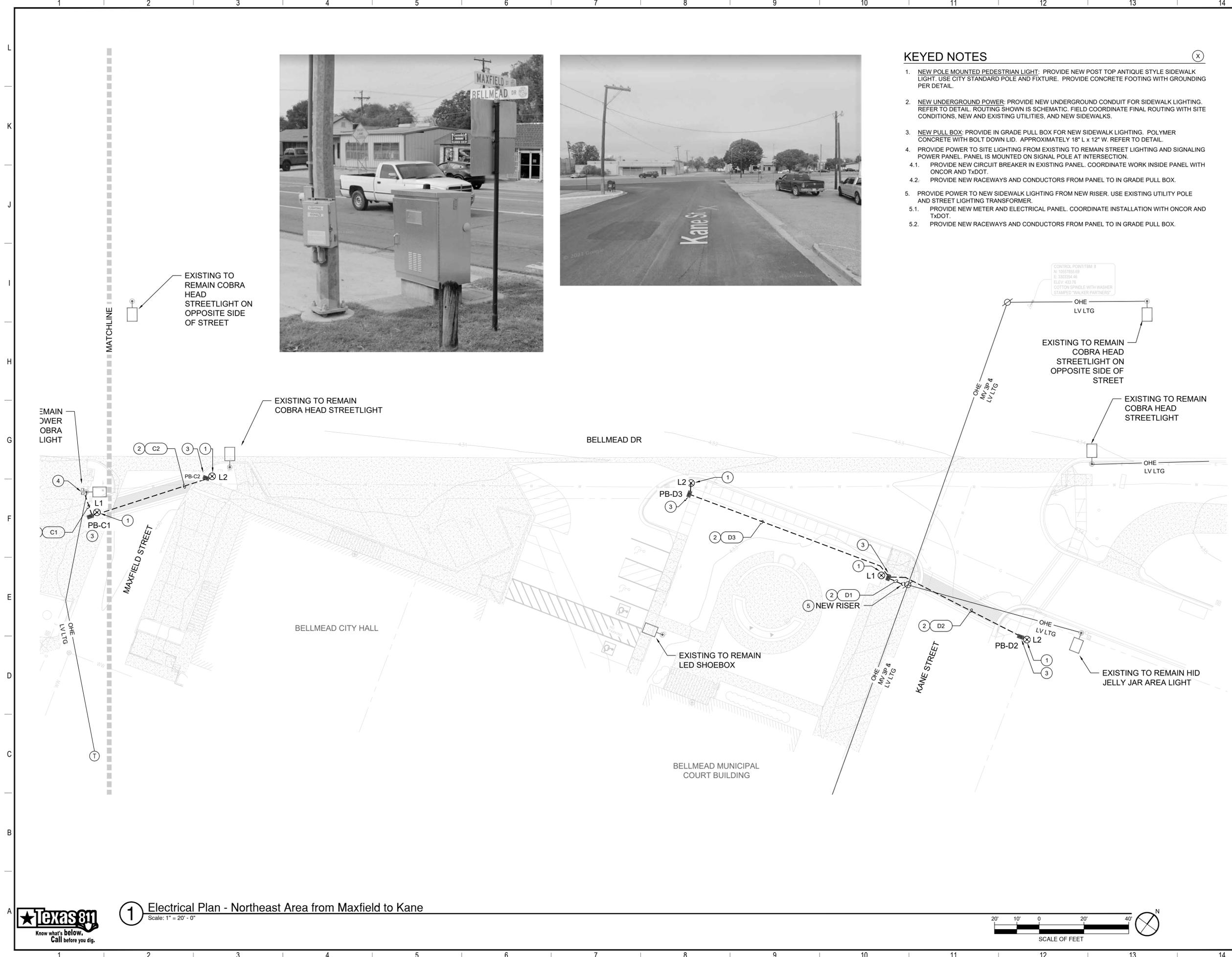
04/01/2022
 DATE NAME

DESIGNED	JPB
DRAFTED	MLL
CHECKED	MLL
PROJECT NO.	1-03457
DRAWING NO.	E103

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KEYED NOTES

1. NEW POLE MOUNTED PEDESTRIAN LIGHT: PROVIDE NEW POST TOP ANTIQUE STYLE SIDEWALK LIGHT. USE CITY STANDARD POLE AND FIXTURE. PROVIDE CONCRETE FOOTING WITH GROUNDING PER DETAIL.
2. NEW UNDERGROUND POWER: PROVIDE NEW UNDERGROUND CONDUIT FOR SIDEWALK LIGHTING. REFER TO DETAIL. ROUTING SHOWN IS SCHEMATIC. FIELD COORDINATE FINAL ROUTING WITH SITE CONDITIONS, NEW AND EXISTING UTILITIES, AND NEW SIDEWALKS.
3. NEW PULL BOX: PROVIDE IN GRADE PULL BOX FOR NEW SIDEWALK LIGHTING. POLYMER CONCRETE WITH BOLT DOWN LID. APPROXIMATELY 18" L x 12" W. REFER TO DETAIL.
4. PROVIDE POWER TO SITE LIGHTING FROM EXISTING TO REMAIN STREET LIGHTING AND SIGNALING POWER PANEL. PANEL IS MOUNTED ON SIGNAL POLE AT INTERSECTION.
 - 4.1. PROVIDE NEW CIRCUIT BREAKER IN EXISTING PANEL. COORDINATE WORK INSIDE PANEL WITH ONCOR AND TxDOT.
 - 4.2. PROVIDE NEW RACEWAYS AND CONDUCTORS FROM PANEL TO IN GRADE PULL BOX.
5. PROVIDE POWER TO NEW SIDEWALK LIGHTING FROM NEW RISER. USE EXISTING UTILITY POLE AND STREET LIGHTING TRANSFORMER.
 - 5.1. PROVIDE NEW METER AND ELECTRICAL PANEL. COORDINATE INSTALLATION WITH ONCOR AND TxDOT.
 - 5.2. PROVIDE NEW RACEWAYS AND CONDUCTORS FROM PANEL TO IN GRADE PULL BOX.

LEGEND

- ⊗ NEW ANTIQUE POST TOP
- NEW PULL BOX
- ⊕ POWER POLE
- EXISTING LIGHT
- UNDERGROUND LIGHTING

GENERAL NOTES:

1. SEE E100 AND 101 FOR GENERAL NOTES

1 = CABLE TAG
SEE SCHEDULE ON E302

REV.	DESCRIPTION	DATE

LLOYD ENGINEERING, LLC
 6202 Sandalwood Cove • Austin, TX 78757
 512.775.5745 • Firm No.: F-19341

Walker Partners
 engineers • surveyors
T.D.P.E. Registration No. 9053

CITY OF BELLMEAD

BELLMEAD DRIVE STREETScape IMPROVEMENTS

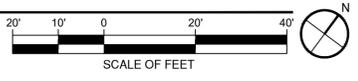
ELECTRICAL PLAN NORTHWEST AREA

DATE: 04/01/2022 NAME: *[Signature]*

	DESIGNED	JPB
	DRAFTED	MLL
	CHECKED	MLL
	PROJECT NO.	1-03457
DRAWING NO.		E104

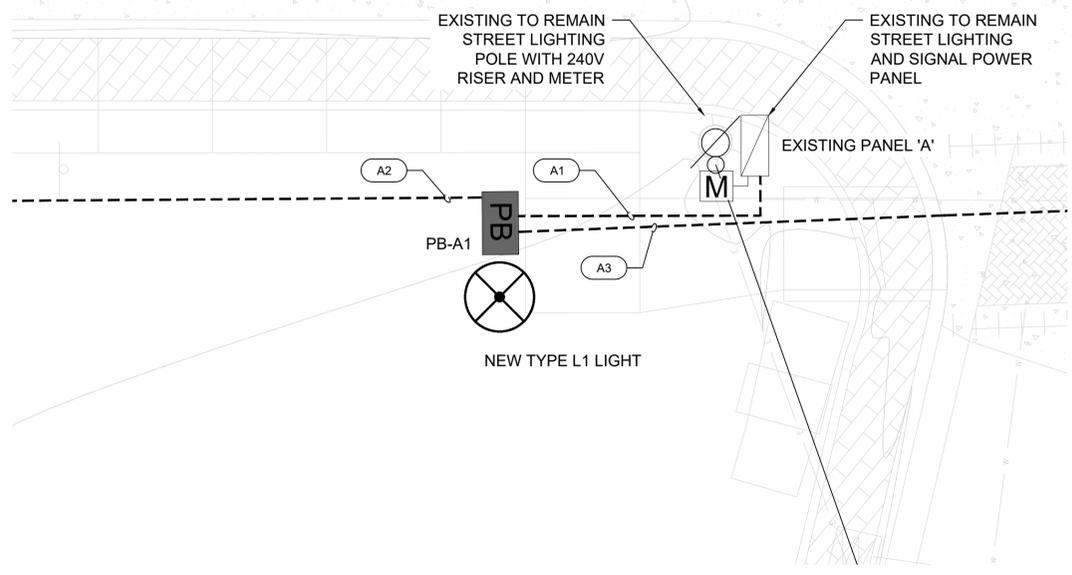


1 Electrical Plan - Northeast Area from Maxfield to Kane
 Scale: 1" = 20' - 0"

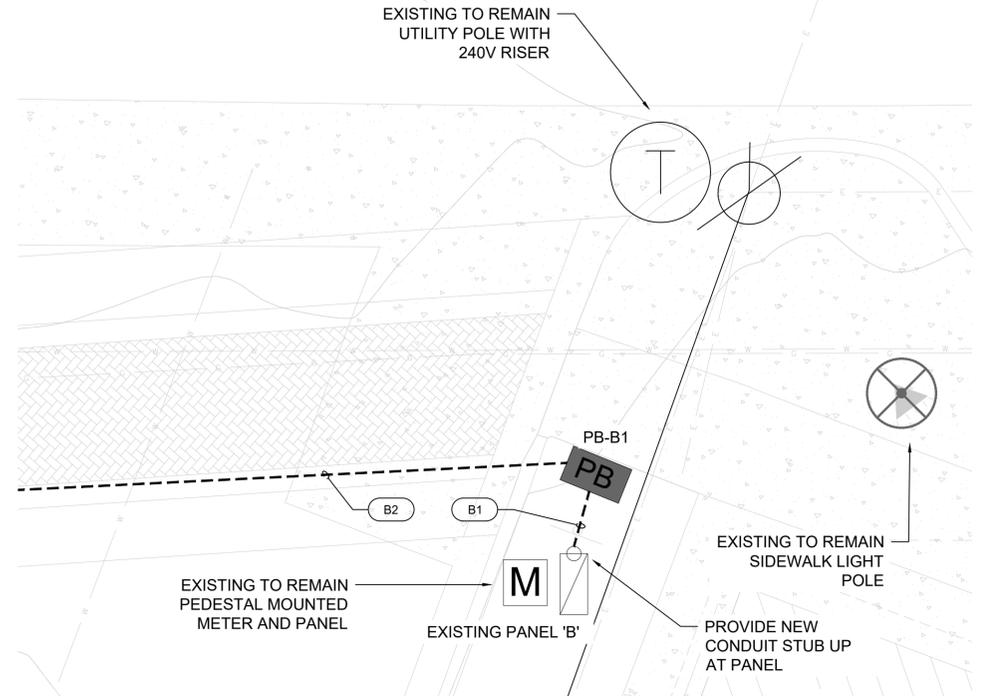


C:\USERS\MICHA\DOCUMENTS\LLOYD ENGINEERING\PROJECTS\2021\21027 BELLMEAD DR. STREETSCAPE\05-DWG\EX-DETAILS.DWG, E201, 4/1/2022 1:41:42 PM, micha

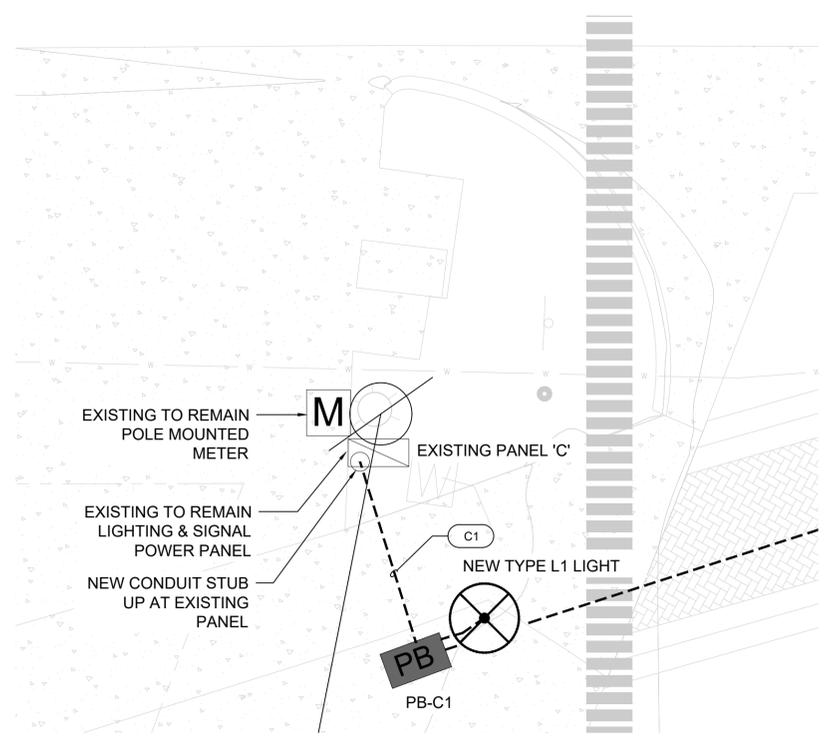
- LEGEND**
- ⊗ NEW ANTIQUE POST TOP
 - NEW PULL BOX
 - ⊕ POWER POLE
 - EXISTING LIGHT
 - UNDERGROUND LIGHTING



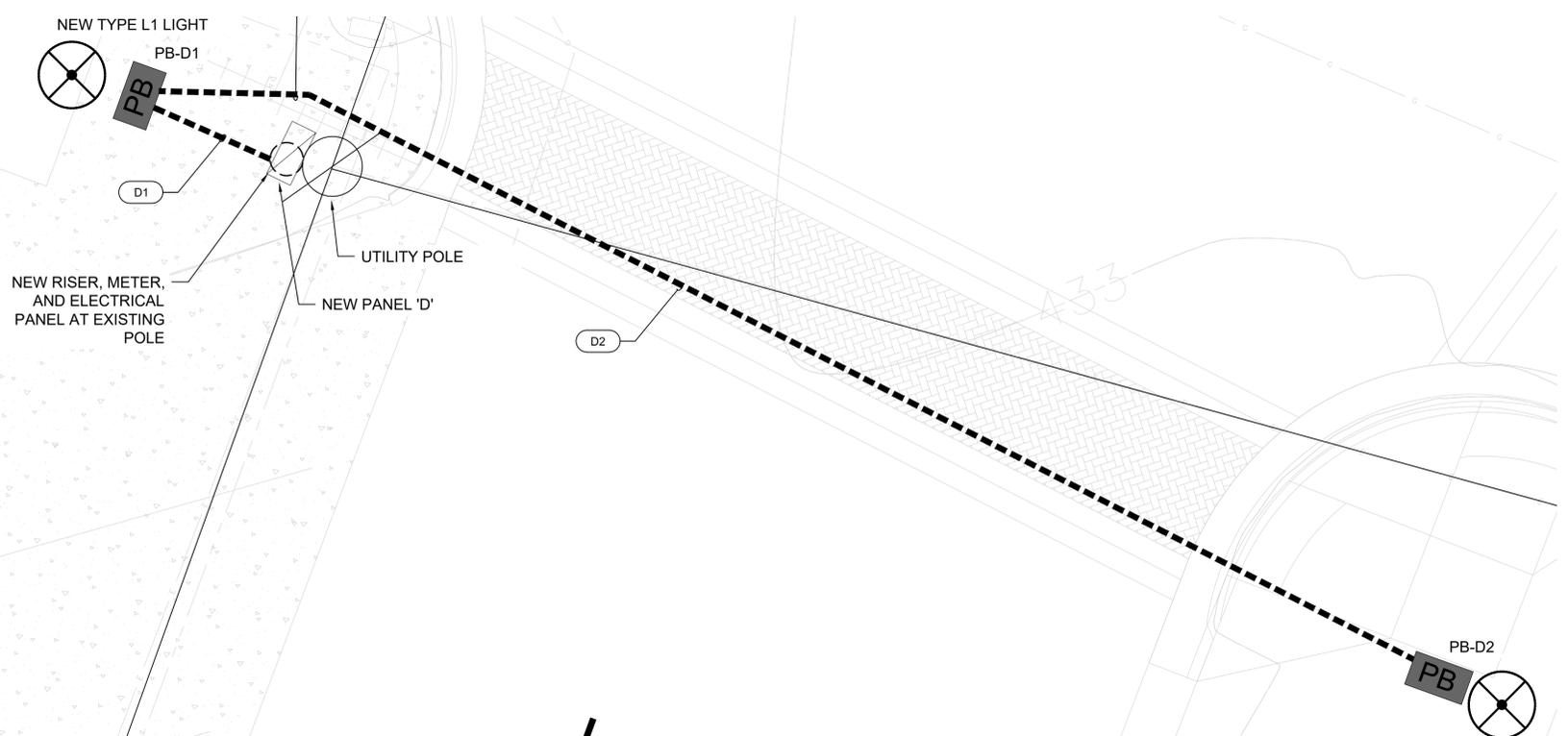
1 Electrical Plan - Sidewalk Lighting Power Source at Hogan
Scale: 1/4" = 1' - 0"
SCALE OF FEET



2 Electrical Plan - Sidewalk Lighting Power Source at La Clede
Scale: 1/4" = 1' - 0"
SCALE OF FEET



3 Electrical Plan - Sidewalk Ltg Pwr at Maxfield
Scale: 1/4" = 1' - 0"
SCALE OF FEET



4 Electrical Plan - Sidewalk Lighting Power Source at Kane
Scale: 1/4" = 1' - 0"
SCALE OF FEET

REV.	DESCRIPTION	DATE

LLOYD ENGINEERING, LLC
6202 Sandalwood Cove • Austin, TX 78757
512.775.5745 • Firm No.: F-19341

Walker Partners
engineers • surveyors
T.D.P.E. Registration No. 9050

CITY OF BELLMEAD

BELLMEAD DRIVE STREETSCAPING IMPROVEMENTS

ELECTRICAL ENLARGED VIEWS AT PANELS

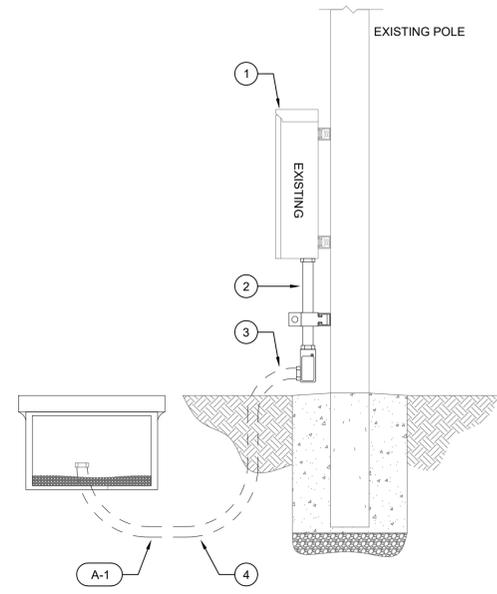
04/01/2022 DATE NAME

MICHAEL L. LLOYD
93737
LICENSED PROFESSIONAL ENGINEER

DESIGNED	JPB
DRAFTED	MLL
CHECKED	MLL
PROJECT NO.	1-03457
DRAWING NO.	E201



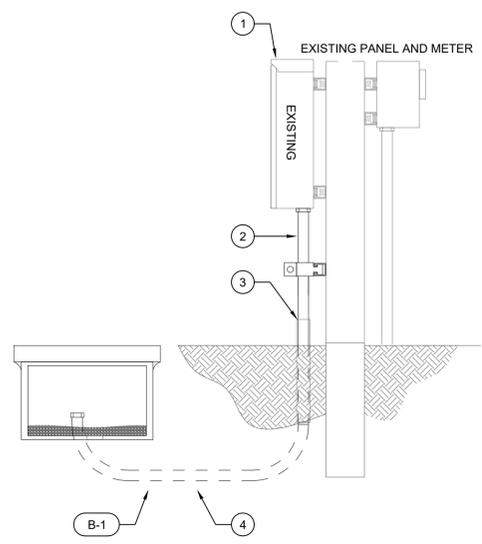
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GENERAL NOTES:
 1. THIS RISER IS SCHEMATIC, AND IS SHOWN FOR REFERENCE AND PLANNING. CONTRACTOR TO FIELD DETERMINE BEST CONDUIT ROUTING AND ATTACHMENT METHODS.

KEYED NOTES:
 1. PROVIDE NEW LIGHTING BRANCH CIRCUIT FROM EXISTING TxDOT LIGHTING AND SIGNAL PANEL.
 2. PROVIDE NEW RGS CONDUIT ABOVE GRADE. WRAP RGS CONDUIT FROM 6" ABOVE GRADE TO COUPLING FOR TRANSITION TO PVC CONDUIT.
 3. OFFSET CONDUIT NEAR GROUND LEVEL TO AVOID EXISTING CONCRETE FOOTING. METHOD SHOWN IS DIAGRAMMATIC. CONTRACTOR TO FIELD DETERMINE BEST CONDUIT ROUTING.
 4. TRANSITION TO PVC CONDUIT BELOW GRADE AND ROUTE CONDUIT TO IN GRADE PULL BOX.

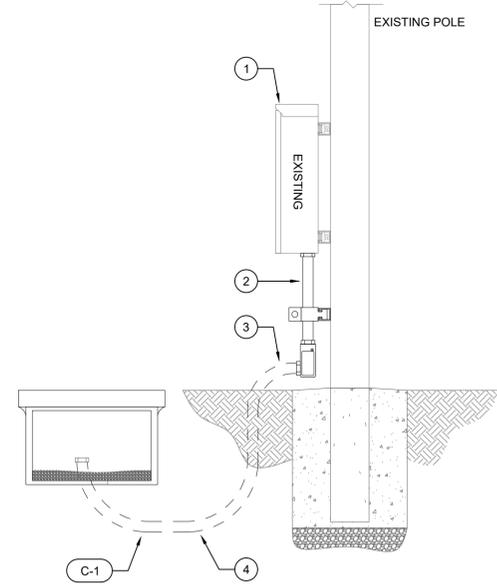
1 ELECTRICAL RISER AT HOGAN



GENERAL NOTES:
 1. THIS RISER IS SCHEMATIC, AND IS SHOWN FOR REFERENCE AND PLANNING. CONTRACTOR TO FIELD DETERMINE BEST CONDUIT ROUTING AND ATTACHMENT METHODS.

KEYED NOTES:
 1. PROVIDE NEW LIGHTING BRANCH CIRCUIT FROM EXISTING TxDOT LIGHTING AND SIGNAL PANEL.
 2. PROVIDE NEW RGS CONDUIT ABOVE GRADE.
 3. WRAP RGS CONDUIT FROM 6" ABOVE GRADE TO COUPLING FOR TRANSITION TO PVC CONDUIT.
 4. TRANSITION TO PVC CONDUIT BELOW GRADE AND ROUTE CONDUIT TO IN GRADE PULL BOX.

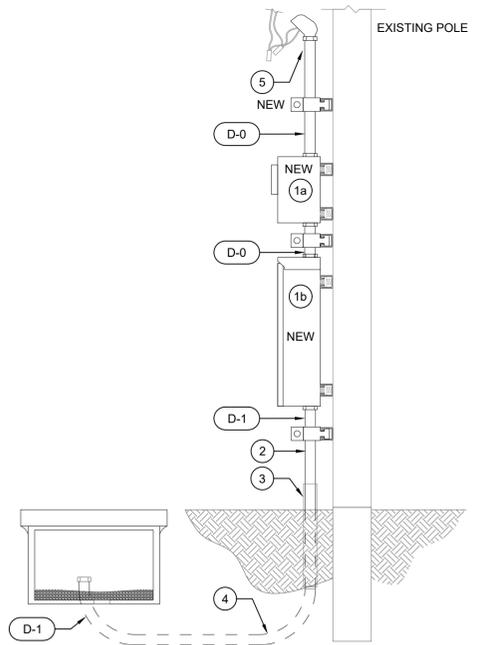
2 ELECTRICAL RISER AT LA CLEDE



GENERAL NOTES:
 1. THIS RISER IS SCHEMATIC, AND IS SHOWN FOR REFERENCE AND PLANNING. CONTRACTOR TO FIELD DETERMINE BEST CONDUIT ROUTING AND ATTACHMENT METHODS.

KEYED NOTES:
 1. PROVIDE NEW LIGHTING BRANCH CIRCUIT FROM EXISTING TxDOT LIGHTING AND SIGNAL PANEL.
 2. PROVIDE NEW RGS CONDUIT ABOVE GRADE. WRAP RGS CONDUIT FROM 6" ABOVE GRADE TO COUPLING FOR TRANSITION TO PVC CONDUIT.
 3. OFFSET CONDUIT NEAR GROUND LEVEL TO AVOID EXISTING CONCRETE FOOTING. METHOD SHOWN IS DIAGRAMMATIC. CONTRACTOR TO FIELD DETERMINE BEST CONDUIT ROUTING.
 4. TRANSITION TO PVC CONDUIT BELOW GRADE AND ROUTE CONDUIT TO IN GRADE PULL BOX.

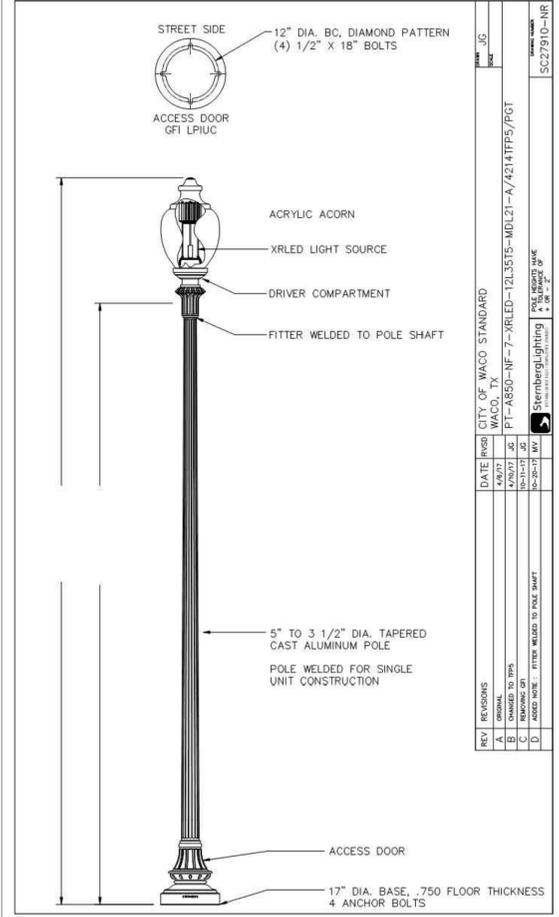
3 ELECTRICAL RISER AT MAXFIELD



GENERAL NOTES:
 1. THIS RISER IS SCHEMATIC, AND IS SHOWN FOR REFERENCE AND PLANNING. CONTRACTOR TO FIELD DETERMINE BEST CONDUIT ROUTING AND ATTACHMENT METHODS.

KEYED NOTES:
 1. PROVIDE NEW METER AND BRANCH PANEL.
 1.a. PROVIDE METER PER ONCOR SPECIFICATIONS.
 1.b. PROVIDE 60A, 240V, 1PH, 3W+G PANEL WITH MIN 12 BREAKER MOUNTING SPACES AND LOCKABLE NEMA 3R ENCLOSURE.
 2. PROVIDE NEW RGS CONDUIT ABOVE GRADE.
 3. WRAP RGS CONDUIT FROM 6" ABOVE GRADE TO COUPLING FOR TRANSITION TO PVC CONDUIT.
 4. TRANSITION TO PVC CONDUIT BELOW GRADE AND ROUTE CONDUIT TO IN GRADE PULL BOX.
 5. PROVIDE NEW RISER AND WEATHER-HEAD. COORDINATE SCOPE WITH ONCOR.

4 ELECTRICAL RISER AT KANE



GENERAL NOTES:
 1. THIS SHOP DRAWING WAS PRODUCED BY STERNBERG LIGHTING FOR THE CITY OF WACO AND SHOWS THE CITY STANDARD PRODUCT.
 2. PROVIDE 10FT POLES FOR THE PEDESTRIAN LIGHTS TYPE L1 AND L2 ON THIS PROJECT.
 3. DO NOT USE DIMENSIONS SHOWN ON THIS DETAIL FOR CONSTRUCTION. THIS DETAIL IS FOR REFERENCE ONLY.

5 CITY STANDARD STREET LIGHT

DATE	04/01/2022	BY	JPB
DESIGNED BY	MLL	CHECKED BY	MLL
DRAWN BY	MLL	PROJECT NO.	1-03457
SCALE	AS SHOWN	DRAWING NO.	E301

REV.	DESCRIPTION	DATE

LLOYD ENGINEERING, LLC
 8202 Sandalwood Cove • Austin, TX 78757
 512.775.5745 • Firm No.: F-19341

Walker Partners
 engineers • surveyors
 T.D.P.E. Registration No. 9050

CITY OF BELLMEAD

**BELLMead DRIVE
 STREETSCAPING
 IMPROVEMENTS**

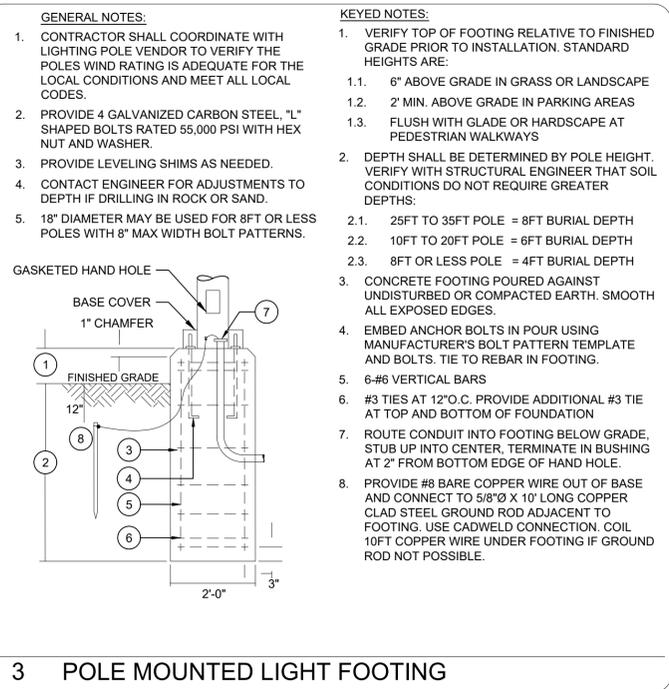
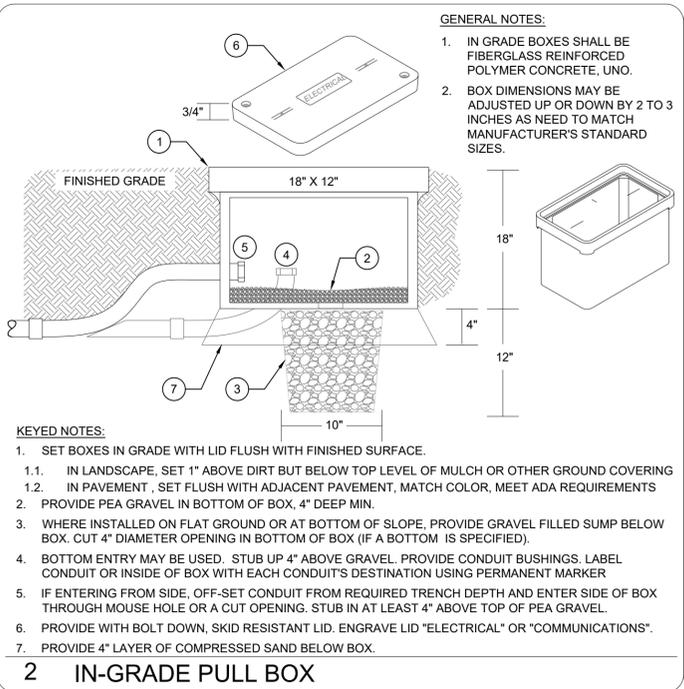
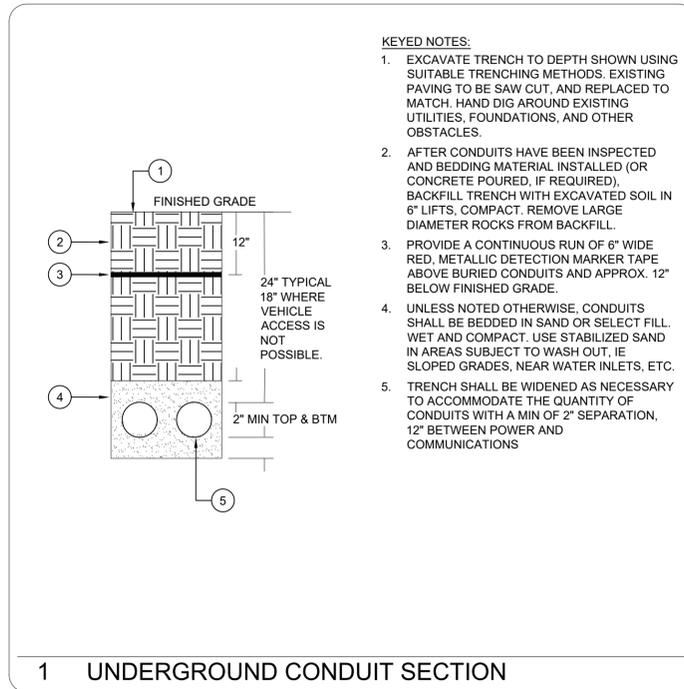
ELECTRICAL RISER DIAGRAMS

DATE: 04/01/2022
 NAME: [Signature]

DESIGNED	JPB
DRAFTED	MLL
CHECKED	MLL
PROJECT NO.	1-03457
DRAWING NO.	E301



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1 UNDERGROUND CONDUIT SECTION

2 IN-GRADE PULL BOX

3 POLE MOUNTED LIGHT FOOTING

LIGHTING FIXTURE SCHEDULE										
ID TAG	TYPE	MANUFACTURER	CATALOG NO.	MOUNTING	LIGHT SOURCE			FIXTURE WATTS	VOLTS	NOTES
					TYPE	COLOR	LUMENS			
L1	Antique Acorn Street Light, Type 3 Distribution	STERNBERG LIGHTING	PT-A850-NF-7-XRLED-12L35T3-MDL21 A/42xTFP5/PGT W/ INTEGRAL PHOTOCCELL	POLE	LED	3500	4000	100	MVOLT	See CoW Detail Provide photocell
L2	Antique Acorn Street Light, Type 5 Distribution	STERNBERG LIGHTING	PT-A850-NF-7-XRLED-12L35T5-MDL21 A/42xTFP5/PGT W/ INTEGRAL PHOTOCCELL	POLE	LED	3500	4000	100	MVOLT	See CoW Detail Provide photocell
	10FT DECORATIVE POLE	STERNBERG LIGHTING	5" TO 3.5" DIA TAPERED CAST ALUMINUM POLE 4200 AUGUSTA SERIES 42-10-TFP5-PGT	CONC. FOOTING						Verify finish with City

LIGHTING NOTES:

- COORDINATE FIXTURE COLOR SELECTION WITH CITY PRIOR TO PURCHASE.
- CAT NO. SHOWN INCLUDES ONLY BASIC REQUIREMENTS. PROVIDE ALL NECESSARY LAMPS, ACCESSORIES AND MOUNTING HARDWARE REQUIRED FOR A COMPLETE INSTALLATION.

CABLE SCHEDULE																	
ID TAG	DESCRIPTION	ROUTING		CONDUCTORS				CONDUIT			ELECTRICAL				NOTES	ID TAG	
		FROM	TO	QTY	SIZE	GND	SPEC	QTY	SIZE	SPEC	DISTANCE	OCPD	FLA	VA			VOLTAGE
A-1	Sidewalk Ltg at Hogan and Bellmead	Existing Panel 'A'	Pull Box PB-A1	2	#10	#10	CU, THWN	1	1"	RGS/PVC	10	20	5	600	120	1	A-1
A-2	Sidewalk Ltg SW of Hogan	Pull Box PB-A1	Pull Box PB-A5	2	#10	#10	CU, THWN	1	1"	PVC	300	20	4	500	120	1	A-2
A-3	Sidewalk Ltg NE of Hogan	Hogan & Bellmead	Pull Box PB-A6	2	#10	#10	CU, THWN	1	1"	PVC	95	20	1	100	120	1	A-3
B-1	Sidewalk Ltg at La Clede and Bellmead	Existing Panel 'B'	Pull Box PB-B1	2	#12	#12	CU, THWN	1	1"	RGS/PVC	10	20	1	100	120	1	B-1
B-2	Sidewalk Ltg at La Clede and Bellmead	Pull Box PB-B1	Pull Box PB-B2	2	#12	#12	CU, THWN	1	1"	PVC	60	20	1	100	120	1	B-2
C-1	Sidewalk Ltg at Maxfield and Bellmead	Existing Panel 'C'	Pull Box PB-C1	2	#10	#10	CU, THWN	1	1"	RGS/PVC	10	20	2	200	120	1	C-1
C-2	Sidewalk Ltg NE of Maxfield	Pull Box PB-C1	Pull Box PB-C2	2	#10	#10	CU, THWN	1	1"	PVC	50	20	2	200	120	1	C-2
D-0	New Kane Street Lighting Panel Feed	Utility Riser	New Panel 'D'	3	#6	#10	CU, THWN	1	1.25	RGS	10	60	3	300	240	1	D-0
D-1	Sidewalk Ltg at Kane and Bellmead	New Riser and Panel 'D'	Pull Box PB-D1	2	#10	#10	CU, THWN	1	1"	RGS/PVC	10	20	3	300	120	1	D-1
D-2	Sidewalk Ltg North of Kane	Pull Box PB-D1	Pull Box PB-D2	2	#10	#10	CU, THWN	1	1"	PVC	70	20	1	100	120	1	D-2
D-3	Sidewalk Ltg South of Kane	Pull Box PB-D1	Pull Box PB-D3	2	#10	#10	CU, THWN	1	1"	PVC	100	20	1	100	120	1	D-3

PANEL D																							
BUS RATING: 100 Amps			VOLTAGE: 240/120 V			MAIN: 60 A			ENCLOSURE RATING: NEMA 3R														
FDR RATING: 60 Amps			PHASE: 1 φ			SCCR RATING: 10 KA			PANEL MOUNTING: SURFACE														
LOAD (VA)						CKT NO.	LOAD DESCRIPTION	CB AMP/POLE	CB OPT	φ	CB AMP/POLE	LOAD SERVED	LOAD (VA)										
LIGHT	RECPT	CONT	NON-CN	MOTOR	KITCH								LIGHT	RECPT	CONT	NON-CN	MOTOR	KITCH					
300						1	Pedestrian Lighting: Kane and Bellmead	20/1		A	20/1	Spare											
						3	Spare	20/1		B	20/1	Spare											
						5	Spare	20/1		A	20/1	Spare											
						7				B													
						9				A													
						11				B													
PANEL VA PER PHASE						TOTAL PANEL KVA																	
LIGHT	RECPT	CONT	NON-CN	MOTOR	KITCH	TOTAL						LIGHT	RECPT	CONT	NON-CN	MOTOR	KITCH						
300	0	0	0	0	0	0						0.3	0.0	0.0	0.0	0.0	0.0						
0	0	0	0	0	0	0						1.25	10k+5	1.25	1	1.25	HP	0.65					
						0						0.4	0.0	0.0	0.0	0.0	0.0						
THREE PHASE SUM						THREE PHASE TOTAL (VA)						NEC DEMAND KVA						DEMAND AMPERAGE					
300						300						0.4						1.6					

CIRCUIT BREAKER OPTIONS (CB OPT): AF - ARC FAULT TRIP GF - GROUND FAULT N - NEW CKT NB - NEW BREAKER ST - SHUNT TRIP L - LOCKING HASP LSIG - LONG, SHORT, INST GROUND TRIP SETTINGS

VOLTAGE DROP CALCULATIONS											
CIRCUIT ID	LENGTH IN FEET	WIRE SIZE	POWER IN VA	AMPS	RESISTANCE (OHMS/Kft)	SOURCE VOLTAGE	PHASE	VOLTAGE DROP	% DROP	VOLTAGE AT LOAD	
A-1	10	#10	600.0	5.0	1.2100	120	1	0.12	0.10%	119.88	
A-2	300	#10	500.0	4.2	1.2100	120	1	3.03	2.52%	116.98	
A-3	95	#10	100.0	0.8	1.2100	120	1	0.19	0.16%	119.81	
B-1	4	#10	100.0	0.8	1.9300	120	1	0.03	0.03%	119.97	
B-2	5	#10	100.0	0.8	1.9300	120	1	0.19	0.16%	119.81	
C-1	6	#10	200.0	1.7	1.2100	120	1	0.04	0.03%	119.96	
C-2	7	#10	200.0	1.7	1.2100	120	1	0.20	0.17%	119.80	
D-1	8	#10	300.0	2.5	1.2100	120	1	0.06	0.05%	119.94	
D-2	9	#10	100.0	0.8	1.2100	120	1	0.14	0.12%	119.86	
D-3	10	#10	100.0	0.8	1.2100	120	1	0.20	0.17%	119.80	

REV.	DESCRIPTION	DATE

LLOYD ENGINEERING LLC
 6202 Sandalwood Cove • Austin, TX 78757
 512.775.5745 • Firm No.: F-19341

Walker Partners
 engineers • surveyors
 T.D.P.E. Registration No. 9053

CITY OF BELLMEAD

BELLMEAD DRIVE STREETSCAPING IMPROVEMENTS

ELECTRICAL DETAILS AND SCHEDULES

04/01/2022
 DATE: _____ NAME: _____

DESIGNED: JPB
 DRAFTED: MLL
 CHECKED: MLL
 PROJECT NO: 1-03457
 DRAWING NO: **E302**

MICHAEL L. LLOYD
 93737 LICENSED PROFESSIONAL ENGINEER

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Walker Partners, LLC
Bid Tabulation

City of Bellmead
Bellmead Drive Streetscaping Improvements
Project No.: 1-03457.00 | TxCDBG #7220112
Thursday, May 5, 2022 / 2:00 PM

Bidders

Item No.	Bid Item Description	Estimated		Quality W Contractors LLC		Cald & A Consulting Co., LLC.		HCS Inc. Commercial General Contractor	
		Quantities	Measure	Unit Price	Unit Amount	Unit Price	Unit Amount	Unit Price	Unit Amount
1.00	General Conditions								
1.01	Mobilization, Traffic Handling, and Incidentals	1	LS	43,943.00	43,943.00	45,000.00	45,000.00	33,000.00	33,000.00
1.02	Stormwater Pollution Prevention Plan	1	LS	1,200.00	1,200.00	4,500.00	4,500.00	2,000.00	2,000.00
1.03	Implementation	1	LS	4,700.00	4,700.00	4,200.00	4,200.00	4,000.00	4,000.00
	Subtotal General Conditions				49,843.00		53,700.00		39,000.00
2.00	Demolition								
2.01	Remove and Replace Brick Pavers	1,340	SY	7.00	9,380.00	30.00	40,200.00	55.00	73,700.00
2.02	Remove Existing Concrete	35	SY	104.00	3,640.00	175.00	6,125.00	150.00	5,250.00
2.03	Remove Existing Signage	3	EA	479.00	1,437.00	800.00	2,400.00	150.00	450.00
	Subtotal Demolition				14,457.00		48,725.00		79,400.00
3.00	Sidewalk Improvements								
3.01	Concrete Sidewalk	640	SY	87.00	55,680.00	155.00	99,200.00	120.00	76,800.00
3.02	Accessible Ramps	20	EA	2,667.00	53,340.00	3,500.00	70,000.00	4,000.00	80,000.00
3.03	Install Decorative Crosswalk	175	LF	167.00	29,225.00	45.00	7,875.00	300.00	52,500.00
3.04	Relocate Existing Signage	3	EA	1,197.00	3,591.00	2,500.00	7,500.00	250.00	750.00
3.05	Striping	1	LS	5,600.00	5,600.00	1,500.00	1,500.00	5,000.00	5,000.00
	Subtotal Sidewalk Improvements				147,436.00		186,075.00		215,050.00
4.00	Electrical Improvements								
4.01	Antique Acorn Street Light	12	EA	8,928.00	107,136.00	3,500.00	42,000.00	7,500.00	90,000.00
4.02	In-Grade Pull Box	12	EA	3,034.00	36,408.00	2,200.00	26,400.00	2,600.00	31,200.00
4.03	#6 Wire	30	LF	11.00	330.00	18.00	540.00	10.00	300.00
4.04	#10 Wire	1,935	LF	2.00	3,870.00	22.00	42,570.00	2.85	5,514.75
4.05	#20 Wire	210	LF	2.00	420.00	31.00	6,510.00	1.75	367.50
4.06	1" Conduit	715	LF	50.00	35,750.00	46.00	32,890.00	45.00	32,175.00
4.07	1.25" Conduit	10	LF	72.00	720.00	72.00	720.00	65.00	650.00
4.08	Connect to Existing Power	4	EA	1,705.00	6,820.00	1,200.00	4,800.00	1,550.00	6,200.00
	Subtotal Electrical Improvements				191,454.00		156,430.00		166,407.25
	Total Bid				\$403,190.00		\$444,930.00		\$499,857.25

Substantial Completion: 120 Calendar Days 120 Calendar Days 90 Calendar Days

- 1 Cald & A Consulting : Item No. 2.01 on bid form \$42,200.00
- 2 Cald & A Consulting : Subtotal Demolition on bid form \$46,725.00
- 3 Cald & A Consulting : Subtotal Electrical Improvements on bid form \$163,580.00
- 4 Cald & A Consulting : Total bid on bid form \$452,080.00