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500 N. Brand Blvd. Suite 1000  
Glendale, CA 91203 USA

tel: 888.366.4911  
fax: 818.484.2299

www.everbridge.com

**QUOTATION**

Quote Number: 00018377  
**Confidential**  
1 of 2

**Prepared for:** Susan Gomez  
County of Wise, Texas  
, TX  
(940) 627-5971 ext. 227  
gomezs@sheriff.co.wise.tx.us

**Quotation Date:** September 15, 2015  
**Quote Expiration Date:** October 15, 2015  
**Rep:** Ethel Olague  
(818) 230-9752  
ethel.olague@everbridgemail.com

**Contract Summary Information**

**Contract Period:** 1 Year  
**Contract Start Date:** October 1, 2015  
**Contract End Date:** September 30, 2016

**MN Contacts up to:** 69,930  
**MN Households up to:** 27,000

**ANNUAL SUBSCRIPTION - See attached Product Inclusion Sheet/s for product details.**

<u>Service</u>	<u>Fee Type</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
Everbridge Mass Notification (MN) with Unlimited Domestic Minutes	Recurring	1	\$21,000.00	\$19,000.00

**PREMIUM FEATURES / USAGE**

<u>Service</u>	<u>Fee Type</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
Smart Weather Alerting (includes 1 location in base weather subscription)	Recurring	1	\$3,120.00	\$1,500.00



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**Pricing Summary:**

Year One Fees\*: \$20,500.00

One-time Implementation and Set Up Fees: \$0.00

**Total Year One Fees: \$20,500.00**

1. Additional rates apply for all international calls.
2. Quote subject to terms & conditions of GSA Contract No. GS-35F-0692P and the GSA Approved End User License Agreement ("EULA"), the latter of which is attached hereto and incorporated by reference.
3. Subject to sales taxes where applicable.
4. The supplemental notes below, if any, supplied in this Quote are for informational purposes and not intended to be legally binding or override GSA Contract No. GS-35F-0692P, or the EULA.

(\*Year One Fees are the total of the first year annual subscription fees and any one-time fees, i.e., Professional Services.)

**Supplemental Notes:**

- This quote assists Wise County TX in exercising their optional year 2 of the 4 written into the original contract signed in 2013.

**Authorized by Everbridge:**

**To accept this quote, sign, date and return:**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Authorized Signature Date

\_\_\_\_\_  
Print Name Title

\_\_\_\_\_  
Print Name Title



## **Everbridge Mass Notification**

Everbridge Mass Notification allows users to send notifications to individuals or groups using lists, locations, and visual intelligence. Everbridge Mass Notification is supported by state-of-the-art security protocols, an elastic infrastructure, advanced mobility, interactive reporting and analytics, adaptive people and resource mapping to mirror your organization, and true enterprise class data management capabilities to provide a wide array of data management options. Below is a list of key system inclusions with your new Everbridge Mass Notification system.

### **Usage**

Unlimited Domestic Emergency Alerts and Testing Messages

Unlimited Domestic Non-Emergency Alerts Messaging

\*Usage above applies to notifications generated through the Everbridge Manager user interface. Automated notifications are subject to additional fees.

### **Core Platform Access**

Unlimited Administrators for web-based portal to initiate messages, reporting, and administration

Unlimited Administrators for ContactBridge Application (iOS, Android) and Mobile Optimized Notification Site (for Blackberry, Windows 10, etc.)

Two (2) Organization with unlimited nested static and dynamic groups

Access to Everbridge Elastic Infrastructure for message delivery

Custom branded community opt-in portal with custom fields and opt-in subscriptions

Flexible role-based access controls to manage user permissions

Access to Real-Time Dashboard, Notifications Library, Everbridge Universe, and Custom Reporting

### **Key Notification Features**

Integrated GIS/Map-based, rule-based, group-based, or individual contact selection

Ability to send standard, polling, or on-the-fly 'One-Touch' Conference Call messages

One-screen broadcast creation workflow to speed message creation and reduce human error

Everbridge Network to access situational intelligence & notifications shared by other public and private groups

Publish notifications directly to Websites and services that support API access via HTTPS using 'Web Posting'

Contact filtering based on custom criteria

Map-based drawing and selection tools and imported shape files (e.g. Google Maps, Bing Maps, ESRI)

Automatic address geo-coding for contacts

Organization specific customizable caller ID, greetings, and broadcast settings

SMPP based SMS text messaging

Multi-language Text to Speech Engine and Custom Voice Recording

Real-time reporting for improved situational awareness and easier after action analysis

5 Live Operator Message Initiations per year

Interactive Dashboard for Organizational Activity Summary

Unlimited Notification Templates

Self-service Single Contact Record Adjustments

Self-service Contact Import via CSV Upload

Bulk Contact Management Automation via Secure FTP

### **Set-up, Implementation & Support**

Up to 10 total hours of a dedicated Implementation Specialist during a Standard Implementation

Self Service Administrative Set-up, Configuration and Default Preferences

Initial Member Data Upload and Test Broadcast Support

Unlimited Access to Everbridge University classes

24x7 Customer Support (phone, web, email)

Global Support/Operations Centers for Redundant Live Support

Dedicated Account Manager



## GSA Approved End User License Agreement

This End User License Agreement ("**Agreement**") is entered into by and between Everbridge, Inc. ("**Everbridge**"), and the client identified on the Quote ("**Customer**"), effective on the date of Customer's signature on the Quote ("**Effective Date**"). Everbridge and Customer are each hereinafter sometimes referred to as a "**Party**" and collectively, the "**Parties**".

**1. SERVICE.** Everbridge shall provide Customer access to its proprietary interactive communication service(s) (the "**Service(s)**") subject to the terms and conditions set forth in this Agreement and the description of services and pricing provided in the applicable quote (the "**Quote**"). If applicable, Everbridge shall provide the training and professional services set forth in the Quote. Everbridge shall provide Customer with login and password information for each User (as defined below) and will configure the Service to contact the maximum number of households (each a "**Contact**") set forth on the Quote.

**2. PAYMENT TERMS.** Customer shall pay the fees set forth in the Quote ("**Pricing**"). If Customer exceeds the usage levels specified in the Quote, then Everbridge may invoice Customer for any overages at the established rates. Everbridge shall invoice Customer annually in advance. All payments shall be made within thirty (30) days from receipt of invoice.

### **3. CUSTOMER RESPONSIBILITIES.**

**3.1 Users.** If Customer has purchased Mass Notification, Customer shall in its discretion authorize certain of its employees and contractors to access that Service. If Customer has purchased Incident Management, Customer shall authorize only those employees or contractors who are Incident Operators (as defined on Exhibit A) or Incident Administrators (as defined on Exhibit A) to access that Service. Collectively, Customer's employees and contractors who are authorized to access any Service as provided above are referred to as "**User(s)**". Each User must be bound in writing to confidentiality obligations sufficient to permit Customer to fully perform its obligations under this Agreement. Customer shall undergo the initial setup and training as set forth in the Implementation – Standard inclusion sheet provided with the Quote. The Implementation sheet provides a detailed list of the services included as part of the implementation purchased and the corresponding timelines. If Customer fails to complete the Implementation process within the sixty (60) day timeframe, Customer must purchase any additional implementation services. Customer shall be responsible for: (i) ensuring that Users maintain the confidentiality of all User login and password information; (ii) ensuring that Users use the Service in accordance with all applicable laws and regulations, including those relating to use of personal information; (iii) any breach of the terms of this Agreement by any User; and (iv) all communications by Users using the Service. Customer shall promptly notify Everbridge if it becomes aware of any User action or omission that would constitute a breach or violation of this Agreement.

**3.2 Customer Data.** "**Customer Data**" is all electronic data transmitted to Everbridge in connection with the use of the Service, including data submitted by Contacts. Customer Data provided by Customer shall be true, accurate, current and complete, and shall be in a form and format

specified by Everbridge. Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data. By purchasing the Service, Customer represents that it has the right to authorize and hereby does authorize Everbridge and its "Service Providers" to collect, store and process Customer Data subject to the terms of this Agreement. "**Service Providers**" shall mean communications carriers, data centers, collocation and hosting services providers, and content and data management providers that Everbridge uses in providing the Service. Customer shall maintain a copy of all Customer Contact data that it provides to Everbridge. Customer acknowledges that the Service is a passive conduit for the transmission of Customer Data and Everbridge shall have no liability for any errors or omissions or for any defamatory, libelous, offensive or otherwise objectionable or unlawful content in any Customer Data, or for any losses, damages, claims, suits or other actions arising out of or in connection with any Customer Data sent, accessed, posted or otherwise transmitted via the Service.

**4. TERM.** This Agreement will commence on the Effective Date and will continue in full force and effect until all executed Quotes have terminated.

### **5. TERMINATION; SUSPENSION.**

**5.1 Termination by Either Party.** [Intentionally Deleted]

**5.2 Termination by Everbridge.** [Intentionally Deleted]

**5.3 Suspension.** Everbridge may suspend, with or without notice, the Service or any portion for (i) emergency network repairs, threats to, or actual breach of network security; or (ii) any legal, regulatory, or governmental prohibition affecting the Service. In the event of a suspension, Everbridge shall use its best efforts to notify Customer and reactivate any affected portion of the Service as soon as possible.

### **6. PROPRIETARY RIGHTS.**

**6.1 Grant of License.** Everbridge hereby grants to Customer, during the term of this Agreement, a non-exclusive, non-transferable, non-sublicensable right to use the Service subject to the terms and conditions of this Agreement. Upon suspension of the Service or termination of this Agreement for any reason, the foregoing license shall terminate automatically and Customer shall discontinue all further use of the Service.

**6.2 Restrictions.** Customer shall use the Service solely for its internal business purposes and shall not make the Service available to, or use the Service for the benefit of, any third party except as expressly contemplated by this Agreement. Customer shall not: (i) copy, modify, reverse engineer, de-compile, disassemble or otherwise attempt to discover or replicate the computer source code and object code provided or used by Everbridge in connection with delivery of the Service (the "**Software**") or create derivative works based on the Software, the Service or any portion thereof; (ii) merge any of the foregoing with any third party software or services; (iii) use any Everbridge Confidential Information to create a product that competes with the

Software; (iv) remove, obscure or alter any proprietary notices or labels on the Software or any portion of the Service; (v) create internet "links" to or from the Service, or "frame" or "mirror" any content forming part of the Service, other than on Customer's own intranets for its own internal business purposes; (vi) use, post, transmit or introduce any device, software or routine (including viruses, worms or other harmful code) which interferes or attempts to interfere with the operation of the Service; (vii) use the Service in violation of any applicable law or regulation; or (viii) access the Service for purposes of monitoring Service availability, performance or functionality, or for any other benchmarking or competitive purposes.

**6.3 Reservation of Rights.** Other than as expressly set forth in this Agreement, Everbridge grants to Customer no license or other rights in or to the Service, the Software or any other proprietary technology, material or information made available to Customer through the Service or otherwise in connection with this Agreement (collectively, the "**Everbridge Technology**"), and all such rights are hereby expressly reserved. Everbridge (or its licensors where applicable) owns all rights, title and interest in and to the Service, the Software and any Everbridge Technology, and all patent, copyright, trade secret and other intellectual property rights ("**IP Rights**") therein, as well as (i) all feedback and other information (except for the Customer Data) provided to Everbridge by Users, Customer and Contacts, and (ii) all transactional, performance, derivative data and metadata generated in connection with the Services.

## **7. CONFIDENTIAL INFORMATION.**

**7.1 Definition; Protection.** As used herein, "**Confidential Information**" means all information of a Party ("**Disclosing Party**") disclosed to the other Party ("**Receiving Party**"), whether orally, in writing, or by inspection of tangible objects (including, without limitation, documents or prototypes), that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes without limitation, any personally identifiable Customer Data, all Everbridge Technology, and either Party's business and marketing plans, technology and technical information, product designs, reports and business processes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose other than performance or enforcement of this Agreement without the Disclosing Party's prior written consent, unless (but only to the extent) otherwise required by a governmental authority. Each Party agrees to protect the Confidential Information of the other Party with the same level of care that it uses to protect its own confidential information, but in no event less than a reasonable level of care. Without limiting the foregoing, this Agreement and all terms hereof shall be Everbridge's Confidential Information.

## **8. WARRANTIES; DISCLAIMER.**

**8.1 Everbridge Warranty.** Everbridge shall use commercially reasonable efforts to provide the Services herein contemplated. To the extent professional services are provided, Everbridge shall perform them in a professional manner consistent with industry standards.

**8.2 Disclaimer.** NEITHER EVERBRIDGE NOR ITS LICENSORS WARRANT THAT THE SERVICE WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL EVERBRIDGE HAVE ANY LIABILITY TO CUSTOMER, USERS, CONTACTS OR ANY THIRD PARTY FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE ARISING FROM FAILURE OF THE SERVICE TO DELIVER AN ELECTRONIC COMMUNICATION, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF EVERBRIDGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

**8.3 Customer Representations and Warranties.** Customer represents and warrants that during use of the Service, Customer shall (i) clearly and conspicuously notify Contacts of the way in which their personal information shall be used, and (ii) have primary safety and emergency response procedures including, without limitation, notifying 911 or equivalent fire, police, emergency medical and public health officials (collectively, "**First Responders**"). Customer acknowledges and agrees that Everbridge is not a First Responder, and that the Service does not serve as a substitute for Customer's own emergency response plan, which in the event of an actual or potential imminent threat to person or property, shall include contacting a First Responder prior to using the Service. Customer represents and warrants that all notifications sent through the Service shall be sent by authorized Users, and that the collection, storage and processing of Customer Data, and the use of the Service, as provided in this Agreement, will at all times comply with (x) Customer's own policies regarding privacy and protection of personal information; and (y) all applicable laws and regulations, including those related to processing, storage, use, disclosure, security, protection and handling of Customer Data.

## **9. INDEMNIFICATION.**

**9.1 By Customer.** [Intentionally Deleted]

**9.2 By Everbridge.** Everbridge shall indemnify and hold Customer harmless from and against any Claim against Customer, but only to the extent it is based on a Claim that the Service directly infringes an issued patent or other IP Right in a country in which the Service is actually provided to Customer. In the event Everbridge believes any Everbridge Technology is, or is likely to be the subject of an infringement claim, Everbridge shall have the option, at its own expense, to: (i) to procure for Customer the right to continue using the Service; (ii) replace same with a non-infringing service; (iii) modify such Service so that it becomes non-infringing; or (iv) refund any fees paid to Everbridge and terminate this Agreement without further liability. Everbridge shall have no liability for any Claim arising out of (w) Customer Data or other Customer supplied content, (x) use of the Service or Software in combination with other products, equipment, software or data not supplied by Everbridge, (y) any use, reproduction, or distribution of any release of the Service or Software other than the most current release made available to Customer, or (z) any modification of the Service or Software by any person other than Everbridge.

**10. LIMITATION OF LIABILITY.** Except for breaches of Section 6, neither Party shall have any liability to the other Party for any loss of use, interruption of business, lost profits, costs of substitute services, or for any other indirect, special, incidental, punitive, or consequential damages, however caused, under any theory of liability, and whether or not the Party has been advised of the possibility of such damage. Notwithstanding anything in this Agreement to the contrary, in no event shall Everbridge's aggregate liability, regardless of whether any action or claim is based on warranty, contract, tort, indemnification or otherwise, exceed amounts actually paid by Customer to Everbridge hereunder during the 12 month period prior to the event giving rise to such liability. Customer understands and agrees that these liability limits reflect the allocation of risk between the Parties and are essential elements of the basis of the bargain, the absence of which would require substantially different economic terms. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Agreement under any federal fraud statute. Furthermore, this clause shall not impair nor prejudice the U.S. Government's right to express remedies provided in the schedule contract (i.e. Price Reductions, Patent Indemnification, Liability for Injury or Damage, Price Adjustment, Failure to Provide Accurate Information).

#### **11. MISCELLANEOUS.**

**11.1 Non-Solicitation.** As additional protection for Everbridge's proprietary information, for so long as this Agreement remains in effect, and for one year thereafter, Customer agrees that it shall not, directly or indirectly, solicit, hire or attempt to solicit any employees of Everbridge; provided, that a general solicitation to the public for employment is not prohibited under this section.

**11.2 Force Majeure; Limitations.** Everbridge shall not be responsible for performance under this Agreement to the extent precluded by circumstances beyond Everbridge's reasonable control, including without limitation acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, labor problems, computer, telecommunications, Internet service provider or hosting facility failures, or delays involving hardware, software or power systems, and network intrusions or denial of service attacks. The Service delivers information for supported Contact paths to public and private networks and carriers, but cannot guarantee delivery of the information to the recipients. Final delivery of information to recipients is dependent on and is the responsibility of the designated public and private networks or carriers. Customer acknowledges and agrees that territories outside the U.S. and Canada may have territorial restrictions resulting from applicable law, telecommunications or internet infrastructure limitations, telecommunications or internet service provider policies, or communication device customizations that may inhibit or prevent the delivery of certain SMS, text or other notifications, or restrict the ability to place or receive certain calls such as outbound toll free calls. Everbridge shall have no liability to the extent such restrictions impede the Service.

**11.3 Waiver; Severability.** The failure of either Party hereto to enforce at any time any of the provisions or terms of this Agreement shall in no way be considered to be a waiver of such provisions. If any provision of this Agreement is found by

any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision shall, to the extent required, be deemed deleted and the remaining provisions shall continue in full force and effect.

**11.4 Assignment.** Neither this Agreement nor any rights granted hereunder may be sold, leased, assigned (including an assignment by operation of law), or otherwise transferred, in whole or in part, by Customer, and any such attempted assignment shall be void and of no effect without the advance written consent of Everbridge, which shall not be unreasonably withheld.

**11.5 Governing Law; Attorney's Fees.** This Agreement shall be governed and construed in accordance with the federal laws of the United States of America.

**11.6 Notices.** Either party may give notice at any time by any of the following: letter delivered by (i) nationally recognized overnight delivery service; (ii) first class postage prepaid mail; or (iii) certified or registered mail, (certified and first class mail deemed given following 2 business days after mailing) to the other party at the address set forth on the Quote. Either Party may change its address by giving notice as provided herein.

**11.7 No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.

**11.8 Entire Agreement.** [Intentionally Deleted]

**11.9 Marketing.** Everbridge shall obtain Customer's express written consent in order to reference Customer's name and logo as an Everbridge customer in Everbridge publications, its website, and other marketing materials.

**11.10 Survival.** Sections 2, 3.2, 5.2, 6, 7, 9-11 and the applicable provisions of Exhibit A shall survive the expiration or earlier termination of this Agreement.

**11.11 Counterparts.** This Agreement may be executed in one or more counterparts, all of which together shall constitute one original document. A facsimile transmission or copy of the original shall be as effective and enforceable as the original.

**11.12 Export Compliant.** Neither Party shall export, directly or indirectly, any technical data acquired from the other pursuant to this Agreement or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval.

**11.13 Equal Employment Opportunity.** Everbridge, Inc. is a government contractor and is subject to the requirements of Executive Order 11246, the Rehabilitation Assistance Act and VEVRAA. Pursuant to these requirements, the Equal Opportunity Clauses found at 41 Code of Federal Regulations sections 60-1.4(a) (1-7), sections 60-250.4(a-m), sections 60-300.5 (1-11) and sections 60-741.5 (a) (1-6) are incorporated herein by reference as though set forth at length, and made an express part of this Agreement.

Exhibit A

Additional Business Terms

The following additional business terms are incorporated by reference into the Agreement as applicable based on the particular products and services described in the Customer's Quote.

**"Data Feed"** means data content licensed by third parties to Everbridge and supplied to Customer through the Service (e.g., real time weather system information and warnings, and third party maps).

**"Incident Administrator"** means an individual who is authorized by Customer as an organizational administrator for the Incident Management Service.

**"Incident Operator"** means an individual who is authorized by Customer as an operator of the Incident Management Service.

**"Premium Features"** means the products and services listed on the Premium Feature List attached to the Quote.

- 1. Data Feeds; Other Data.** Notwithstanding anything to the contrary in this Agreement, to the extent that Customer has purchased or accesses Data Feeds, the sole and exclusive remedy for any failure, defect, or inability to access such Data Feed shall be to terminate the Data Feed with no further payments due. No refunds shall be granted with respect to such Data Feed. In addition, to the extent Customer has purchased a feature that allows Customer to monitor, and utilize information and data from other sources not supplied by Everbridge directly (e.g., Twitter) (collectively **"Other Data"**), Everbridge disclaims any and all liability of any kind or nature resulting from any inaccuracies or failures with respect to all Other Data.
- 2. Incident Management.** For Customers purchasing the Incident Management Service: (a) Customers may only designate the number of Incident Operators and Incident Administrators set forth on the Quote, and such individuals shall only have the access rights pursuant to such designation and role; (b) Incident Administrators shall have the ability to build incident templates, report on incidents, and launch incident notifications; (c) Incident Operators shall only have the ability to launch or manage incidents; and (d) Customer shall be provided the number of incident templates purchased pursuant to the Quote. If Customer exceeds the number of Incident Operators, Incident Administrators or incident templates purchased, Customer shall be charged the applicable fees then in effect for additional Incident Operators, Incident Administrators or incident templates, as applicable.

18f.

**LAW ENFORCEMENT AGENCY (LEA)  
APPLICATION FOR PARTICIPATION**

\*This application must be updated and resubmitted within 30 days of any changes or on an annual basis

NEW  UPDATE  SCREENER ID (Update Only): \_\_\_\_\_

AGENCY: WISE COUNTY SHERIFF'S OFFICE

PHYSICAL ADDRESS (No P.O. Box): 200 ROOK RAMSEY DR

MAILING ADDRESS (If different than above): \_\_\_\_\_

CITY: DECATUR STATE: TX

ZIP: 76234 EMAIL: WALLSB@SHEIRFF.CO.WISE.TX.US

PHONE: 940-627-5971 FAX: 940-627-3797

**NUMBER OF COMPENSATED OFFICERS WITH ARREST AND APPREHENSION AUTHORITY**

FULL-TIME: 80 PART-TIME: \_\_\_\_\_ RESERVE: \_\_\_\_\_

**SCREENER(S) POC: MUST HAVE AT LEAST ONE**

\*MAIN POC: Designated POC for calls and emails on 1033 Program requests and property pickup

SCREENER/MAIN POC: WALLS, BLAKE

SCREENER/POC #2: GOMEZ, CHUCK

SCREENER/POC #3: DOWNES, HEINRICH

SCREENER/POC #4: FERGUSON, ART

WEAPON POC (Optional): FERGUSON, ART

AIRCRAFT POC (Optional): \_\_\_\_\_

**INVENTORY CHECK**

Does the Agency currently have any equipment from the 1208/1033 Program? YES  NO

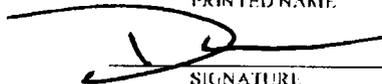
WEAPONS: YES  NO  AIRCRAFT: YES  NO  WATERCRAFT: YES  NO

TACTICAL VEHICLES: YES  NO  OTHER CONTROLLED PROPERTY: YES  NO  DEMIL A: YES  NO   
(LESS THAN A YEAR OLD)

\*By signing this application, the Chief Executive Official/Head of Agency (Local Field Office) is aware of 1208/1033 Property currently in the possession of their department.

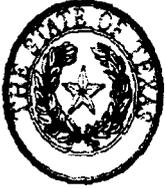
\*Upon acceptance into the 1033 Program, I understand that I have 30 days to familiarize myself with the State Plan of Operation and all 1033 Program guidance that is provided by the State Coordinator and that by signing, I certify that all information contained above is valid and accurate.

CHIEF EXECUTIVE OFFICIAL/: WALKER, DAVID DATE: \_\_\_\_\_  
HEAD OF LOCAL AGENCY PRINTED NAME

  
SIGNATURE

STATE COORDINATOR: Skylor Hearn DATE: \_\_\_\_\_  
(NOT REQUIRED FOR FEDERAL) PRINTED NAME

\_\_\_\_\_  
SIGNATURE



# TEXAS 1033 SURPLUS PROPERTY PROGRAM SUPPLEMENTAL DATA SHEET

Date: NOV 6, 2014

Agency: WISE COUNTY SHERIFF'S OFFICE

Phone: (940)6275971 Alternate Phone: ( ) -

Fax: (940)6273797

Website (if applicable): \_\_\_\_\_

Screener #1: SGT WALLS, BLAKE / WALLSB@SHERIFF.CO.WISE.TX.US  
RANK / NAME / E-MAIL ADDRESS

Screener #2: LT GOMEZ, CHUCK / GOMEZC@SHERIFF.CO.WISE.TX.US  
RANK / NAME / E-MAIL ADDRESS

Screener #3: LT DOWNES, HEINRICH / DOWNESH@SHERIFF.CO.WISE.TX.US  
RANK / NAME / E-MAIL ADDRESS

Screener #4: LT FERGUSON, ART / ART.FERGUSON@SHERIFF.CO.WISE.TX.US  
RANK / NAME / E-MAIL ADDRESS

Weapons Officer: LT FERGUSON, ART / ART.FERGUSON@SHERIFF.CO.WISE.TX.US  
RANK / NAME / E-MAIL ADDRESS

## AGENCY CHIEF EXECUTIVE OFFICIAL<sup>1</sup>

Signature: [Signature]

Name: DAVID WALKER

Title: SHERIFF

Email: WALKERD@SHERIFF.CO.WISE.TX.US

## AUTHORIZED OFFICIAL<sup>2</sup>

Signature: \_\_\_\_\_

Name: J.D. CLARK

Title: COUNTY JUDGE

Email: \_\_\_\_\_

<sup>1</sup> Agency Chief Executive Official – Chief of Police or County Sheriff.

<sup>2</sup> Authorized Official – County Judge, Mayor, or City Manager/Administrator, University/College President or Director.



**TEXAS 1033 SURPLUS PROPERTY PROGRAM**  
**RELEASE OF LIABILITY**

AGENCY: WISE COUNTY SHERIFF'S OFFICE, Texas  
City, County

The Texas Law Enforcement Agency (LEA) designated above acknowledges receipt of excess property from the Department of Defense pursuant to Section 1033 of the National Defense Authorization Act for Federal Fiscal Year 1997 (the "Act"). Such excess property transferred pursuant to the Act may include small arms and ammunition (hereinafter referred collectively as the "Transferred Property")

The LEA acknowledges that the Transferred Property is considered excess to the needs of the Department of Defense and that the Transferred Property may be in any condition from new to unserviceable. The LEA acknowledges that there may be hazards associated with the use of the Transferred Property, which could cause damage to property and serious injury or death. The term "use" with respect to the Transferred Property is acknowledged to include, but is not limited to, active deployment, passive transportation and mere possession. The LEA agrees to provide appropriate or adequate training to any person who may use the property. The LEA agrees that it IS NOT the responsibility of the Department of Defense, the State of Texas or the Texas Department of Public Safety to provide appropriate or adequate training to any person using the Transferred Property.

The Department of Defense, the State of Texas nor the Texas Department of Public Safety assumes any liability for damages or injuries to any person or property arising from the use of the Transferred Property. By signing this agreement, the LEA agrees, subject to the appropriation of sufficient funds, to be solely responsible for any and all suits, actions, demands or claims of any nature arising for its use of the Transferred Property. The LEA agrees to maintain, at its expense, adequate liability and property damage insurance and workman's compensation insurance to cover any such claims.

The LEA accepts Transferred Property "as is" with no warranty of any kind. The Department of Defense, the State of Texas nor the Texas Department of Public Safety make any claims or warranties, expressed or implied, concerning the Transferred Property, including but not limited to warranty of fitness for a particular purpose.

The LEA acknowledges that any item of the Transferred Property meeting the definition of "machine gun" found in 26 U.S. C. 584(b)\* must be registered with the Bureau of Alcohol, Tobacco and Firearms (BATF) with an ATF Form-10 (Application for Registration of Firearm Acquired by Certain Governmental Entities). Upon receipt of a properly executed Form-10, ATF will accept the registration of the machine gun and notify the LEA. Any machine gun registered in this manner is restricted for law enforcement use only. The LEA agrees to provide the State Coordinators Office a copy of an approved Form-10 for each machine gun that is part of any Transferred Property received. The LEA must execute a separate transfer agreement with the United States Army, through the 1033 Program, for any small arms/weapons.

The LEA acknowledges that it is the sole responsibility for any and all costs associated with the Transferred Property, including but not limited to, packing, crating, handling, transportation, repossession and disposal.

The LEA acknowledges that Transferred Property may be disposed of only with written approval from the State Coordinator's Office and in accordance with local, state, federal laws and the regulations and guidelines of the 1033 Program prescribed by the Law Enforcement Support Office. The LEA specifically acknowledges that the preceding rule includes, but is not limited to the transfer, destruction or abandonment of any Transferred Property constituting small arms/weapons and weapon parts.

Subject to the conditions set forth herein, title to the Transferred Property is assumed by the LEA upon written acceptance hereof from the LEA.

By signing below, the Agency Chief Executive Official and the Authorized Official acknowledge and understand all previously stated guidelines and conditions.

AGENCY CHIEF EXECUTIVE OFFICIAL (1):

  
\_\_\_\_\_  
Signature

9/18/15  
\_\_\_\_\_  
Date

WALKER, DAVID / WISE COUNTY SHERIFF  
\_\_\_\_\_  
Name/Title

AUTHORIZED OFFICIAL (2):

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

J.D. CLARK / WISE COUNTY JUDGE  
\_\_\_\_\_  
Name/Title

\*The National Firearms Act, 26 U.S.C. section 5801 et seq., defines a firearm to include machine gun. 26 U.S.C. Section 5845(a)(6). That same act, defines a machine gun as follows:

The term "machine gun" means any weapon which shoots, is designed to shoot, or can be readily restored to shoot automatically more than one shot, without manual reloading, by single function of the trigger. The term shall also include the frame or receiver of any such weapon, any combination of parts designed and intended, for use in converting a weapon into a machine gun, and any combination of parts from which a machine gun can be assembled if such parts are in the possession or under the control of a person.

- (1) Agency Chief Executive Official – Chief of Police or County Sheriff
- (2) Authorized Official – County Judge, Mayor or City Manager/Administrator, University/College President or Director

**STATE PLAN OF OPERATION BETWEEN**  
**THE STATE OF TEXAS**  
**AND THE**  
**WISE COUNTY SHERIFF'S OFFICE**

**I. PURPOSE**

This State Plan of Operation (SPO) is entered into between the State of Texas and the WISE CO. SHERIFFS OFFICE, to set forth the terms and conditions which will be binding on the parties with respect to excess Department of Defense (DOD) personal property which is transferred pursuant to Title 10 USC § 2576a and to promote the efficient and expeditious transfer of the property and to ensure accountability of the same.

**II. AUTHORITY**

The Secretary of Defense is authorized by Title 10 USC § 2576a to transfer to Federal and State Agencies, personal property that is excess to the needs of the DOD and that the Secretary determines is suitable to be used by such agencies in law enforcement activities, with emphasis on counter-drug/counter-terrorism activities, under such terms prescribed by the Secretary. The authorities granted to the Secretary of Defense have been delegated to the DLA in determining whether property is suitable for use by agencies in law enforcement activities. DLA defines law enforcement activities as activities performed by government agencies whose primary function is the enforcement of applicable Federal, State, and local laws and whose compensated law enforcement officers have powers of arrest and apprehension.

**III. GENERAL TERMS AND CONDITIONS**

A. Operational Authority.

The Governor of the State of Texas has designated in writing with an effective date of August 8, 2011 to implement this program statewide as well as conduct management and oversight of this program. Funding to administer this program is provided by the Texas Department of Public Safety. The funding is used to administer the program and to provide support and assistance to the Law Enforcement Agencies (LEAs), via computer/telephone assistance and occasional physical visits to the LEAs. The facilities, staffing to provide the support to the LEAs within the State of Texas are as follows:

State Coordinator (SC): Skylor Hearn

(if appointed) State Point of Contact (SPOC): Rolando Ayala

(if appointed) State Point of Contact (SPOC): Laurie Patterson

(if appointed) State Point of Contact (SPOC): John Riddick

The State Coordinator contact information is:

Agency Address/Location: 5805 North Lamar Boulevard, Austin, Texas 78773

EMAIL/Contact Phone Numbers: Texas1033program@dps.texas.gov 512-424-7590

Fax Number: 512-424-7591

Hours of Operation: Monday-Friday, 7:00 am - 5:00 pm

The DLA LESO has final authority to determine the type, quantity, and location of excess DOD personal property suitable for conditional transfer to law enforcement activities.

B. This agreement creates no entitlement to the LEA to receive excess DOD personal property.

C. Property available under this agreement is for the current use of authorized program participants; it will not be requested nor issued for speculative use/possible future use. Property will not be obtained for the purpose of sale, lease, loan, personal use, rent, exchange, barter, to secure a loan, or to otherwise supplement normal LEA or State/local governmental entities budgets. All requests for property will be based on bona fide law enforcement requirements. Under no circumstances will property be sold or otherwise transferred to non-U.S. persons or exported. Loaning to non-participants of the DLA LESO Program is not authorized.

D. Requests for property solely for the purpose of cannibalization, and cannibalization of DOD property currently on an LEA inventory, must be submitted in writing thru the State Coordinators office to DLA Disposition Services LESO for approval. The DLA Disposition Services LESO will consider cannibalization requests on a case-by-case basis. Any transportation, repair, maintenance, insurance, disposal or other expenses associated with these assets is the sole responsibility of the LEA.

E. The DLA Disposition Services LESO reserves the right to recall any and all property issued through the LESO Program.

F. The DLA Disposition Services LESO conditionally transfers excess DOD property to States/LEAs enrolled in the LESO Program. DLA Disposition Services LESO retains permanent title to property with Demilitarization (DEMIL) Codes of B, C, D, E, F, G and Q (with an Integrity Code of 3), property with these DEMIL codes is also known as controlled property. Once the State/LEA no longer have use for property in these DEMIL codes the property must either be transferred to another LEA with State approval first or returned to DLA Disposition Services for disposal.

G. The DLA Disposition Services LESO permanently passes title to property with DEMIL Codes of "A" and "Q" (with an Integrity Code of "6") to the State/LEA after one year from the initial transfer to the State/LEAs property book from the DLA Disposition Services inventory.

1. Property with DEMIL Codes of "A" and "Q" (with Integrity Code of 6) will be systematically archived upon meeting the one year mark and will no longer be on the LEAs inventory. Prior to this property being archived, the State and/or LEAs are still responsible for the accountability and physical control of the item (s).
2. Archived property is not subject to annual inventory requirements, and will not be inventoried during State or DLA Disposition Services LESO Program Compliance Review (PCR).
3. The State and/or LEA may dispose or sell DEMIL "A" and "Q" (with Integrity Code of 6) items that have been archived from the property book, in accordance with applicable Federal, State and local laws.

H. State and LEAs are not authorized to transfer or turn-in property issued under the LESO Program without State and DLA Disposition Services LESO approval. Property will not physically move until the approval process is complete.

I. Property obtained under this SPO must be placed into use within one (1) year of receipt, unless the condition of the property renders it unusable, in which case the property can be returned to the nearest DLA Disposition Services Site. If property is not put into use by the LEA within one (1) year, the State/LEA must coordinate a transfer of property to another LEA or request a turn-in to return the property to the nearest DLA Disposition Services Site.

#### **IV. ENROLLMENT**

A. For the purposes of this program, law enforcement activities are defined as Government agencies whose primary function is the enforcement of applicable Federal, State, Local laws, and whose compensated officers have powers of arrest and apprehension.

B. The State and LEA's shall:

1. LEA submits the Application for Participation to the State Coordinator for their approval.
2. Ensure only authorized LEA applications for LESO Program enrollment are submitted.
3. Approve/disapprove applicants in the LESO Program. The State Coordinator will only certify LEAs that are government agencies whose primary function is the enforcement of applicable Federal, State, and local laws and whose compensated officers have the powers of arrest and apprehension.
4. Ensure LEAs enrolled in the LESO Program update their account information annually

in the current property accounting system. Annual update is defined as 365 days from initial date of enrollment and/or last update.

5. Provide a comprehensive overview of the LESO Program to all LEAs once they are approved for enrollment.

**C. State Required Compliance Criteria:**

1. If the Application for Participation is approved by the State Coordinator, it will be forwarded to LESO. If approved by LESO, the State Coordinator's office will then provide the LEA with instructions for registering in both electronic systems used for screening, requisitions, and inventory management. Once approved for participation in the program, the LEA shall submit an updated application packet to the State Coordinator no later than January 31 each year or any time there is a change in personnel or LEA contact information. Failure to do so may result in suspension and/or termination from the program.
2. Identification/Acquisition/Transportation of Property – Property may be identified electronically through the Reutilization Transfer Donation (RTD) website. Once identified, the LEA shall submit an electronic requisition through the RTD website. The State Coordinator shall approve/disapprove the request. Approved requests are sent to the LESO. LESO approved requests are routed to the Enterprise Business Solutions (EBS) or the "system". If the EBS approves, the LEA has fourteen (14) calendar days to make arrangements with the DLA site for removal of the property. It is the responsibility of the LEA to transport requested property from the DLA site to their location. DLA will not fund the transportation cost.
3. LEA Transfer of Responsibility – Program property is assigned to the LEA. A change in the Chief Executive Official (CEO), due to any reason, will not relinquish responsibility from the LEA for properly maintaining existing program property. If the new CEO does not wish to be responsible for existing property, they shall notify the State Coordinator's office in writing that they wish to return equipment to the nearest Disposition Center or transfer it to a qualifying LEA. The LEA remains responsible for existing property until the property is officially transferred or returned.

**V. ANNUAL INVENTORY REQUIREMENT**

A. Per the DLA Memorandum of Agreement (MOA) between DLA and the State, it is required to conduct an annual inventory certification of controlled property.

B. The State and LEA's shall:

1. Receive and validate incoming certified inventories and reconcile inventories with the LEA.
2. Ensure the LEAs provide serial numbers identified in annual inventory process for

inclusion in the DLA Disposition Services property accounting system, for Aircraft, Watercraft, Tactical Vehicles and Weapons and other unique items, as required.

3. Send confirmation, to the State Coordinator, when the LEAs inventory is reconciled in the DLA Disposition Services LESO property accounting system. This will serve as the State's confirmation that LESO Program controlled property within his/her State has been reconciled in the accounting system of record.

4. The State may suspend/terminate an LEA, as a result of the LEAs failure to properly conduct and/or certify and submit certified inventories, according to the aforementioned requirements.

a. The LEA will complete inventories for their agency by January 31<sup>st</sup> of each year. The Fiscal Year (FY) is defined as October 1<sup>st</sup> through September 30<sup>th</sup> of each year. This provides the LEAs four months to physically inventory LESO Program property in their possession, and submit their certified inventories to their State Coordinators.

b. In addition to the certifying inventories, the State requires photographs for all Aircraft, Watercraft, Tactical Vehicles, NVGs and Weapons received through the LESO Program.

(1) The State requires front, side and data plate photos for Aircraft, Watercraft, Tactical Vehicles and other unique items as required that are received through the LESO Program.

(2) The State requires submission of serial number photos for each Aircraft, Watercraft, Tactical Vehicles, NVGs, Weapons and other unique items as required that are received through the LESO Program.

c. LEAs that fail to comply with the inventory by January 31<sup>st</sup> may be suspended/terminated from operations within the LESO Program. Further failure to submit the inventory may result in a LEA termination.

d. Validate the accountability of all High Profile (Aircraft, Watercraft, Tactical Vehicles, NVGs and Weapons), High Awareness (Demilitarization required) property with each LEA following a domestic disaster within 60 days by having them conduct a physical inventory.

e. The LEA is aware that High Profile Commodities (Aircraft, Watercraft, Tactical Vehicles, NVGs and Weapons), High Awareness (Demilitarization required) property is subject to additional controls.

## **VI. PROGRAM COMPLIANCE REVIEWS**

A. The State of Texas in accordance with the DLA Disposition Services Memorandum of Agreement is subject to Biannual Program Compliance Reviews. This review includes Law Enforcement Agencies that have DLA LESO issued property in their possession. Law Enforcement Agencies that may be selected by the DLA LESO will be subject to a DLA LESO

Property and documentation review. As a participant in the DLA LESO Program your Law Enforcement Agency may be subject to selection in these reviews. In addition to this requirement, the State will conduct annual internal 5% Program Compliance Reviews of LEAs participating in the LESO program in order to ensure accountability, program compliance and validate annual inventory submissions are accurate. Results of internal PCRs in terms of LEA non-compliance with terms and conditions of the LESO Program will be kept on-file at the State Coordinator's Office.

1. The State internal review will include, at minimum:

- (a) A review of each selected LEAs LESO Program files.
- (b) A review of the signed State Plan of Operation.
- (c) A review of the LEA application and screener(s) letter.
- (d) A physical inventory and/or approved custody card verification of LESO Program property at each selected LEA.
- (e) A review of property accountability procedures to include the following criteria;
  - 1. The proper security and storage of assets. (Secure controlled area with limited access).
  - 2. Asset tracking and sign out procedures in place for LESO assets.
  - 3. Prior approval of any transfer of high visibility assets.
  - 4. Reporting of all lost, missing or stolen assets.
  - 5. Identification of all unused property\*\*

\*\*The State and/or LEA will bear all expenses related to the repossession, transfer or turn-in of LESO Program property to a different LEA or the nearest DLA Disposition Service site.

- (f) A specific review of each selected LEAs files for the following: DD Form 1348-1A for each item currently on inventory, weapons documentation, transfer documents, turn-in documents, inventory adjustment documents, exception to policy letters (if any), approved cannibalization requests (if any) and other pertinent documentation as required.

## **VII. REPORTING REQUIREMENTS FOR LOST, MISSING, STOLEN, DAMAGED OR DESTROYED LESO PROGRAM PROPERTY**

A. All property missing, lost, stolen, damaged, or destroyed must be reported to the State and DLA Disposition Services LESO.

- 1. Excess DOD personal property with a Demilitarization Code of B, C, D, E, F, G and Q (with an Integrity Code of 3) must be reported to the State and DLA Disposition Services LESO within

twenty-four (24) hours.

2. Excess DOD personal property with a Demilitarization Code of A or Q (with an Integrity Code of 6) must be reported to the State and DLA Disposition Services LESO within seven (7) days.

3. All reports are subject to the DLA Office of the Inspector General (OIG) inspection.

B. The DLA Disposition Services LESO may grant extensions to the reporting requirements listed above, on a case by case basis.

## VIII. AIRCRAFT AND WEAPONS

A. Aircraft (fixed wing and rotary wing), may be transferred to the LEA for its use in law enforcement activities. The State Plan of Operation must ensure that all LEAs and all subsequent users are aware of and agree to provide all required controls and documentation in accordance with applicable laws and regulations for these items.

Additionally, the following conditions apply:

Aircraft acquired *prior to* September 30, 1996, under the 1208 Program *were* considered "1208 Aircraft". Public Law 104-201, Section 1033 (b) (1) repealed all Section 1208. Therefore, all aircraft and/or aircraft parts are considered LESO Program aircraft and/or aircraft parts as of September 30, 1996. [As repealed by Pub. L. 104-201 Sec. 1033 (b) (1)]. Sale, trade or transfer of aircraft and/or aircraft parts (acquired prior to September 30, 1996) may be authorized by the DLA Disposition Services LESO, on a case by case basis. The DLA Disposition Services LESO reserves the right to approve or deny requests for sale, trade or transfer of all LESO Program aircraft and/or aircraft parts, regardless of when the aircraft was originally acquired.

B. Law Enforcement Agencies no longer requiring LESO Program weapons must request authorization to transfer or return weapons. Transfers and turn-ins of weapons must be approved by the State Coordinator and the DLA Disposition Services LESO. Weapons will not physically move until the approval process is complete. Weapons that are issued must have a documented chain of custody, with the chain of custody including a signature of the receiving officer indicating that he/she has received the appropriate weapon(s) with the correct, specific serial number(s).

## IX. RECORDS MANAGEMENT

A. State Coordinator and LEAs enrolled in the LESO Program, must maintain all records in accordance with the DLA Records Schedule. Records for property acquired through the LESO Program have retention controls based on the properties DEMIL codes. All documents concerning a property record must be retained.

1. Property records for items with DEMIL codes of A and Q (with a DEMIL Integrity code of 6) must be retained for two calendar years (CY) from approval date and then may be destroyed.

2. Property records for items with DEMIL codes of B, C, D, E, F, G and Q (with a DEMIL Integrity code of 3) must be retained for 5 years or for the life span of the property, whichever is longer.
3. Environmental Property records must be retained for fifty years, regardless of DEMIL code (Chemicals, Batteries, Hazardous Material/Hazardous Waste).
4. LESO Program files must be segregated from all other records.
5. All property records must be filed, retained, and destroyed in accordance with the DLA Records Schedule. These records include, but are not limited to the following: DRMS Form 103, DD Form 1348-1A, requests for transfer, turn-in, or disposal, approved Bureau of Alcohol, Tobacco, Firearms and Explosives (BATFE) Forms 10 and 5, Certificate of Aircraft Registration (AC Form 8050-3), Aircraft Registration Application (AC 8050-1) and any other pertinent documentation and/or records associated with the LESO Program.

## **X. PROPERTY ALLOCATION**

### **A. The State and LEA's shall:**

1. Ensure LEAs submit appropriate justifications when requesting excess DOD property via the LESO Program, and will ensure LESO Program property will be used for law enforcement purposes only.
2. Access the DLA Disposition Services LESO Website on a weekly basis for timely and accurate guidance, information and links concerning the LESO Program and ensure that all relevant information is passed on to participating LEAs.
3. Encourage and assist the Law Enforcement Agencies in the use of electronic screening of property via the DLA Disposition Services Reutilization, Transfer and Donation (RTD) Web.
4. Upon receipt of a valid LEA request for property, submit requests that ensure fair and equitable distribution of property to the greatest extent possible based on current LEA inventory and LEA justification for property. Generally no more than one of any item per officer will be allocated.
5. Maintain access to the DLA Disposition Services RTD Website to approve/ disapprove transfers, turn-ins and disposal requests from an LEA or to generate these requests at the State level and forward all approvals to the DLA Disposition Services LESO for action.
6. Assist the LEAs with enrollment, property request, transfer, turn-in and disposal procedures.
7. Review property requests in the DLA Disposition Services RTD Website and property receipts and conduct monthly reconciliations of property records.

8. Access the DLA Disposition Services RTD Web at a minimum of once daily (Monday thru Friday) to process LEAs requests for excess DOD property.

## **XI. PROGRAM SUSPENSION & TERMINATION**

A. The LEA is required to abide by the terms and conditions of the State Plan of Operation in order to maintain active status.

B. The State and/or DLA LESO shall suspend or terminate an LEA:

1. Suspend LEAs in all situations relating to the suspected or actual abuse of LESO Program property or requirements and/or repeated failure to meet the terms and conditions of the SPO. Suspension may lead to TERMINATION.
2. Suspend or terminate an LEA(s) and/or LEA POC(s) based upon their findings during internal program compliance reviews and/or spot checks at the State level.
3. Require the LEAs to complete and submit results regarding all completed police investigations and/or reports regarding lost, missing, stolen and/or damaged LESO Program property. The LEA must submit all documentation to the State and DLA Disposition Services LESO upon receipt.
4. Initiate corrective action to rectify suspensions and/or terminations placed upon the LEAs for failure to meet the terms and conditions of the LESO Program.
5. The State Coordinator will maintain contact (until resolved) with suspended LEA(s) within his/her State to ensure corrective actions are rectified by timeframe provided by the DLA Disposition Services LESO.
6. Provide documentation to the State and DLA Disposition Services LESO when actionable items are rectified by the LEA.
7. In the event of a LEA termination, the State Coordinator will make every attempt to transfer the LESO Program property of the terminated LEA to an authorized LEA, as applicable, prior to requesting a turn-in of the property to the nearest DLA Disposition Services Site.
8. In cases relating to an LEA termination, the LEA will have 60 days to complete the transfer or turn-in of all LESO Program property in their possession.
9. Request reinstatement via the State Coordinator or SPOC(s) to full participation status at the conclusion of a suspension period.
10. The DLA Disposition Services LESO Program Manager has final discretion on reinstatement requests. Reinstatement to full participation from a suspension and/or termination is not automatic.

## **XII. COSTS & FEES**

A. All costs associated with the transportation, turn-in, transfer, repair, maintenance, insurance, disposal, repossession or other expenses related to property obtained through the LESO Program, is the sole responsibility of the LEA.

## **XIII. NOTICES**

A. The State or DLA Disposition Services LESO, may, from time to time, propose modifications or amendments to the provisions of this SPO. In such cases, reasonable opportunity will, insofar as practicable, be afforded the State Coordinator or LEA to conform changes affecting their operations.

## **XIV. ANTI-DISCRIMINATION**

A. By signing this SPO or accepting excess DOD personal property under this SPO, the State pledges that it and each LEA agrees to comply with applicable provisions of the following national policies prohibiting discrimination:

1. On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) as implemented by DOD regulations 32 CR Part 195.
2. On the basis of age, in the Age Discrimination Act of 1975 (42 USC 6101, et seq) as implemented by Department of Health and Human Services regulations in 45 CFR Part 90.
3. On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, as amended by the Rehabilitation Act Amendments of 1974, P.L. 93-516 (29 U.S.C. 794), as implemented by Department of Justice regulations in 28 CFR Part 41 and DOD regulations at 32 CFR Part 56.

B. These elements are considered the minimum essential ingredients for establishment of a satisfactory business agreement between the State and the LEA.

## **XV. INDEMNIFICATION CLAUSE**

A. To the extent permitted by law, the State Coordinator/LEA shall indemnify and hold the U.S. Government harmless from any and all actions, claims, debts, demands, judgments, liabilities, cost, and attorney's fees arising out of, claimed on account of, or in any manner predicated upon loss of, or damage to property and injuries, illness or disabilities to, or death of any and all persons whatsoever, including members of the general public, or to the property of any legal or political entity including states, local and interstate bodies, in any manner caused by or contributed to by the State/LEA, its agents, servants, employees, or any person subject to its control while in, upon or about the sale site and/or the site on which the property is located, or while the property is in the possession of, used by, or subject to the control of the State/LEA, its agents, servants, or employees after the property has been removed from U.S. Government control. The State will maintain or assure that the LEA maintains adequate insurance to cover damages or injuries to persons or property relating to the use of the property. Self-insurance by the State/LEA is considered

acceptable. The U.S. Government assumes no liability for damages or injuries to any person(s) or property arising from the use of the property.

**XVI. TERMINATION**

A. This State Plan of Operation may be terminated by either party, provided the other party receives thirty (30) days' notice, in writing, or as otherwise stipulated by Public Law.

B. The undersigned Chief Executive Official for the LEA hereby agrees to comply with all provisions set forth herein and acknowledges that any violation of the terms and conditions of this SPO may be grounds for immediate termination and possible legal consequences, to include pursuit of criminal prosecution if so warranted.

**XVII. IN WITNESS THEREOF**, the parties hereto have executed this agreement as of the last date written below.

WISE COUNTY SHERIFF'S OFFICE

Agency Name

WALKER, DAVID

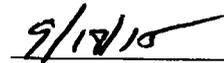
Type/Print Chief Executive Official Name



Chief Executive Official Signature

Skylor Hearn

Type/Print State Coordinator



Date (MM/DD/YYYY)

State Coordinator Signature

Date (MM/DD/YYYY)

**XXI. Amendment**

A. As of November 7, 2014, the DLA LESO implemented policy and procedural changes which place additional controls on certain excess DOD property with Demilitarization codes of Q (with an Integrity Code of 6) and that now require additional documentation that must accompany requests for specific controllable property. This amends the Law Enforcement Agencies (LEA) responsibilities within the existing State Plan of Operation (SPO) between the State of Texas and the LEA listed in the SPO. This Amendment is effective immediately.

The LEA will adhere to the following program changes.

1. With all requests for Tactical Vehicles, Aircraft and Weapons, the State and/or LEA must certify that they have a training plan which covers the use of the requested equipment. Requests without this supporting documentation will not be approved.
2. The Demilitarization Code of "Q" with Integrity Code of "6" has been considered to be Commerce Control List items (cannot be exported) and is considered controllable property by the Department of Defense and DLA. This replaces any language of the current SPO that refers to the property with a DEMIL code of Q6.

The aforementioned changes to the State Plan of Operation (SPO) are acknowledged and accepted by the following individuals:

WALKER, DAVID

Type/Print Chief Executive Official Name

  
Chief Executive Official Signature

SKYLOR HEARN

Type/Print State Coordinator Name

\_\_\_\_\_  
State Coordinator Signature

  
Date (MM/DD/YYYY)

\_\_\_\_\_  
Date (MM/DD/YYYY)

18f 7416 HARINT

**HART**  
 InterCivic  
 Hart InterCivic  
 15500 Wells Port Drive  
 Austin, TX 78728  
 Phone: (800) 223-4278  
 Fax: (800) 631-1485

**INVOICE**  
 Invoice Number 082318  
 Invoice Date 08/17/2015  
 Customer ID WIS00000  
 Project ELSM-000085  
 Page 1 of 1

BILL TO:	SHIP TO:
Accounts Payable Wise County Auditor PO Box 899 DECATUR, TX 76234  CODED PT	Accounts Payable Wise County Auditor 200 North Trinity DECATUR, TX 76234

TERMS	SALESPERSON	PO NUMBER	CONTRACT NUMBER
Net 90 Days	Ken Trethewey		

Effective Period: 11/7/2015 to 11/6/2016

Invoice includes a 4% renewal rate increase and is due on or before beginning term date.

	Units	Price	Amount
Annual Software License and Support Renewal - Unrestricted	1.00	28,721.0000	28,721.00

12-5-490-361  
 I hereby certify that the goods/services described have been used in the services of Wise Co. TX. I certify that to the best of my knowledge, they are necessary for the operations of my department. They have been purchased, if necessary, through bidding, they are not a part of a component bidding or billing scheme and they have not been previously paid for.

Signature/Date:

<b>REMITTANCE ADDRESS</b> HART INTERCIVIC, INC. Dept 0453 PO BOX 120453 Dallas, TX 75312-0453	<b>BILLING INQUIRIES</b> HART INTERCIVIC PO BOX 80849 Austin, TX 78708-0849 800.223.HART * Fax:800.631.1485 www.hartintercivic.com * info@hartic.com TAX ID# 95-3248916	Sales Total 28,721.00 Sales Tax 0.00  <b>TOTAL 28,721.00</b>
<b>ORIGINAL INVOICE</b>		



**SNOW GARRETT WILLIAMS**  
CERTIFIED PUBLIC ACCOUNTANTS

August 12, 2015

Wise County Community Justice Council and Management of  
Wise County Community Supervision and  
Corrections Department  
P.O. Box 899  
Decatur, TX 76234

We are pleased to confirm our understanding of the services we are to provide the Wise County Community Supervision and Corrections Department for the year ended August 31, 2015. We will audit the financial statements, including the related notes to the financial statements, of the Wise County Community Supervision and Corrections Department as of and for the year ended August 31, 2015.

We have been engaged to report on supplementary information that accompanies Wise County Community Supervision and Corrections Department's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

1. Statement of Revenues, Expenditures, and Changes in Fund Balance Budget and Actual – Basic Supervision Program
2. Statement of Revenues, Expenditures, and Changes in Fund Balance Budget and Actual – Community Corrections Program
3. Statement of Revenues, Expenditures, and Changes in Fund Balance Budget and Actual – Treatment Alternatives to Incarceration Program
4. Statement of Revenues, Expenditures, and Changes in Fund Balance Budget and Actual – Mental Health Caseload
5. Schedule of Differences Between Audit Report and CSCD Report – Basic Supervision Program
6. Schedule of Differences Between Audit Report and CSCD Report – Community Corrections Program
7. Schedule of Differences Between Audit Report and CSCD Report – Treatment Alternatives to Incarceration Program
8. Schedule of Differences Between Audit Report and CSCD Report – Mental Health Caseload

**Audit Objectives**

The objective of our audit is the expression of an opinion as to whether your financial statements are fairly presented, in all material respects, in conformity with the Audit Guidelines, Compliance Requirements, and Standard Reporting Formats, *Financial Management Manual for Texas Department of Criminal Justice – Community Justice Assistance Division (TDCJ-CJAD) Funding*, *Contract Management Manual for TDCJ-CJAD Funding of Offender Services*, and applicable laws and regulations and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the

1207 Santa Fe Drive • Weatherford, Texas 76086 • 817-596-9301 • Fax 817-596-9304

Comptroller General of the United States, and will include tests of the accounting records of Wise County Community Supervision and Corrections Department and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our audit of the Wise County Community Supervision and Corrections Department's financial statements. Our report will be addressed to management and those charged with governance of the Wise County Community Supervision and Corrections Department. The Department's Fiscal Officer will review the draft of the Independent Auditor's Report for compliance with Audit Guidelines, Compliance Requirements, and Standard Reporting Formats, before issuance of the final Independent Auditor's Report. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that Wise County Community Supervision and Corrections Department is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

#### **Audit Procedures – General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent

financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

#### **Audit Procedures – Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

#### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Wise County Community Supervision and Corrections Department's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

#### **Other Services**

We will also assist in preparing the financial statements and related notes of the Wise County Community Supervision and Corrections Department in conformity with the financial reporting provisions of the TDCJ-CJAD based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

#### **Management Responsibilities**

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with the financial reporting provisions of the TDCJ-CJAD, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements. You are responsible for including all informative disclosures that are appropriate for the financial reporting provisions of the TDCJ-CJAD. Those disclosures will include (1) a description of the financial reporting provisions of the TDCJ-CJAD, including a summary of significant accounting policies, and how the financial reporting provisions of the TDCJ-CJAD differ from GAAP; (2) informative disclosures similar to those required by GAAP; and (3) additional disclosures beyond those specifically required that may be necessary for the financial statements to achieve fair presentation.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with the financial reporting provisions of the TDCJ-CJAD. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with the financial reporting provisions of the TDCJ-CJAD; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with the financial reporting provisions of the TDCJ-CJAD; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information. With regard to using the auditor's report, you understand that you must obtain our prior consent to reproduce or use our report in bond offering official statements or other documents. With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

#### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the Department; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Snow Garrett Williams and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to TDCJ-CJAD staff and / or the State of Texas State Auditor's office, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Snow Garrett Williams personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the regulatory agencies. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin interim field work in August 2015 and to issue our report after the year end audit field work is complete. Kathy Williams, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports.

Our fees for these services will be based on the actual time spent at our standard hourly rates, plus out-of-pocket costs such as report reproduction, word processing, postage, travel, etc. We estimate that our fees, including expenses, will range from \$11,450 to \$13,500. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. The fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you before we incur the additional costs.

We appreciate the opportunity to be of service to Wise County Community Supervision and Corrections Department and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. This letter will continue in effect until cancelled by either party.

Very truly yours,

*Snow Garrett Williams*

Snow Garrett Williams  
RESPONSE:

This letter correctly sets forth the understanding of the Wise County Community Supervision and Corrections Department.

Management Signature: *Ann McCutcheon*

Title: *Wise Co. Auditor*

Date: *8-12-15*

Governance Signature: *[Signature]*

Title: *County Judge*

Date: *8/12/15*

*Cheryl Lovett*  
Director, Wise County CSCD  
*8/12/15*

# **RENEWALS**

**September 28, 2015**

**(NO ATTACHMENTS-ORIGINAL DOCUMENTS CAN BE FOUND ONLINE)**

- 1. Texas Soil and Water Conservation Board Grants Site 17, 23A&B**

(8f)

# **CANCELLATIONS**

**September 28, 2015**

**(NO ATTACHMENTS-ORIGINAL DOCUMENTS CAN BE FOUND ONLINE)**

- 1. Community Development Building Tyco**

# **FULLY EXECUTED**

**September 28, 2015**

**(Previously Approved-fully signed copies provided to County Clerk)**

- 1. Mettler Toledo-Decatur and Bridgeport Weigh Station Maintenance**
- 2. Library-Rhome, Chico**
- 3. CASA**
- 4. Wise Hope Shelter**
- 5. Wise County Council on Alcohol and Drug Abuse**
- 6. Animal Control-Aurora**
- 7. Physio Control**
- 8. Beavers Contracting**
- 9. Wise County Committee on Aging**

## Amanda Knox

---

**From:** Diana Alexander <diana.alexander@co.wise.tx.us>  
**Sent:** Tuesday, September 15, 2015 1:08 PM  
**To:** Amanda Knox  
**Subject:** fully executed  
**Attachments:** CASA.pdf; CITY OF AURORA ANIMAL CONTROL.pdf; METTLER TOLEDO BRIDGEPORT.pdf; METTLER TOLEDO DECATUR.pdf; RHOME LIBRARY.pdf; WISE COUNTY COUNCIL ON ALCOHOL AND DRUG ABUSE.pdf; WISE HOPE SHELTER.pdf

Please see attached. 7 attachments

Sincerely,  
Diana Alexander  
Asset Manager  
Wise County

9-28-15

Date 09/10/2015  
 Customer 300657104  
 Contract 183159804  
 Page 1 of 5

# Mettler-Toledo, LLC

Address 1900 Polaris Parkway  
 Columbus, OH 43240-4035  
 Phone (800) METTLER  
 (800) 638-8537  
 Fax (614)438-4900  
 E-Mail servicerequests@mt.com  
 www.mt.com

## Service Contract Acknowledgement

**Sold-To / 300657104**  
 Wise County  
 PO Box 899  
 Decatur, TX 76234

**Ship-To / 300657104**  
 Wise County  
 2000 S Trinity St  
 Decatur, TX 76234

**Your Contact**

Contract Administration  
 Phone  
 Fax  
 E-Mail

+18774831831  
 +18663906361  
 servicerenewals@mt.com

**Bill-To / 300657104**

Wise County  
 PO Box 899  
 Decatur, TX 76234

**Customer Contact**

Chad Davis  
 Phone  
 E-Mail  
 Customer No  
 Customer PO No  
 Permanent Contract ID

+19403897270  
 chad.davis@co.wise.tx.us  
 300657104  
 P183159804

Service Description	Visit(s)	Line Total
Service Plan 100	2	1,188.07
Basic Preventive Maintenance		
Calibrate Local		
Service Plan 200	2	53.13
Basic Preventive Maintenance		
Service Plan 300		
SVC Price Agreement		
Uninstall Service HR	(34.00%)	
Setup and Config HR	(34.00%)	
Installation HR	(34.00%)	
Remote Service HR	(34.00%)	
Customization HR	(34.00%)	
Bus. Support SVC HR	(34.00%)	
Break / Fix	(34.00%)	
<b>Total USD</b>		<b>1,241.20</b>

**METTLER TOLEDO**

Date 09/10/2015  
 Customer 300657104  
 Contract 183159804  
 Page 2 of 5

# Mettler-Toledo, LLC

Address 1900 Polaris Parkway  
 Columbus, OH 43240-4035  
 Phone (800) METTLER  
 (800) 638-8537  
 Fax (614)438-4900  
 E-Mail servicerequests@mtl.com  
 www.mtl.com

## Service Contract Acknowledgement

### Service Plan 100 Service Plan Validity Period

Target Dates	Tolerance	Valid From	Valid To
10/01/2015	1 Month	10/01/2015	09/30/2016
04/01/2016	1 Month		

Service Description	Visit(s)	Line Total
101 Basic Preventive Maintenance	2	156.96
102 Calibrate Local	2	1,031.11
<b>Sub-Total USD ( Service Plan 100 )</b>		<b>1,188.07</b>

### Equipment Covered

Serial Number	Model Type	Asset Number	Department	System
557188056JB1	Floor Scale			

Thank you for your Business!



Date 09/10/2015  
 Customer 300657104  
 Contract 183159804  
 Page 3 of 5

# Mettler-Toledo, LLC

Address 1900 Polaris Parkway  
 Columbus, OH 43240-4035  
 Phone (800) METTLER  
 (800) 638-8537  
 Fax (614)438-4900  
 E-Mail servicerequests@mtf.com

www.mtf.com

## Service Contract Acknowledgement

### Service Plan 200 Service Plan Validity Period

<u>Target Dates</u>	<u>Tolerance</u>	<u>Valid From</u>	<u>Valid To</u>
10/01/2015	1 Month	10/01/2015	09/30/2016
04/01/2016	1 Month		

<u>Service Description</u>	<u>Visit(s)</u>	<u>Line Total</u>
201 Basic Preventive Maintenance	2	53.13
<b>Sub-Total USD ( Service Plan 200 )</b>		<b>53.13</b>

### Equipment Covered

<u>Serial Number</u>	<u>Model Type</u>	<u>Asset Number</u>	<u>Department</u>	<u>System</u>
55718805GJ	JXPA3000000_XTREME PNL,ALPHA W/PWR CELL	JAGXTEME TRUCK SCALE READOUT		

Thank you for your Business!

**METTLER TOLEDO**

Date 09/10/2015  
Customer 300657104  
Contract 183159804  
Page 4 of 5

## Mettler-Toledo, LLC

Address 1900 Polaris Parkway  
Columbus, OH 43240-4035  
Phone (800) METTLER  
(800) 638-8537  
Fax (614)438-4900  
E-Mail [servicerequests@mtl.com](mailto:servicerequests@mtl.com)

[www.mtl.com](http://www.mtl.com)

### Service Contract Acknowledgement

#### Service Plan 300

<u>Duration</u>	<u>Dates</u>
Agreement Start Date	10/01/2015
Agreement End Date	09/30/2016

<u>Pricing Agreements</u>	<u>Discount</u>
Uninstall Service HR	(34.00%)
Setup and Config HR	(34.00%)
Installation HR	(34.00%)
Remote Service HR	(34.00%)
Customization HR	(34.00%)
Bus. Support SVC HR	(34.00%)
Break / Fix	(34.00%)

#### Equipment Covered

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For details on the equipment covered by this price agreement please contact your Mettler Toledo representative.

Thank you for your Business!

**METTLER TOLEDO**



Date 09/10/2015  
Customer 300657104  
Contract 183159804  
Page 5 of 5

## Mettler-Toledo, LLC

Address 1900 Polaris Parkway  
Columbus, OH 43240-4035  
Phone (800) METTLER  
(800) 638-8537  
Fax (614)438-4900  
E-Mail servicerequests@mt.com  
www.mt.com

### Service Contract Acknowledgement

#### Terms and Conditions

#### Payment Terms

Due 30 Days from Invoice Date

#### General Conditions

Mettler-Toledo, LLC and Customer agree to the following regarding the Service Agreement ("Agreement"). The Effective Date of the Agreement shall be the Proposed Date as shown on the Mettler-Toledo, LLC Quote document. The Term of this Agreement shall be a year-to-year contract that is automatically renewed for successive one-year terms, unless either Mettler-Toledo, LLC or Customer gives written notice to the other party of its intent not to renew no later than sixty (60) days prior to the expiration of the then-current Term. If such notice is not provided, then the Agreement shall renew for another one-year Term (and for successive one-year Terms thereafter provided that 60-day written notice as required hereunder is not provided). For purposes of this provision, "Term" shall be defined as any initial Term or renewal Term hereof. The new annual pricing applicable to each Term shall be established by Mettler-Toledo, LLC in its sole discretion prior to the commencement of each Term.

This order is expressly subject to the attached Exhibit A, which is incorporated herein.

Wise County, Texas

Signature

Name / Title

Date

J. Clark  
JD Clark County Judge  
9-14-15

MEYTLER-TOLEDO, LLC

Signature

Name / Title

Date

Anjie Berer  
Anjie Berer - Lab Operations Manager  
9-15-2015

Thank you for your Business!

METTLER TOLEDO

## EXHIBIT A Mettler-Toledo, LLC Service Agreement No. 183159804

**1. CONTRACT** - All current and future services performed by Mettler-Toledo, LLC ("Company") for the original purchaser ("Buyer") are expressly subject to these terms and conditions. Modifications or additions will be recognized only if accepted in writing by an officer of Company. Provisions of Buyer's purchase order, including Buyer's terms and conditions of purchase, or other documents that add to or differ from these terms and conditions, including any documents presented to Company's field service representatives, are EXPRESSLY rejected. No waiver of these terms and conditions or acceptance of others will be construed as a failure of Company to raise objections. Buyer's acceptance of services shall, without prejudice to any other manner in which acceptance of these terms and conditions may be evidenced, constitute unqualified acceptance of these terms and conditions. Any specifications not specifically agreed to in writing are subject to change without notice.

**2. QUOTATIONS AND PUBLISHED PRICES** - Quotations automatically expire 30 calendar days from the date issued unless otherwise stated in the quotation and are subject to withdrawal by notice within that period. Any purchase or service order issued by Buyer upon an expired quotation may be accepted by Company at its sole discretion; any such acceptance will be communicated to Buyer in writing. Prices shown on the published price lists and other published literature issued by Company are not unconditional offers to sell and/or perform services and are subject to change without notice. Quoted rates/prices, unless otherwise specified, do not include an allowance for shipping, installation and/or final on-site adjustment. Rates/prices for services not covered under a fixed price service contract will be subject to adjustment to those in effect at the time of providing services and may be adjusted to include any necessary surcharge(s). Pricing that differs from Company's published price lists is confidential to Company, and Buyer agrees to strictly maintain such confidentiality. Company expressly disclaims any representation or warranty concerning "most favored customer" pricing which may appear in any of Buyer's documents in connection with any sale by Company to Buyer. Except as otherwise specified, Company will furnish service during regularly scheduled working hours of 8:00 A.M. to 4:30 P.M., Monday through Friday. Service after regular weekday hours and on Saturdays, Sundays, and holidays will be provided at prevailing overtime rates.

**3. TAXES** - Company's prices do not include any applicable sales, goods/services, use, excise or similar taxes, and the amount of any such tax which Company may be required to pay or collect will be added to each invoice and paid by Buyer unless Buyer has furnished Company with a valid tax exemption certificate acceptable to the taxing authorities prior to shipment. If an exemption certificate provided to Company by Buyer is, through no fault of Company, subsequently determined to be invalid, the previously unpaid sales, use, excise or similar tax will be billed to and paid by Buyer.

**4. TERMS OF PAYMENT** - Unless prepayment is required, terms are cash net 30 days from date of invoice. Company will be under no obligation to provide services, including warranty services, should the balance owed to Company be more than thirty (30) days past due. Amounts past due are subject to a service charge equal to the greater of 1.5% per month (or fraction thereof) or the maximum contract rate permitted by law. Upon default and placing of Buyer's account for collection or repossession of equipment, Buyer agrees to reimburse collection costs, legal fees, and court costs incurred by Company in connection therewith. If Company deems that by reason of the financial condition of Buyer or otherwise, the continuance, production or shipment on the terms specified is not justified, Company may require full or partial payment in advance. Subject to the warranties expressly stated in 8 below, all sales are final without right of return. Any indebtedness of Buyer to Company may, at Company's sole option, be credited at any time against any amounts owing by Company to Buyer hereunder.

**5. CHANGES** - Buyer may with the express written consent of Company make changes in the service covered hereunder. In such event, the price and schedule will be equitably adjusted. Company will be entitled to payment for reasonable profit plus costs and expenses incurred by it for work and materials rendered unnecessary as a result of such changes and for work and materials required to effect said changes.

**6. CANCELLATION** - Undelivered parts of any order may be canceled by Buyer only with the prior written approval of Company. If Buyer makes an assignment for the benefit of creditors, or in the event Company has reason to believe that Buyer is unwilling or unable to perform, Company will have the unconditional right to cancel this sales transaction or demand full or partial payment in advance pursuant to 4 above. If services hereunder are canceled or terminated, Buyer will pay to Company the reasonable costs and expenses (including engineering expenses and all commitments to its suppliers and subcontractors) incurred by Company prior to receipt of notice of such cancellation, plus Company's usual rate of profit for similar work. The minimum cancellation charge will be 15% of the price hereunder. If the cancellation is due to Buyer's replacement of its existing equipment with new Company equipment, the cancellation charges will be waived.

**7. GATE PASSES** - Company's field service representatives are neither required nor authorized to sign gate passes or similar documents of Buyer's (howsoever characterized) that include conditions which in any way impose liabilities inconsistent with the limitation of liability stated herein or otherwise modify the undertakings of Company under these terms and conditions.

**8. WARRANTIES: ABSENT A SEPARATE WARRANTY ISSUED TO BUYER BY COMPANY, COMPANY EXPRESSLY WARRANTS THE EQUIPMENT MANUFACTURED AND THE SERVICES PERFORMED BY IT TO BUYER SOLELY AS SET FORTH HEREIN. COMPANY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE). THESE WARRANTIES MAY BE TRANSFERRED TO A SUBSEQUENT PURCHASER OF THE EQUIPMENT ONLY WITH THE PRIOR WRITTEN CONSENT OF COMPANY. IN ADDITION, THE FOLLOWING SHALL CONSTITUTE THE SOLE AND EXCLUSIVE REMEDIES OF BUYER FOR ANY BREACH BY COMPANY OF ITS WARRANTY HEREUNDER.**

**A. PARTS** - If any part provided by Company proves to be defective in material and/or workmanship within ninety (90) days from the installation date or twelve (12) months from the shipment date, whichever date is earlier, Buyer will immediately notify Company in writing of such defect. Should any such parts be found defective Company, at its option, will refund the purchase price or modify, repair or supply a replacement part, provided Buyer agrees to pay reasonable labor, travel time and expenses to and from a service location authorized by Company. Company has the option to have the part returned to it, F.O.B. its factory, or to make such adjustment at the point of installation. Company will accept no responsibility if such part has been improperly operated or maintained or if Buyer has permitted any unauthorized modifications, adjustments and/or repairs to the part. Parts not manufactured by Company will be covered solely by the warranty of the original manufacturer, if any.

**B. SERVICE** - Company warrants that services will be performed in a workmanlike manner in conformity with standard industry practice. Should any nonconformity be detected within 30 days after the work is completed and prompt notification is made by Buyer in writing to Company, Company will supply the necessary service, direction or consultation to correct the nonconformity.

**C. GENERAL** - The foregoing warranties are further subject to the following general conditions: (1) Consumables, accessories, normal wear and tear, wear parts and perishables are expressly excluded from the foregoing warranties. (2) If Buyer requests the performance of warranty work provided for under the foregoing warranties during other than normal Company work periods, Buyer will be required to pay for all premium time. (3) These warranties will not apply where Company's equipment and/or software has been subjected to: accident, alteration, misuse, abuse, failure on the part of Buyer to ensure proper storage, operation and/or maintenance, installation or servicing by other than Company authorized personnel, the addition or supply of equipment not approved for incorporation into Company's product, integration into the Buyer's environment, or Buyer/ third party supplied software or interfacing. (4) Company does not warrant the calibration of any scale. Company does however warrant the scales manufactured by it to be capable of being adjusted to meet Company's printed specifications, if any, for weighing accuracy as to the particular model/type scale for the period of warranty above stated when properly installed and used. (5) Products of other manufacturers sold by Company as such are warranted by Company solely to the extent of any remaining warranty provided by the original manufacturer. (6) In the event equipment is repaired by Company, the performance of such repair work will not extend existing nor generate new warranty coverage for the equipment as a whole or for those parts not repaired or replaced by Company.

**D. METHODS OF CORRECTION OF DEFECTS DURING WARRANTY** - To correct defects Company may attempt to diagnose and resolve the defect over the telephone or electronically. Certain equipment contains remote support capabilities for direct problem reporting, remote problem determination, and resolution with Company. When Buyer contacts Company for warranty work, it must follow the problem determination, resolution and procedure that Company specifies. At any time following or to assist in problem determination, Company may require return of the part or product to depot for service. If Company determines on-site work is required, a service technician will be scheduled for on-site work. If Buyer gives notice of a defect to Company and requests Company for on-site work when the defect could have been remedied remotely, or if Company responds to Buyer's notice of defect and no defect is found for which Company is liable, Company shall be entitled to compensation for any work performed and costs it has incurred as a result of Buyer's request. Company encourages Buyer to use available remote support technologies. Failure to install and use available remote connectivity tools and equipment for direct problem reporting, remote problem determination and resolution may result in increased response-time and additional costs to Buyer.

**9. INDEMNITY** - Company agrees to indemnify Buyer and hold it harmless from and against any direct loss suffered and any direct liability to third parties whenever such loss or liability is directly due to bodily injury (including death) to any third party or direct damage to any third party property occurring in the course of, and caused exclusively by, any negligent act or omission by Company on the premises of Buyer that occurs in the performance of the work contemplated herein. This indemnity shall include reasonable legal fees and settlements of claim or suit. Buyer shall provide prompt written notice to Company of any actual or anticipated claims against it that might trigger the foregoing indemnity; failure to do so waives Buyer's right to indemnification hereunder. Following such written notice, Company shall have the sole and exclusive right to manage the defense of any indemnified claims and shall be authorized to settle or compromise such claims at its sole and exclusive discretion. Buyer shall cooperate in the defense of all indemnified claims as deemed necessary by Company.

**10. REGULATORY LAWS AND OR STANDARDS** - The performance of the parties hereto is subject to the applicable laws of the United States of America. Company takes reasonable steps to keep the performances of its services in conformity with various nationally recognized standards and such regulations, which may affect its products. However, Company recognizes that its products and services are utilized in many regulated applications and that from time to time standards and regulations are in conflict with each other. Company makes no promise or representation that its services will conform to any federal, provincial, state or local laws, ordinances, regulations, codes or standards except as particularly specified and agreed upon in writing by authorized officers of Buyer and Company. Company prices do not include the cost of any related inspections or permits or inspection fees.

**11. INTELLECTUAL PROPERTY** - The sale and performance of services hereunder will in no way transfer to Buyer any right of ownership in any patents, copyrights, trademarks, technologies, designs, specifications, drawings, or other intellectual property of Company.

**12. DISCLAIMER OF DAMAGES - IN NO EVENT WILL COMPANY BE LIABLE TO BUYER OR ANY OTHER PARTY FOR ANY TYPE OF SPECIAL, CONSEQUENTIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER SUCH DAMAGES ARISE OUT OF OR ARE A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.** Such damages shall include but not be limited to loss of profits or revenues, loss of use of the equipment or associated equipment, cost of substitute equipment, facilities, down time costs, increased construction costs or claims of Buyer's customers or contractors for such damages. Buyer will not transfer, assign or lease the equipment sold hereunder to any third party without first securing from such party the protection afforded to Company herein.

**13. LIMITATION OF LIABILITY** - Company will not be liable for any loss, claim, expense or damage caused by, contributed to or arising out of the acts or omissions of Buyer or third parties, whether negligent or otherwise. In no event will Company's aggregate liability for any and all types of damages or losses related to these terms and conditions or the products or services sold or delivered pursuant hereto exceed the cost of the item giving rise to the claim, whether based in contract, warranty, indemnity, or tort (including negligence). Any suit arising hereunder must be commenced within one year from the date on which the cause of action accrues.

**14. NO RESPONSIBILITY FOR GRATUITOUS INFORMATION OR ASSISTANCE** - Company will not be liable for any information, assistance or advice that, though not required to be provided to Buyer hereunder, is nevertheless provided to Buyer by employees and/or agents of Company while performing Company's obligations hereunder.

**15. INSURANCE** - Upon request, Company shall provide evidence of insurance in accordance with its standard coverage and limits. Company does not provide third parties direct access to its insurance or give additional rights to its insurance, such as naming additional insured parties.

**16. TERMINATION** - Services may be terminated: (i) by Company if it determines that it is unable to perform services at the rates specified due to misuse, abuse, machine cycles, age, assignment, relocation or operation of the equipment. In the event Company elects not to terminate the services, it may adjust its rates for service due to the foregoing factors; (ii) by Company in the event equipment requires major repairs outside the scope of any Company contract with Buyer, and Buyer does not accept the repair estimate provided by Company pursuant to section 1 above. Following termination, any further work performed on Buyer's equipment will be on a time and materials basis only; or (iii) by either party upon 30 days prior written notice to the other party.

**17. FORCE MAJEURE** – The inability of Company to fulfill its obligations required under these terms and conditions resulting from defaults or delays caused by conditions beyond Company's reasonable control including, but not limited to strikes, insurrection, acts of God, war, terrorist activities, emergencies, shortages or unavailability of materials, weather, change in law or other similar causes, will extend the period for the performance of the obligations for the period equal to the period(s) of any such delays(s) and Buyer will not have the right to termination; provided that Company will continue to perform to the extent feasible in view of such force majeure.

**18. INTERPRETATION** – If any of these terms and conditions contravenes or is invalid under applicable law, these terms and conditions shall not fail as a result but will be construed as if such term or provision was not included. The invalid, illegal or unenforceable provision shall be deemed to be automatically modified, and, as so modified, to be included in these terms and conditions, such modification being made to the minimum extent necessary to render the provision valid, legal and enforceable. Waiver or excuse by Company of any noncompliance with these terms and conditions shall not constitute a waiver or excuse of any prior or subsequent noncompliance.

**19. SURCHARGES** – Company's pricing shall be subject to certain additional surcharges ("Surcharges") at Company's sole discretion. Such Surcharges may be required to partially offset the increase in costs of certain raw materials and other commodities including, but not limited to, fuel and steel. Applicable Surcharges will appear on invoices issued by Company to Buyer and shall be due and payable in accordance with the invoice terms. Company shall periodically update any applicable Surcharges based upon reported pricing in the respective industry.

**20. GOVERNING LAW AND PLACE OF JURISDICTION** – The legal relationship between Buyer and Company shall be governed by the laws of the State of Texas and the United States of America. Exclusive place of jurisdiction shall be Wise County, Texas. The United Nations Convention on Contracts for the International Sale of Goods is explicitly excluded.

Date 09/10/2015  
Customer 300657104  
Contract 183153888  
Page 2 of 6

# Mettler-Toledo, LLC

Address 1900 Polaris Parkway  
Columbus, OH 43240-4035  
Phone (800) METTLER  
(800) 638-8537  
Fax (614)438-4900  
E-Mail servicerequests@mt.com

[www.mt.com](http://www.mt.com)

## Service Contract Acknowledgement

**Sold-To / 300657104**  
Wise County  
PO Box 899  
Decatur, TX 76234

**Ship-To / 300656608**  
Wise County  
S Hwy 14  
Bridgeport, TX 76426

**Your Contact**  
Contract Administration  
Phone  
Fax  
E-Mail

+18774831831  
+18663906361  
servicerequests@mt.com

**Bill-To / 300657104**  
Wise County  
PO Box 899  
Decatur, TX 76234

**Customer Contact**

Chad Davis  
Phone  
E-Mail  
Customer No  
Customer PO No  
Permanent Contract ID

+19403897270  
chad.davis@co.wise.tx.us  
300657104  
P183077271

<u>Service Description</u>	<u>Visit(s)</u>	<u>Line Total</u>
Service Plan 100	2	1,341.12
Basic Preventive Maintenance		
Calibrate Local		
Service Plan 200	2	59.97
Basic Preventive Maintenance		
Service Plan 300		
SVC Price Agreement		
<b>Total USD</b>		<b>1,401.09</b>

Thank you for your Business!

**METTLER TOLEDO**

Date 09/10/2015  
 Customer 300657104  
 Contract 183153888  
 Page 3 of 6

# Mettler-Toledo, LLC

Address 1900 Polaris Parkway  
 Columbus, OH 43240-4035  
 Phone (800) METTLER  
 (800) 638-8537  
 Fax (614)438-4900  
 E-Mail servicerequests@mt.com  
 www.mt.com

## Service Contract Acknowledgement

**Service Plan 100** **Service Plan Validity Period**  
 Amendment to Service Agreement - 183153888

Target Dates	Tolerance	Valid From	Valid To
12/01/2015	1 Month	10/01/2015	09/30/2016
08/01/2016	1 Month		

Service Description	Visit(s)	Line Total
101 Basic Preventive Maintenance	2	177.18
102 Calibrate Local	2	1,163.94
<b>Sub-Total USD ( Service Plan 100 )</b>		<b>1,341.12</b>

**Equipment Covered**

Serial Number	Model Type	Asset Number	Department	System
036173995JKB1	FLOOR SCALE			

Thank you for your Business!

**METTLER TOLEDO**

Date 09/10/2015  
Customer 300657104  
Contract 183153888  
Page 4 of 6

# Mettler-Toledo, LLC

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(800) 638-8537  
Fax (614)438-4900  
E-Mail [servicerequests@mt.com](mailto:servicerequests@mt.com)  
[www.mt.com](http://www.mt.com)

## Service Contract Acknowledgement

### Service Plan 200

### Service Plan Validity Period

Amendment to Service Agreement - 183153888

Target Dates	Tolerance	Valid From	Valid To
12/01/2015	1 Month	10/01/2015	09/30/2016
08/01/2016	1 Month		

Service Description	Visit(s)	Line Total
201 Basic Preventive Maintenance	2	59.97
<b>Sub-Total USD ( Service Plan 200 )</b>		<b>59.97</b>

### Equipment Covered

Serial Number	Model Type	Asset Number	Department	System
36173995JK	IND780			

Thank you for your business!



Date 09/10/2015  
Customer 300657104  
Contract 183153888  
Page 5 of 6

## Mettler-Toledo, LLC

Address 1900 Polaris Parkway  
Columbus, OH 43240-4035  
Phone (800) METTLER  
(800) 638-8537  
Fax (614)438-4900  
E-Mail [servicerequests@mtl.com](mailto:servicerequests@mtl.com)

[www.mtl.com](http://www.mtl.com)

### Service Contract Acknowledgement

#### Service Plan 300

<u>Duration</u>	<u>Dates</u>
Agreement Start Date	10/01/2015
Agreement End Date	09/30/2016

<u>Pricing Agreements</u>	<u>Discount</u>
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#### Equipment Covered

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For details on the equipment covered by this price agreement please contact your Mettler Toledo representative.

Thank you for your Business!

**METTLER TOLEDO**



Date 09/10/2015  
Customer 300657104  
Contract 183153888  
Page 6 of 6

## Mettler-Toledo, LLC

Address 1900 Polaris Parkway  
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(800) 638-8537  
Fax (614)438-4900  
E-Mail servicerequests@mtl.com  
[www.mt.com](http://www.mt.com)

### Service Contract Acknowledgement

#### Terms and Conditions

#### Payment Terms

Due 30 Days from Invoice Date

#### General Conditions

Mettler-Toledo, LLC and Customer agree to the following regarding the Service Agreement ("Agreement"). The Effective Date of the Agreement shall be the Proposed Date as shown on the Mettler-Toledo, LLC Quote document. The Term of this Agreement shall be a year-to-year contract that is automatically renewed for successive one-year terms, unless either Mettler-Toledo, LLC or Customer gives written notice to the other party of its intent not to renew no later than sixty (60) days prior to the expiration of the then-current Term. If such notice is not provided, then the Agreement shall renew for another one-year Term (and for successive one-year Terms thereafter provided that 60-day written notice as required hereunder is not provided). For purposes of this provision, "Term" shall be defined as any initial Term or renewal Term hereof. The new annual pricing applicable to each Term shall be established by Mettler-Toledo, LLC in its sole discretion prior to the commencement of each Term.

This order is expressly subject to the attached Exhibit A, which is incorporated herein.

Wise County, Texas

Signature

J.D. Clark  
Name / Title

Date

9-14-15

METTLER-TOLEDO, LLC

Signature

Angie Brier  
Name / Title

Date

9-15-2015

Thank you for your Business!

METTLER TOLEDO

**EXHIBIT A Mettler-Toledo, LLC Service Agreement No. 183153888**

**1. CONTRACT** – All current and future services performed by Mettler-Toledo, LLC ("Company") for the original purchaser ("Buyer") are expressly subject to these terms and conditions. Modifications or additions will be recognized only if accepted in writing by an officer of Company. Provisions of Buyer's purchase order, including Buyer's terms and conditions of purchase, or other documents that add to or differ from these terms and conditions, including any documents presented to Company's field service representatives, are EXPRESSLY rejected. No waiver of these terms and conditions or acceptance of others will be construed as a failure of Company to raise objections. Buyer's acceptance of services shall, without prejudice to any other manner in which acceptance of these terms and conditions may be evidenced, constitute unqualified acceptance of these terms and conditions. Any specifications not specifically agreed to in writing are subject to change without notice.

**2. QUOTATIONS AND PUBLISHED PRICES** – Quotations automatically expire 30 calendar days from the date issued unless otherwise stated in the quotation and are subject to withdrawal by notice within that period. Any purchase or service order issued by Buyer upon an expired quotation may be accepted by Company at its sole discretion; any such acceptance will be communicated to Buyer in writing. Prices shown on the published price lists and other published literature issued by Company are not unconditional offers to sell and/or perform services and are subject to change without notice. Quoted rates/prices, unless otherwise specified, do not include an allowance for shipping, installation and/or final on-site adjustment. Rates/prices for services not covered under a fixed price service contract will be subject to adjustment to those in effect at the time of providing services and may be adjusted to include any necessary surcharge(s). Pricing that differs from Company's published price lists is confidential to Company, and Buyer agrees to strictly maintain such confidentiality. Company expressly disclaims any representation or warranty concerning "most favored customer" pricing which may appear in any of Buyer's documents in connection with any sale by Company to Buyer. Except as otherwise specified, Company will furnish service during regularly scheduled working hours of 8:00 A.M. to 4:30 P.M., Monday through Friday. Service after regular weekday hours and on Saturdays, Sundays, and holidays will be provided at prevailing overtime rates.

**3. TAXES** – Company's prices do not include any applicable sales, goods/services, use, excise or similar taxes, and the amount of any such tax which Company may be required to pay or collect will be added to each invoice and paid by Buyer unless Buyer has furnished Company with a valid tax exemption certificate acceptable to the taxing authorities prior to shipment. If an exemption certificate provided to Company by Buyer is, through no fault of Company, subsequently determined to be invalid, the previously unpaid sales, use, excise or similar tax will be billed to and paid by Buyer.

**4. TERMS OF PAYMENT** – Unless prepayment is required, terms are cash net 30 days from date of invoice. Company will be under no obligation to provide services, including warranty services, should the balance owed to Company be more than thirty (30) days past due. Amounts past due are subject to a service charge equal to the greater of 1.5% per month (or fraction thereof) or the maximum contract rate permitted by law. Upon default and placing of Buyer's account for collection or repossession of equipment, Buyer agrees to reimburse collection costs, legal fees, and court costs incurred by Company in connection therewith. If Company deems that by reason of the financial condition of Buyer or otherwise, the continuance, production or shipment on the terms specified is not justified, Company may require full or partial payment in advance. Subject to the warranties expressly stated in 8 below, all sales are final without right of return. Any indebtedness of Buyer to Company may, at Company's sole option, be credited at any time against any amounts owing by Company to Buyer hereunder.

**5. CHANGES** – Buyer may with the express written consent of Company make changes in the service covered hereunder. In such event, the price and schedule will be equitably adjusted. Company will be entitled to payment for reasonable profit plus costs and expenses incurred by it for work and materials rendered unnecessary as a result of such changes and for work and materials required to effect said changes.

**6. CANCELLATION** – Undelivered parts of any order may be canceled by Buyer only with the prior written approval of Company. If Buyer makes an assignment for the benefit of creditors, or in the event Company has reason to believe that Buyer is unwilling or unable to perform, Company will have the unconditional right to cancel this sales transaction or demand full or partial payment in advance pursuant to 4 above. If services hereunder are canceled or terminated, Buyer will pay to Company the reasonable costs and expenses (including engineering expenses and all commitments to its suppliers and subcontractors) incurred by Company prior to receipt of notice of such cancellation, plus Company's usual rate of profit for similar work. The minimum cancellation charge will be 15% of the price hereunder. If the cancellation is due to Buyer's replacement of its existing equipment with new Company equipment, the cancellation charges will be waived.

**7. GATE PASSES** – Company's field service representatives are neither required nor authorized to sign gate passes or similar documents of Buyer's (howsoever characterized) that include conditions which in any way impose liabilities inconsistent with the limitation of liability stated herein or otherwise modify the undertakings of Company under these terms and conditions.

**8. WARRANTIES: ABSENT A SEPARATE WARRANTY ISSUED TO BUYER BY COMPANY, COMPANY EXPRESSLY WARRANTS THE EQUIPMENT MANUFACTURED AND THE SERVICES PERFORMED BY IT TO BUYER SOLELY AS SET FORTH HEREIN. COMPANY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE). THESE WARRANTIES MAY BE TRANSFERRED TO A SUBSEQUENT PURCHASER OF THE EQUIPMENT ONLY WITH THE PRIOR WRITTEN CONSENT OF COMPANY. IN ADDITION, THE FOLLOWING SHALL CONSTITUTE THE SOLE AND EXCLUSIVE REMEDIES OF BUYER FOR ANY BREACH BY COMPANY OF ITS WARRANTY HEREUNDER.**

**A. PARTS** – If any part provided by Company proves to be defective in material and/or workmanship within ninety (90) days from the installation date or twelve (12) months from the shipment date, whichever date is earlier, Buyer will immediately notify Company in writing of such defect. Should any such parts be found defective Company, at its option, will refund the purchase price or modify, repair or supply a replacement part, provided Buyer agrees to pay reasonable labor, travel time and expenses to and from a service location authorized by Company. Company has the option to have the part returned to it, F.O.B. its factory, or to make such adjustment at the point of installation. Company will accept no responsibility if such part has been improperly operated or maintained or if Buyer has permitted any unauthorized modifications, adjustments and/or repairs to the part. Parts not manufactured by Company will be covered solely by the warranty of the original manufacturer, if any.

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**11. INTELLECTUAL PROPERTY** – The sale and performance of services hereunder will in no way transfer to Buyer any right of ownership in any patents, copyrights, trademarks, technologies, designs, specifications, drawings, or other intellectual property of Company.

**12. DISCLAIMER OF DAMAGES** – IN NO EVENT WILL COMPANY BE LIABLE TO BUYER OR ANY OTHER PARTY FOR ANY TYPE OF SPECIAL, CONSEQUENTIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER SUCH DAMAGES ARISE OUT OF OR ARE A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. Such damages shall include but not be limited to loss of profits or revenues, loss of use of the equipment or associated equipment, cost of substitute equipment, facilities, down time costs, increased construction costs or claims of Buyer's customers or contractors for such damages. Buyer will not transfer, assign or lease the equipment sold hereunder to any third party without first securing from such party the protection afforded to Company herein.

**13. LIMITATION OF LIABILITY** – Company will not be liable for any loss, claim, expense or damage caused by, contributed to or arising out of the acts or omissions of Buyer or third parties, whether negligent or otherwise. In no event will Company's aggregate liability for any and all types of damages or losses related to these terms and conditions or the products or services sold or delivered pursuant hereto exceed the cost of the item giving rise to the claim, whether based in contract, warranty, indemnity, or tort (including negligence). Any suit arising hereunder must be commenced within one year from the date on which the cause of action accrues.

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**CONTRACT OF SERVICE BETWEEN WISE COUNTY, TEXAS  
AND THE RHOME PUBLIC LIBRARY FOR  
SERVICES AS A COUNTY LIBRARY**

**STATE OF TEXAS**

**COUNTY OF WISE**

**FY 2015-2016**

This agreement is made between Wise County, Texas, (hereinafter called "County") and the Rhome Public Library, (hereinafter called "Library"), an established Public Library located in the City of Rhome, Texas.

**WITNESSETH:**

**WHEREAS**, The Texas Local Government Code 323.011 allows the County to contract for library privileges with an established Library,

**WHEREAS** the Library has and maintains an established free library which is capable of and is serving the City of Rhome, Texas, and is also capable of serving a segment of the county population that lies outside the limits of any municipality,

**WHEREAS** the Library and the County have expressed the desire to enter into a contract to provide a free library system to provide enhanced services to both the Library and the County,

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter set forth, the Library and County agree:

1. The Library shall provide library service as and shall assume the functions of a County free library for the surrounding county area that lies outside the boundaries of incorporated municipalities.

2. The County shall pay out of current available funds to the Library the sum of \$24,448.84.

3. The Library, except as otherwise provided herein, shall have the sole control, administration, and direction of policies over the Library.

4. All citizens of Wise County residing outside the limits of incorporated municipalities shall have equal privileges with respect to library services provided by the Library.

5. The Rhome Public Library agrees that the Library Annual Report to the Texas State Library shall be open to inspection by the County or its designated representatives during normal business hours.

6. Either party to the contract may terminate it by giving to the other party six months' notice of its intention to do so. Property acquired under the contract is subject to division upon termination of this contract.

7. If, for any fiscal year, a party fails to appropriate funds in amounts sufficient to pay or perform its obligations under this Agreement, such party shall endeavor to provide thirty (30) days notice

of its intent not to appropriate the necessary funds for its performance of obligations under this Agreement.

8. This contract shall be for a one-year period commencing October 1, 2015 and ending September 30, 2016.

**APPROVED** by the governing body of the Rhome Public Library, Texas in a meeting held on the 9th day of September, 2015 and executed by the Board President of that governing body and the Librarian of the Rhome Public Library, pursuant to a Resolution of the governing body.

BY: Rose Elan Meter  
Board President

BY: Lynda Green  
Librarian

**APPROVED** by the Commissioners' Court of Wise County, Texas, in a meeting held on the 24th day of August, 2015 and executed by the County Judge pursuant to a Resolution of the Commissioners' Court.

County of Wise, Texas

BY: J. C. M.  
County Judge

**CONTRACT OF SERVICE BETWEEN WISE COUNTY, TEXAS  
AND THE CHICO PUBLIC LIBRARY FOR  
SERVICES AS A COUNTY LIBRARY**

**STATE OF TEXAS**

**COUNTY OF WISE**

**FY 2015-2016**

This agreement is made between Wise County, Texas, (hereinafter called "County") and the Chico Public Library, (hereinafter called "Library"), an established Public Library located in the City of Chico, Texas.

**WITNESSETH:**

**WHEREAS**, The Texas Local Government Code 323.011 allows the County to contract for library privileges with an established Library,

**WHEREAS** the Library has and maintains an established free library which is capable of and is serving the City of Chico, Texas, and is also capable of serving a segment of the county population that lies outside the limits of any municipality,

**WHEREAS** the Library and the County have expressed the desire to enter into a contract to provide a free library system to provide enhanced services to both the Library and the County,

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter set forth, the Library and County agree:

1. The Library shall provide library service as and shall assume the functions of a County free library for the surrounding county area that lies outside the boundaries of incorporated municipalities.

2. The County shall pay out of current available funds to the Library the sum of \$22,530.17.

3. The Library, except as otherwise provided herein, shall have the sole control, administration, and direction of policies over the Library.

4. All citizens of Wise County residing outside the limits of incorporated municipalities shall have equal privileges with respect to library services provided by the Library.

5. The Chico Public Library agrees that the Library Annual Report to the Texas State Library shall be open to inspection by the County or its designated representatives during normal business hours.

6. Either party to the contract may terminate it by giving to the other party six months' notice of its intention to do so. Property acquired under the contract is subject to division upon termination of this contract.

7. If, for any fiscal year, a party fails to appropriate funds in amounts sufficient to pay or perform its obligations under this Agreement, such party shall endeavor to provide thirty (30) days

notice of its intent not to appropriate the necessary funds for its performance of obligations under this Agreement.

8. This contract shall be for a one-year period commencing October 1, 2015 and ending September 30, 2016.

**APPROVED** by the governing body of the Chico Public Library, Texas in a meeting held on the 15th day of September, 2015 and executed by the Board President of that governing body and the Librarian of the Chico Public Library, pursuant to a Resolution of the governing body.

BY: Michelle D. Stonaker  
Board President

BY: Michelle D. Stonaker  
Librarian

**APPROVED** by the Commissioners' Court of Wise County, Texas, in a meeting held on the 24th day of August, 2015 and executed by the County Judge pursuant to a Resolution of the Commissioners' Court.

County of Wise, Texas

BY: [Signature]  
County Judge

**AGREEMENT**

THE STATE OF TEXAS §

COUNTY OF WISE §

FY 2015-2016

**THIS AGREEMENT**, made and entered into by and between **COURT APPOINTED SPECIAL ADVOCATES OF WISE COUNTY, INC.**, a private non-profit corporation chartered by the State of Texas, acting herein by and through its duly authorized agent and officer, hereinafter referred to as **CASA** and **WISE COUNTY**, acting by and through its County Judge, duly authorized so to act, hereinafter referred to as **COUNTY**,

**WITNESSETH**

**WHEREAS**, **CASA** provides services to assist the **WISE COUNTY** courts in providing for the best interests of the children in child abuse matters; and

**WHEREAS**, The Wise County Commissioners Court hereby finds that the programs and efforts of **CASA** benefit the citizens of **WISE COUNTY**, particularly children in need of such services;

**NOW THEREFORE**, **COUNTY** and **CASA** hereby agree as follows:

**I.**

**CASA** agrees to continue to providing such public services already being provided to the courts and the children of **WISE COUNTY**.

**II.**

For the public services provided above, the **COUNTY** shall provide **CASA** a lump sum not to exceed **\$56,000** during the term of this contract. All sums to be paid under this contract by the **COUNTY** shall be made from current revenues available after property taxes are received by the **COUNTY**. The term of this contract is one year beginning on October 1, 2015 and ending on September 30, 2016.

**III.**

**CASA agrees to INDEMNIFY AND HOLD HARMLESS WISE COUNTY, its officers, agents, servant or employees from any loss, damage, injury or claim arising from the negligent operation of its program.**

**IV.**

Nothing contained in this agreement shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, partnership, joint enterprise, common enterprise, joint venture, joint owners, or joint tenants between the parties. The parties hereby declare and acknowledge that the relationship existing is one of independent contractor. This agreement does not and shall not be construed to entitle either party or any of their respective employees or officials, if applicable, to any benefit, privilege or other amenities of employment from the other party.

V.

The parties to this contract do not intend to create any third party beneficiaries of the contract rights contained herein. No person who is not a party to this contract may bring a cause of action pursuant to this contract as a third party beneficiary. This contract may not be interpreted to waive the sovereign immunity of any party to this contract to the extent such party may have immunity under the law of the State of Texas.

VI.

CASA agrees to provide COUNTY all records relating to the programs performed by CASA upon written request of COUNTY and to provide a final report detailing the manner in which the funds were expended within 60 days of the end of the requested funding year. CASA shall yearly provide THE COUNTY all documentation related to their continued status as a 501C Organization.

VII.

If any term in this agreement shall be found to be invalid, the remainder of this agreement shall not be affected thereby, and each remaining term of this agreement shall be valid and shall be enforced to the fullest extent permitted by law.

VIII.

The undersigned officers are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

IX.

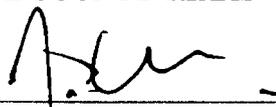
This agreement shall be governed by the laws of the State of Texas and the venue for enforcement shall be Wise County, Texas.

WITNESS OUR HANDS this 24<sup>th</sup> day of August, 2015.

COURT APPOINTED SPECIAL ADVOCATES OF WISE COUNTY



WISE COUNTY TEXAS

  
\_\_\_\_\_  
Wise County Judge



V.

The parties to this contract do not intend to create any third party beneficiaries of the contract rights contained herein. No person who is not a party to this contract may bring a cause of action pursuant to this contract as a third party beneficiary. This contract may not be interpreted to waive the sovereign immunity of any party to this contract to the extent such party may have immunity under the law of the State of Texas.

VI.

**THE CENTER** agrees to provide **COUNTY** all records relating to the programs performed by **THE CENTER** upon written request of **COUNTY** and to provide a final report detailing the manner in which the funds were expended within 60 days of the end of the requested funding year. **THE CENTER** shall yearly provide **THE COUNTY** all documentation related to their continued status as a **501C Organization**.

VII.

If any term in this agreement shall be found to be invalid or unenforceable, the remainder of this agreement shall not be affected thereby, and each remaining term of this agreement shall be valid and shall be enforced to the fullest extent permitted by law.

VIII.

The undersigned officers are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

IX.

This agreement shall be governed by the laws of the State of Texas and the venue for enforcement shall be Wise County, Texas.

WITNESS OUR HANDS this 24<sup>th</sup> day of August, 2015.

**WISE HOPE SHELTER AND CRISIS CENTER**

Pat Clayton Executive Director  
**WISE COUNTY TEXAS**

[Signature]  
**Wise County Judge**



V.

The parties to this contract do not intend to create any third party beneficiaries of the contract rights contained herein. No person who is not a party to this contract may bring a cause of action pursuant to this contract as a third party beneficiary. This contract may not be interpreted to waive the sovereign immunity of any party to this contract to the extent such party may have immunity under the law of the State of Texas.

VI.

**THE COUNCIL** agrees to provide **COUNTY** all records relating to the programs performed by **THE COUNCIL** upon written request of **COUNTY** and to provide a final report detailing the manner in which the funds were expended within 60 days of the end of the requested funding year. **THE COUNCIL** shall yearly provide **THE COUNTY** all documentation related to their continued status as a **501C Organization**.

VII.

If any term in this agreement shall be found to be invalid, the remainder of this agreement shall not be affected thereby, and each remaining term shall be valid and shall be enforced to the fullest extent permitted by law.

VIII.

The undersigned officers are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

IX.

This agreement shall be governed by the laws of the State of Texas and the venue for enforcement shall be Wise County, Texas.

WITNESS OUR HANDS this 24<sup>th</sup> day of August, 2015.

WISE COUNTY COUNCIL ON ALCOHOL AND DRUG ABUSE



WISE COUNTY TEXAS

  
\_\_\_\_\_  
Wise County Judge

**INTERLOCAL AGREEMENT FOR  
ANIMAL CONTROL SERVICES**

**THE STATE OF TEXAS §**

§

**FISCAL YEAR 2015-2016**

**COUNTY OF WISE §**

THIS AGREEMENT is made and entered into by and between the CITY OF AURORA, TEXAS (hereinafter referred to as "CITY"), and WISE COUNTY, TEXAS, on behalf of its Sheriff's Department (hereinafter referred to as "COUNTY").

**RECITALS**

**WHEREAS**, Chapter 791 of the TEXAS GOVERNMENT CODE, also known as the INTERLOCAL COOPERATION ACT, authorizes all local governments to contract with each other to provide a governmental function or service that each party to the contract is authorized to perform individually and in which the contracting parties are mutually interested, such as police protection and public health and welfare; and

**WHEREAS**, AURORA is organized under the laws of Texas and is authorized to enter into this agreement pursuant to its CITY CHARTER; and

**WHEREAS**, the Wise County Sheriff's Department is duly organized and functioning in accordance with the laws of the State of Texas; and

**WHEREAS**, CITY and COUNTY represent that each is independently authorized to perform the functions contemplated by this Agreement; and

**WHEREAS**, the COUNTY operates Animal Control Services in its normal duties for the purpose of reducing general animal control problems in the COUNTY, including, but not limited to, vaccination of animals, reporting human exposure to rabies, quarantine and testing of biting animals, reduction of the stray animal population, restraint of dangerous animals, protecting its citizens from the dangers and problems associated with animals at large; inhumane treat of animals, and other related services; and prescribe penalties for violations of such provisions in accordance with Chapters 822, 825 and 826 of the Texas Health and Safety Code, and Chapter 142 Agriculture Code; and

**WHEREAS**, the CITY currently has a need for such Animal Control Services and is not equipped or able to render such services; and

**WHEREAS**, each party has sufficient funds available from current revenues to perform the function contemplated by this Agreement; and

**NOW, THEREFORE** in consideration of the above recitals, mutual benefits and promises each to the other made herein, the parties named above do hereby agree as follows:

**INCORPORATION OF RECITALS**

The above recitals, having been found by the Parties to be true and correct in all respects are incorporated into this Agreement by reference.

## COUNTY'S OBLIGATION/SCOPE OF SERVICES

- A. COUNTY agrees to provide Animal Control Services to CITY for "CITY-Reported Animal Calls" occurring within the CITY limits of said CITY. "CITY-Reported Animal Call" shall mean calls made by CITY to the COUNTY dispatch to request Animal Control Services.
- B. At the COUNTY's sole discretion, an Animal Control Officer will provide service within the corporate limits of the CITY in a manner similar to services provided within the COUNTY's normal jurisdiction. Further, the COUNTY will dispatch at least one (1) Animal Control Officer in response to a CITY-Reported Animal Call, so long as there is at least one (1) Animal control officer "on duty". If no Animal Control Officer is on duty, the COUNTY dispatch may dispatch a Sheriff's Deputy to the call and determine if the call is an emergency and notify an Animal Control Officer.
- C. Animal Control officers are considered:  
"On duty":  
Monday through Saturday 8 am to 5 pm.  
"Off duty":  
After 5 p.m. Monday through Saturday; all day Sunday; and Holidays
- D. The following situations are considered emergency calls:
- Any Fire and Police/Sheriff calls for assistance
  - Vicious/dangerous animal
  - Animal attack/bite against a human
- E. COUNTY will respond directly to requests for Animal Control Services from the CITY. The COUNTY will refer all other requests for Animal Control Services to a CITY representative for determination of the need for COUNTY services.
- F. COUNTY agrees to transport all captured animals to the COUNTY Animal Shelter.
- G. COUNTY further agrees to enforce all applicable regulations through issuance of citations or filing of civil and/or criminal charges.
- H. COUNTY agrees; as needed or required by law; to perform humane destruction of animals in the field and removal of carcasses. COUNTY will submit any suspect animal's head to the Department of State Health Services for rabies diagnosis, in the event of human contact.

## CITY'S OBLIGATIONS

- A. CITY shall fully cooperate with COUNTY in the provision of Animal Control Services, including but not limited to, furnishing: any and all information in its possession about the ownership of a suspected rabid animal, including Rabies Vaccination Certificates maintained by any department of the CITY; any history of the animal; the name and address of any person reporting an animal bite or scratch; the name and address of any possible victims of an animal bite or injury; and the name and address of any person believed to own an animal which the CITY has called the COUNTY to capture or remove.
- B. CITY agrees to furnish information to the COUNTY in a timely and expeditious manner.
- C. CITY agrees to pay all fees associated with the impoundment, testing, medical treatment or final disposition of any animal; for any product or service provided by the Animal Shelter; and for any product or service provided by any person other than the COUNTY. Any service rendered by the COUNTY

which will result in over \$1,000.00 of charges to the CITY must be pre-approved by the CITY Administrator or Mayor

### **CITY RIGHTS PRESERVED**

Nothing in this Agreement shall divest, diminish or affect the CITY's authority to issue its own notices of violations and court citations for alleged violation of CITY Ordinances; nevertheless each CITY delegates to the COUNTY the authority to perform the animal control services described in this Agreement within the CITY Limits. However, under no circumstances will the COUNTY perform the actions contemplated in this agreement if CITY has concurrently contracted with a **PRIVATE FOR PROFIT** Company to perform animal control services within the CITY Limit's. This arrangement would nullify the purpose of this Interlocal Agreement since the CITY can provide Animal Control Services for itself. A contract with **PRIVATE FOR PROFIT** Company will make this Agreement subject Termination.

### **CONSIDERATION**

- A. In consideration for the COUNTY's performance of the obligations and services listed herein, the CITY shall pay out of current available funds a monthly invoice issued by the COUNTY for services provided to the CITY during the previous month.
- B. The CITY shall be charged for the services in this contract according to the COUNTY fee schedule submitted every year to the Texas Comptroller for Public Accounts. (See Attachment A)(Local Government Code Section 118.131)
- C. The monthly invoice for the COUNTY services performed in this agreement shall be paid by the tenth (10<sup>th</sup>) day of every month and mailed to:

Wise County Sheriff  
Attn: Animal Control  
200 Rook Ramsey Drive  
Decatur, Texas 76234

- D. The COUNTY will reevaluate all fees prior to October 1<sup>st</sup>. The COUNTY will inform the CITY of any proposed fee changes thirty (30) days prior to any renewal of the Agreement. If the fees are amended, the new fees will be included as a modification, according to the term listed below in the General Provisions. In compliance with Local Government Code 118.131, the amended fee changes will not take effect until January 1<sup>st</sup>. All dispute resolution options, mentioned in this Agreement, are available if the CITY disagrees with the proposed rate changes.

### **NOTICE OF NONAPPROPRIATION**

If, for any fiscal year, the Parties fail to appropriate funds in amounts sufficient to perform its obligations under this Agreement, the Parties shall promptly give notice of the nonappropriation of funds. Parties shall make a reasonable effort to ensure that funds are appropriated to fully carry out its obligations as set forth in this Agreement. The Parties shall endeavor to provide thirty (30) days notice of its intent not to appropriate the necessary funds for its performance of obligations under this Agreement.

## **DEFAULT**

In the event the CITY fails to pay all costs set forth above or perform its obligation set forth herein, the COUNTY shall give the CITY a thirty (30) day written notice of default with an opportunity to cure such default within that time period. If CITY fails to cure such default during the stated period, the Agreement shall terminate and CITY shall assume responsibility for its own animal control operation. In the event the COUNTY fails to perform its services under this agreement, the CITY has all available options under the termination and dispute resolution sections of this Agreement.

## **TERM AND RENEWAL TERMS**

The effective date of this agreement shall be October 1, 2015, or the date that both parties have signed within the 2015-2016 fiscal year, whichever is the later, and this contract shall expire at midnight of September 30, 2016.

## **TERMINATION**

- A. **By Mutual Agreement:** This Agreement may be terminated by mutual agreement of the CITY and the COUNTY, as evidenced by a written termination agreement.
- B. **For Nonappropriation of funds:** As mentioned above, if the Parties fails to appropriate funds necessary for performance of the obligations under this Agreement, the other Party may terminate this Agreement.
- C. **By Either party:** This agreement may be terminated at any time for convenience or fault upon thirty (30) days written notice to the other party. All costs and liabilities incurred by the COUNTY on behalf of the CITY prior to termination shall be the responsibility of the CITY.

## **GENERAL APPORTIONMENT OF RESPONSIBILITY AND IMMUNITY**

**In the event of joint or concurrent negligence of the parties, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without, however, waving any governmental immunity available to either party individually under Texas law. The CITY shall be responsible for its sole negligence. The COUNTY shall be responsible for its sole negligence. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person.**

## **INDEPENDENT CONTRACTOR**

- A. The COUNTY shall be responsible for the Animal Control Services contemplated under this Agreement. The COUNTY shall supply all materials, equipment, tools, transportation, and labor required for or reasonably incidental to the performance of the Animal Control Services. The COUNTY shall have ultimate control over the execution of the work under this Agreement. The COUNTY shall have the sole obligation to employ, direct control, supervise, manage, discharge and compensate all of its employees.
- B. The COUNTY shall retain personal control and shall give its personal attention to the faithful prosecution and completion of its services and fulfillment of this Agreement.

## DISPUTE RESOLUTION

- A. **Dispute Resolution Process.** Before commencing formal legal proceedings concerning any dispute arising under or relating to this Agreement, or any breach thereof, the Parties agree to observe the following Dispute Resolution Process.
- B. **Notice.** A written complaint which contains sufficient detail to clearly identify the problems giving rise to the dispute, and the responding Party shall have a reasonable opportunity to respond.
- C. **First Resolution Meeting.** After consulting with and obtaining input from the appropriate individuals so as to facilitate a complete discussion and proposed solution, the Parties shall schedule a meeting and designate representatives to attend such meeting to attempt to facilitate an agreed resolution.
- D. **Second Resolution Meeting.** If the Parties' designated representatives cannot reach an agreed resolution, the following representatives shall meet to discuss the matter: CITY: City Manager and/or Mayor; COUNTY: County Commissioner and/or County Judge.
- E. **Successful Resolution.** If resolution is made it shall be reduced to a written agreement to be approved by each side's governing body. If approved, the written agreement will become an amendment to the original agreement. However, it will not supersede any term or condition except those dealing with the subject matter of the dispute.
- F. **Unsuccessful Resolution.** If all above options are completed and the Parties are unable to reach a resolution, either Party may pursue all legal and equitable remedies available to it under Texas law.

## GENERAL PROVISIONS

- A. **Severability Clause.** The Parties intend for the various provisions of this Agreement to be severable so the invalidity, if any, of one or more sections of this Agreement shall not affect the validity of the remaining provisions of the Agreement.
- B. **Counterparts.** This document may be executed in any number of original signature counterparts, each of which shall for all purposes be deemed an original, and all such counterparts shall constitute one and the same document.
- C. **Notices.**

**To COUNTY:** Any Notice permitted or required to be given to the COUNTY hereunder must be in writing and may be given by Certified United States Mail, Return Receipt Requested, postage prepaid, addressed to:

Wise County Sheriff  
Attn: Animal Control  
200 Rook Ramsey Drive  
Decatur, Texas 76234

**To CITY:** Any notice permitted or required to be given to the CITY hereunder must be in writing and may be given by Certified United States Mail, Return Receipt Requested, postage prepaid, addressed to:

City of Aurora  
303 Derting Rd.  
Aurora, TX 76078

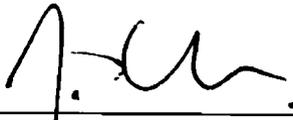
Any notice permitted or required to be given hereunder shall be deemed to have been given upon deposit of the notice in the United States Mail as aforesaid.

- D. **Authority of Signatories.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.
- E. **Governing Law/Venue.** This Agreement shall be interpreted in accordance with the laws of the State of Texas and Wise County is the proper venue for any action regarding this contract.
- F. **Entirety of the Agreement and Modifications:** This agreement represents the entire and integrated agreement between the CITY and the COUNTY and supersedes all prior negotiations, representations and/or agreements, either written or oral. This agreement may be amended only by mutual agreement of the parties made in writing.

DATED to be effective this the 1<sup>st</sup> day of October, 2015

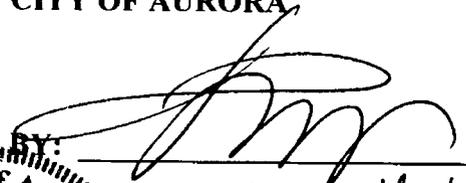
WISE COUNTY

CITY OF AURORA

BY: 

Wise County Judge

Date: 9/8/15

BY: 

City Administrator

Date: Oct. 11. 2015



## ATTACHMENT A

### **Animal Control Fees:**

#### Dogs & Cats:

##### Owner Fees

Impound/first day.....	\$ 20.00
(each day thereafter).....	\$ 6.00
Euthanasia of owned animals.....	\$ 35.00
Quarantine Fee (10 days & Vet. Check).....	\$ 135.00

##### City Fees

City fee per animal brought to shelter for euthanasia.....	\$ 35.00
City fee per animal picked up for euthanasia.....	\$ 50.00

##### Livestock:

Impound – per head	
Large (Horse, Cow & Bull).....	\$ 75.00
Small (Goat, Sheep, Hog & Flightless Bird).....	\$ 50.00
Hauling/per head.....	\$ 50.00
Release fee/per head.....	\$ 25.00
Roundup, loading & care of livestock.....	Assessed by Contractor

*(A complete list of County Charges is found on the State Comptroller's website*

[www.window.state.tx.us](http://www.window.state.tx.us))

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# TECHNICAL SERVICE SUPPORT AGREEMENT



Contract Number:

End User # 00585501  
WISE CTY EMS  
1101 W ROSE AVE  
DECATUR, TX 76234

Bill To # 00585501  
WISE CTY EMS  
1101 W ROSE AVE  
DECATUR, TX 76234

This Technical Service Support Agreement begins on 10/1/2015 and expires on 9/30/2016.

The designated Covered Equipment and/or Software is listed on Schedule A. This Technical Service Agreement is subject to the Terms and Conditions on the reverse side of this document and any Schedule B, if attached. If any Data Management Support and Upgrade Service is included on Schedule A then this Technical Service Support Agreement is also subject to Physio-Control's Data Management Support and Upgrade Service Terms and Conditions, rev 7/99-

Price of coverage specified on Schedule A Annual installments.

### Special Terms

15% DISCOUNT ON ACC  
15% DISCOUNT ON AL  
Scope listed is Onsite Pr

FE  
9-28-15

Accepted: Physio-Control, Inc.

By: [Signature]  
Title: Contract Analyst

Date: 09/15/2015

[Signature] - Wise County

JDC Clark

Title: County Judge

Date: 9-14-15

Purchase Order Number: none

Territory Rep: WECC58  
Michael Glass  
Phone: 800-442-1142 x 72718  
FAX: 800-772-3340

Customer Contact:  
Charles Dillard, Director  
Phone: (940) 627-2002 x 8  
FAX:

PHYSIO-CONTROL, INC.  
TECHNICAL SERVICE SUPPORT AGREEMENT TERMS AND CONDITIONS

Customer's signature on this Agreement or a valid purchase order referencing this Technical Service Support Agreement is required prior to Physio-Control's acceptance and performance of this Agreement. This Agreement covers only the equipment listed on Schedule A ("Covered Equipment"). These terms constitute the complete agreement between the parties and they shall govern over any other documents, including Customer's purchase order. These terms may not be revised in any manner without the prior written consent of Physio-Control.

**SERVICES.** The Services provided under this Agreement are set forth on Schedule A. Physio-Control strives, but does not guarantee, to return service calls within two (2) hours and to resolve service issues within twenty-four (24) hours. Following Services, Physio-Control will provide Customer with a written report of actions taken or recommended and identification of any materials replaced or recommended for replacement. The following Services are available and further described as they relate to each specific Physio-Control device on Schedule B:

"Repair Plus Service" or "Repair Only Service" means repairs, Battery Replacement Service, parts and labor necessary to restore Covered Equipment to original specifications, subject to Exclusions (as set forth below).

"Preventative Maintenance" or "Inspection Only Service" means inspection and adjustment to maintain Covered Equipment in satisfactory operating condition. Inspections include tests, measurements, and a thirty-point evaluation of Covered Equipment. Covered Equipment is properly calibrated, mechanical operations are checked and adjusted, if necessary, and output measurements are verified to function properly. Electrical safety checks are also performed in accordance with National Fire Protection Association (NFPA) guidelines. Preventative Maintenance and Inspection Only Service are subject to Exclusions.

"Comprehensive Service" or "Repair & Inspect Service" means repairs, Battery Replacement Service, parts and labor necessary to restore Covered Equipment to original specifications, and inspections to verify proper device calibration, mechanical operations and output measurements, electrical safety check in accordance with NFPA guidelines, and Updates (as set forth below), subject to Exclusions.

"Battery Replacement Service" means replacement of batteries on a one-for-one, like-for-like basis, up to the number of batteries and/or devices listed in Schedule A. Only batteries manufactured or distributed by Physio-Control are eligible for replacement. Battery replacement is available upon Customer notification to Physio-Control of the occurrence of: (i) battery failure as determined by Customer's performance testing and evaluation in accordance with the applicable Operating Instructions; or (ii) as recommended in the applicable device's Operating Instructions.

At the discretion of Physio-Control, battery replacement shall be effected by shipment to Customer and replacement by Customer, or by on-site delivery and replacement by a Physio-Control Service Technician. Upon Customer's receipt of a replacement battery, the battery being replaced shall become the property of Physio-Control, and Customer must return the battery being replaced to Physio-Control for proper disposal. In the event that Physio-Control does not receive the battery being replaced, Physio-Control will invoice Customer the then-current rate for the replacement battery.

"On-Site Service" means that a Physio-Control factory-trained technician will provide Services at Customer's location. Services will be performed between 8:00am and 5:00pm local time, Monday through Friday, excluding holidays. Customer is to ensure Covered Equipment is available for Services at scheduled times. Some Services may not be completed On-Site. Physio-Control will cover travel and/or round-trip freight for Covered Equipment that must be sent to our designated facility for repair.

"Ship-in Service" means that Services will be performed at Physio-Control's designated facility. Physio-Control will cover round-trip freight for Covered Equipment that is sent to our designated facility for Services.

If Covered Equipment is not available when Services are scheduled or Customer requests services or goods not covered by this Agreement or outside of designated Services frequency or hours, Physio-Control will charge Customer for such services at 10% off Physio-Control's standard rates (including overtime, if appropriate) and applicable travel costs in addition to the contract price. Repair parts required for such repairs will be made available at 15% off the then-current list price.

**EXCLUSIONS.** Unless otherwise specified, Services do not include the following Exclusions:

- supply or repair of accessories or disposables
- repair of damage caused by misuse, abuse, abnormal operating conditions, operator errors, acts of God, and use of batteries, electrodes, or other products not distributed by Physio-Control
- case changes
- repair or replacement of items not originally distributed or installed by Physio-Control
- Upgrades, and installation of Upgrades
- battery maintenance, performance testing, evaluation, removal, and recycling

**LOANERS.** If Covered Equipment must be removed from use to complete Services, Physio-Control will strive to provide Customer with a similar loaner device until the Covered Equipment is returned. Customer assumes complete responsibility for the loaner and shall return the loaner at Customer's expense to Physio-Control in the same condition as received, upon the earlier of the return of the

removed Covered Equipment or Physio-Control's request.

UPDATES. "Update" means a change to a device to enhance its current features, stability, or software. If Comprehensive Service or Repair & Inspect Service is designated for Covered Equipment on Schedule A, Physio-Control will install Updates at no additional cost, provided such Updates are installed at the time of regularly scheduled Services. Updates installed on Covered Equipment designated on Schedule A as Repair Plus Service, Repair Only Service, Preventative Maintenance Service, Inspection Only Service, or at a time other than regularly scheduled Comprehensive Service or Repair & Inspect Service, will be billed on a separate invoice at 20% off the then-current list price of the Update. For all Service plans, if parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price.

UPGRADES. "Upgrade" means a major, standalone version of software or the addition of features or capabilities to a device. For all Service plans, Upgrades must be purchased separately and are not provided under this Agreement. Upgrades are available at a rate of 17% off the then-current list price.

PRICING. Pricing is set forth on the first page of this Agreement, on the Quote for Services, and/or on the Invoice for the Services purchased. Prices do not include taxes. Sales, service or use taxes will be invoiced in addition to the price of the goods and Services covered by this Agreement unless Physio-Control receives a copy of a valid exemption certificate. If the number or configuration of Covered Equipment changes during the Term, pricing shall be pro-rated accordingly. For Preventative Maintenance Service, Inspection Only Service, Comprehensive Service, and Repair & Inspect Service, no pricing deduction will be made for removal of Covered Equipment if preventative maintenance and inspection have already been performed during the Term and no further preventative maintenance and inspection are scheduled to occur. Discounts may not be combined with other special terms, discounts, and/or promotions.

PAYMENT. Payment is due within thirty (30) days of invoice date.

WARRANTY. Physio-Control warrants Services performed under this Agreement and repair/replacement parts provided in performing such Services against defects in material and workmanship for ninety (90) days from the date Services were performed or a repair/replacement part was provided. Customer's sole remedy shall be reservicing the affected Covered Equipment and/or replacement of any part determined to be defective, without additional charge, provided Customer notifies Physio-Control of any allegedly defective condition within ten (10) calendar days of its discovery by Customer. Physio-Control makes no other warranties, express or implied, including, without limitation. NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO-CONTROL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR OTHER DAMAGES.

TERM. The Term of this Agreement is set forth on the first page of this document, or in the Quote and/or Invoice for the Services purchased. ~~This Agreement shall automatically renew unless terminated by either party with written notice thirty (30) days prior to the expiration of the then-current Term.~~ Prices are subject to change upon renewal.

JAC  
AP  
08/06/2015

TERMINATION. Either party may terminate this Agreement for material breach by the other party by providing thirty (30) days' written notice to the other party, and provided such breach is not cured within the notice period. In addition, either party may terminate this Agreement at any time upon sixty (60) days' prior written notice to the other party. In the event of such early termination by Customer, Customer shall be responsible for the portion of the designated price which corresponds to the portion of the Term prior to the effective date of termination and the list-price cost of any preventative maintenance, inspections, or repairs rendered during the Term.

DELAYS. Physio-Control will not be liable for any loss or damage of any kind due to its failure to perform or delays in its performance resulting from any cause beyond its reasonable control, including, but not limited to, acts of God, labor disputes, labor shortages, the requirements of any governmental authority, war, civil unrest, delays in manufacture, obtaining any required license or permit, and Physio-Control's inability to obtain goods from its usual sources. Any such delay shall not be considered a breach of Physio-Control's obligations and the performance dates shall be extended for the length of such delay.

DEVICE INSPECTION BEFORE ACCEPTANCE. Any device that is not covered by either a Physio-Control Limited Warranty or a current Physio-Control Technical Service Support Agreement must be inspected and repaired (if necessary) to meet original specifications at customer's cost at the then-current list prices prior to being covered under a Technical Service Support Agreement. Physio-Control reserves the right to refuse to support any device that has been remanufactured by a company other than Physio-Control.

MISCELLANEOUS. (a) During the Term of this Agreement and for one (1) year following its expiration, without Physio-Control's prior written consent, Customer agrees to not to solicit or offer employment to anyone who is employed by Physio-Control to provide Services such as those described in this Agreement; (b) this Agreement, and any related obligation of other party, may not be assigned in whole or in part without the prior written consent of the other party; (c) this Agreement shall be governed by the laws of the State in which the Services are provided; ~~(d) all costs and expenses incurred by the prevailing party related to the enforcement of its rights under this Agreement, including reasonable attorney's fees, shall be reimbursed by the other party.~~

JAC  
AP  
08/06/2015

PHYSIO-CONTROL, INC.  
TECHNICAL SERVICE SUPPORT AGREEMENT  
SCHEDULE A

Contract Number:

Servicing Rep: Mark Radford, WECC56

District: SOUTHWEST

Phone:

FAX: 800-772-3340

Equipment Location: WISE CTY EMS, 00585501  
1101 W ROSE AVE  
DECATUR, TX 76234

Scope Of Service On Site Preventative Maintenance; Ship In Repair Plus

<u>Model</u>	<u>Part Number</u>	<u>Serial Number</u>	<u>Ref. Line</u>	<u>Effective Date</u>	<u>Expiration Date</u>	<u>Total Inspections</u>
LIFEPAK® 15	V15-2-001604	42831378	16	10/7/2015	9/30/2016	1

\*\* Denotes an inventory line that has changed since the last contract revision or addendum.

Reference Number: AC-0442  
Printed: 7/28/2015

Renewal  
Page 4 of 7

PHYSIO-CONTROL, INC.  
 TECHNICAL SERVICE SUPPORT AGREEMENT  
 SCHEDULE A

Contract Number:

Service Rep: Michael Glass, WECC58  
 District: SOUTHWEST  
 Phone: 800-442-1142 x 72718  
 FAX: 800-772-3340

Equipment Location: WISE CTY EMS, 00585501  
 1101 W ROSE AVE  
 DECATUR, TX 76234

Scope Of Service On Site Preventative Maintenance; Ship In Repair Plus

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
LIFEPAK® 15	V15-2-001604	42831128	15	10/7/2015	9/30/2016	1
LIFEPAK® 15	V15-2-000052	38162580	1	10/1/2015	9/30/2016	1
LIFEPAK® 15	V15-2-000052	38162588	2	10/1/2015	9/30/2016	1
LIFEPAK® 15	V15-2-000014	38164395	3	10/1/2015	9/30/2016	1
LIFEPAK® 15	V15-2-000052	38164407	4	10/1/2015	9/30/2016	1
LIFEPAK® 15	V15-2-000052	38164423	5	10/1/2015	9/30/2016	1
LIFEPAK® 15	V15-2-000052	38164428	6	10/1/2015	9/30/2016	1
LIFEPAK® 15	V15-2-000052	38164434	7	10/1/2015	9/30/2016	1
LUCAS US	3302430-091	30125003	8	10/1/2015	9/30/2016	1
LUCAS US	3302430-091	30125004	9	10/1/2015	9/30/2016	1
LUCAS US	3302430-091	30125060	10	10/1/2015	9/30/2016	1
LUCAS US	3302430-091	30125063	11	10/1/2015	9/30/2016	1
LUCAS US	3302430-091	30125064	12	10/1/2015	9/30/2016	1
LUCAS US	3302430-000	30113324	13	10/1/2015	9/30/2016	1
LUCAS US	3302430-000	30113325	14	10/1/2015	9/30/2016	1

\*\* Denotes an inventory line that has changed since the last contract revision or addendum.

PHYSIO-CONTROL, INC.  
TECHNICAL SERVICE SUPPORT AGREEMENT  
SCHEDULE B

LIFEPAK® 15 Monitor/Defibrillator Services

LIFEPAK® 15 Monitor/Defibrillator Comprehensive Service

- Inspections at intervals set forth on Schedule A
- Parts and labor necessary to restore device to original specifications, subject to Exclusions
- Standard detachable hard paddles repair or replacement
- REDI-CHARGE® battery charger (Catalog# 11141-000115) repair or replacement of one for each LIFEPAK 15 Monitor/Defibrillator listed in Schedule A and as determined necessary by Physio-Control
- Power Adapter repair or replacement
- Battery Replacement Service
  - o For each LIFEPAK 15 listed on Schedule A, replacement of up to three (3) LIFEPAK Lithium-ion batteries in accordance with the device Operating Instructions, or upon battery failure
  - Updates installed at no additional cost, provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price.

LIFEPAK® 15 Monitor/Defibrillator Repair Plus Service

- Parts and labor necessary to restore device to original specifications, subject to Exclusions
- Standard detachable hard paddles repair or replacement
- REDI-CHARGE® battery charger (Catalog# 11141-000115) repair or replacement of one for each LIFEPAK 15 Monitor/Defibrillator listed in Schedule A and as determined necessary by Physio-Control
- Power Adapter repair or replacement
- Battery Replacement Service
  - o For each LIFEPAK 15 listed on Schedule A, replacement of up to three (3) LIFEPAK Lithium-ion batteries in accordance with the device Operating Instructions, or upon battery failure
  - Updates installed at 20% off the then-current list price provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price.

LIFEPAK® 15 Monitor/Defibrillator Preventative Maintenance Service

- Inspections at intervals set forth on Schedule A
- Updates installed at 20% off the then-current list price provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price.

PHYSIO-CONTROL, INC.  
TECHNICAL SERVICE SUPPORT AGREEMENT  
SCHEDULE B

LUCAS® 1 Chest Compression System Services  
(LUCAS 1 Service is Ship-in Service only)

LUCAS® 1 Chest Compression System Comprehensive Service (Ship-In Service Only)

- Inspections at intervals set forth on Schedule A
- Parts and labor necessary to restore Covered Equipment to original specifications, subject to Exclusions
- Cleaning of the hood and bellows exterior
- Replacement of suction cup and patient straps, if necessary
- Updates installed at no additional cost, provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price

LUCAS® 1 Chest Compression System Repair Plus Service (Ship-in Service Only)

- Parts and labor necessary to restore Covered Equipment to original specifications, subject to Exclusions
- Updates installed at 20% off the then-current list price provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price

LUCAS® 1 Chest Compression System Preventative Maintenance Service (Ship-in Service Only)

- Inspections at intervals set forth on Schedule A
- Cleaning of the hood and bellows exterior
- Replacement of suction cup and patient straps, if necessary
- Updates installed at 20% off the then-current list price provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price

LUCAS® 2 Chest Compression System Services

LUCAS® 2 Chest Compression System Comprehensive Service

- Inspections at intervals set forth on Schedule A
- Parts and labor necessary to restore Covered Equipment to original specifications, subject to Exclusions
- Battery Replacement Service
  - For each LUCAS 2 listed on Schedule A, replacement of one (1) LUCAS 2 battery in accordance with the device Operating Instructions, or upon battery failure
- Cleaning of the hood and bellows exterior
- Replacement of suction cup and patient straps, if necessary
- Updates installed at no additional cost, provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price

LUCAS® 2 Chest Compression System Repair Plus Service

- Parts and labor necessary to restore device to original specifications, subject to Exclusions
- Battery Replacement Service
  - For each LUCAS 2 listed on Schedule A, replacement of one (1) LUCAS 2 battery in accordance with the device Operating Instructions, or upon battery failure
- Updates installed at 20% off the then-current list price provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price

LUCAS® 2 Chest Compression System Preventative Maintenance Service

- Inspections at intervals set forth on Schedule A
- Cleaning of the hood and bellows exterior
- Replacement of suction cup and patient straps, if necessary
- Updates installed at 20% off the then-current list price provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price

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## CONTRACT AGREEMENT

THIS AGREEMENT, made the 14th day of September, 2015, by and between Wise County, Decatur, Texas (hereinafter called County) and Beavers Contracting LLC, Aubrey, Texas (hereinafter called Contractor).

WITNESSETH:

THAT WHEREAS: in accordance with law, the County had contract documents prepared and an Invitation for Bids published, for and in connection with the repair of Denton Creek Watershed, Site 17, Embankment Repair.

WHEREAS, Contractor, in response to the Invitation for Bids, has submitted to the County, in the manner and at the time specified, a sealed bid in accordance with Instructions to Bidders; and

WHEREAS, the County, in the manner prescribed by law, has publicly opened, examined, and canvassed the bids submitted, and has determined Contractor to be the lowest responsible bidder for the work and duly awarded to Contractor a contract therefore, for the sum or sums named in Contractor's bid.

NOW, THEREFORE, in consideration of the compensation to be paid to Contractor and of the mutual agreements herein contained, the parties have agreed and hereby agree, the County for itself and its successors and assigns, and its, his/her, or their executors and administrators, as follows:

ARTICLE I. Contractor shall perform all work, including the assumption of all obligations, duties and responsibilities necessary to the successful completion of the contract and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the work; tools, equipment, supplies, transportation, facilities, labor, superintendence and services required to perform the work; and bonds, insurance and submittals; all as indicated or specified in the contract documents to be performed or furnished by Contractor for the work included in and covered by the County's official award of this contract to Contractor, such award being based on the acceptance by the County of Contractor's bid.

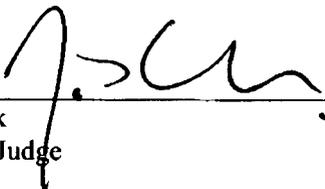
ARTICLE II. the County shall pay to Contractor for performance of the work embraced in this contract, and Contractor shall accept as full compensation therefore, the sum (subject to adjustment as provided in the contract documents) of one hundred eighty two thousand eight hundred forty six Dollars (\$ 182,846.00) for all work covered by and included in the contract award and designated in the foregoing Article I; payment thereof to be made in current funds in the manner provided in the contract documents.

ARTICLE III. The Contractor shall complete all work within 85 (eighty five) calendar days from the date Contractor receives written Notice to Proceed.

ARTICLE IV. The contract documents that comprise the Contract between the County and Contractor, attached hereto and made a part hereof, consist of the following:

- (1) This Contract Agreement.
- (2) Contractor's Bid: Exhibits A - E.
- (3) Addenda Numbers 1
- (4) Post-bid information and supplementary information submitted by Contractor prior to execution of this Contract Agreement.
- (5) Notice of Award
- (6) PART II – General Conditions.
- (7) PART III – Supplemental Conditions.
- (8) PART IV – Construction Specifications and Material Specifications and Storm Water Pollution Prevention Plans - Contractor and subcontractor Certifications.
- (9) PART V – Drawings, No. TX-EN-0655 (cover plus 5 sheets).
- (10) PART VI – Prevailing Wage Rates Determination.
- (11) Notice to Proceed.
- (12) Any modifications (change orders) duly delivered or supplemental agreements duly entered into after execution of this Contract Agreement.
- (13) Notices of Final Completion and Acceptance.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Agreement the day and year first above written.

**OWNER**  
Wise County  
By   
JD Clark  
County Judge

**CONTRACTOR**  
Beavers Contracting LLC  
By   
Title Owner

(CORPORATE SEAL)

Attest 

Attest \_\_\_\_\_

Address for giving notices:  
Wise County Asset Control  
P.O. Box 952, 400 W Walnut  
Decatur, Texas 76234

Address for giving notices  
Beavers Contracting  
PO Box 697  
Aubrey, TX 76227

This action authorized at an official meeting  
of the Wise County Commissioners Court  
on September 14, 2015,  
Decatur, State of Texas.

License No. none

If CONTRACTOR is a corporation, attach  
evidence of authority to sign.)

Addendum 1  
Solicitation for Denton Creek Watershed Site 17 Rehabilitation

**Solicitation No. Bid 15-600-040 is amended as follows:**

The following information was reviewed with the contractors at the showing: Correction and Changes, Safety, Construction Specifications, Drawings, and the Site Visit. Questions and answers are attached.

**Changes and/or corrections:**

Pen and Ink corrections to the construction drawings and specifications shall be made as follows:

1. Change the following items on Construction Specification 8, 4.a.(1):
  - Add the following:
    - (d) Temporary fences shall be constructed as needed for landowners to manage and pasture livestock and restrict access to the work area.
    - (e) The Contractor shall furnish and install electrical service to the Government field trailer. The electrical service shall be 110-120 volt, 60 amp, and alternating current. The Contractor shall be responsible for supply of power to the Government's field office throughout the contract period. If a portable generator is used to supply electrical power, the Contractor shall be responsible for the complete operation and maintenance of the generator. The generator shall remain in an operating condition 24 hours per day and shall be located a minimum of 100 feet from the field office and shielded so as to minimize the noise in the Government occupied building/facility and adjacent residences.
    - (f) All utilities shall be in place at the worksite prior to the start of work requiring continuous inspection and no later than 7 days after receipt of the Notice to Proceed.
    - (g) The Contractor shall furnish a source of potable drinking water inside the Government's field trailer and shall maintain a supply of potable drinking water throughout the contract period.
2. Change the following items on Construction Specification 94, Section 10:
  - Add the following:
    - In Section 9, Payment, Method 2 shall apply.
3. Change the following items on construction drawing TX-EN-0655, sheet 5.
  - Remove "Access Road" from the Note: "In addition to the waver berm and auxiliary spillway earthwork areas, disturbed areas within the campsite, rock lined groin area, waterbar area, stockpile area(s), and access road shall have permanent vegetation established.

**Special Contract Requirements**

**ARTICLE 41 – ACCIDENT PREVENTION AND SAFETY**

ACCIDENT PREVENTION AND SAFETY, SUPPLEMENT TO OSHA PART 1926 AND 1910 Construction Industry Standards and Interpretations

The Contractor shall comply with applicable OSHA safety regulations 1926. The Contracting Officer will notify the Contractor of any noncompliance with these requirements. If the Contractor refuses to comply with these requirements, all or part of the work may be suspended until corrective action is taken.

The Inspector and Project Engineer will have delegated authority to suspend work for any noncompliance with safety requirements that poses a serious or imminent danger to the health or safety of the public and/or personnel of the Contractor, NRCS, or local Sponsors.

The Supplement to OSHA 1926 and 1910 emphasizes several specific safety items which must be understood by the Contractor prior to bidding this job. Among these items are the requirements for:

1. Written plan for accident prevention and safety (CO must approve prior to beginning work).
2. First aid certificates
3. First aid facilities
4. Safety Meetings, weekly "tool box" and monthly
5. Dust control
6. Rollover protective structures
7. Backup alarms
8. Restroom Facilities
9. Hard Hat Sign must meet supplement requirements.

Hard hats shall be worn on the job site at all times and equipment shall be outfitted with working backup alarms, seat belts, and approved roll-over protective structures.

All equipment shall be inspected by the NRCS Construction Inspector prior to use on the project. Equipment shall be inspected at the job site.

#### **ARTICLE 18 – MATERIAL TO BE FURNISHED BY THE CONTRACTOR**

Certificates and test data shall be submitted to show compliance of materials and construction specified in the contract requirements. Materials or equipment for which samples, certifications or test data are required shall not be used in the work until approved in writing by the COR.

Materials which require material certifications are: Sediment Filters, Geotextile, Rock Riprap, Vegetation, and Irrigation System.

#### **CONSTRUCTION SPECIFICATIONS**

There are two types of specifications in this contract: (1) Construction Specifications and (2) Material Specifications. The construction specifications are composed of two parts. The first part is called the closed specification and is the standard NRCS construction specification that begins with the SCOPE and ends with MEASUREMENT AND PAYMENT or PAYMENT. The second part is called the open specification and consists of the ITEMS OF WORK AND CONSTRUCTION DETAILS that are written specifically for this job.

Special emphasis items are covered below.

## **Denton Creek Site 17**

### **CLEARING AND GRUBBING 2**

Subsidiary Item: Rock Riprap, Site Preparation, and Shaping and Smoothing. The Contractor shall remove and dispose of all vegetation within the work limits required for the implementation of the works of improvement as shown on the drawings. Removed vegetation shall be burned or buried onsite and shall conform to all state and local regulations.

### **STRUCTURE REMOVAL 3**

Subsidiary Item: Mobilization and Demobilization. The Contractor shall be responsible to remove and dispose all designated fences as shown on the construction drawings. The salvage of fence material is allowed, though not required. If the fence is not salvaged, fence rubble shall be disposed at an offsite location of the Contractor's choosing as approved by the Contracting Officer.

### **POLLUTION CONTROL 5**

**General.** A SWPPP is required for this site (copy included in contract). A SWPPP (SWP3) has been prepared and shall be amended by Contractor to include a detailed work sequence outline which defines and delineates the Contractor's construction operation and major earthwork starting and ending times. A copy of the approved SWP3, as amended, will be maintained at the construction site by the Contractor. A copy of the TPDES permit shall be attached to the SWP3. All applicable TCEQ rules and regulations concerning the TPDES and the SWP3 shall be followed.

**Bid Item 1.** Includes work required to accomplish the requirements of Section 1 (except installation of sediment filters) and to implement the SWP3 and maintain the SWPPP. Contractor is required to submit a NOI. Method 3 in Section 7 establishes lump sum payment for this work which is prorated in equal monthly payments.

**Bid Item 2.** The sediment filters (silt fence filters) shall be installed as per SWPPP requirements and per Section 8.b. and the Drawings (see sheet 5). Method 1 in Section 7 establishes the payment by the unit price installed.

### **SEEDING SPRIGGING AND MULCHING 6**

**Bid Item 3.** Contractor required to prepare seedbed, furnish and apply seed, hay mulch, tackifier (or crimp) and fertilizer.

A good quality Hay Mulch of coastal bermudagrass or native bluestem mix, is required on all areas sprigged. Hay mulch application rate is 2.5 tons per acre. The hay mulch shall be stabilized by a nonasphaltic tackifier and shall be applied at a rate of 40 pounds per acre, or by mechanical crimper as described in Section 5 of CS 6, if the safety criteria can be met, the safety criteria is to provide an anchor tractor and tie off of equipment operating on slopes greater than 3:1.

**ADDITIVE Bid Item 13.** Item of work consists of furnishing and installing a temporary solid set sprinkler irrigation system. The system shall be adequate to apply the volume of water and meet the application requirements. A proposed plan for the irrigation system and application shall be furnished to the Contracting

Officer by the Contractor 30 days before installing the system. An in-line, propeller type water meter shall be installed so that all water applied for irrigation of seeded grasses under the contract will be metered.

**ADDITIVE Bid Item 14.** Item of work consists of applying irrigation water to the areas seeded. It shall include the cost of water and labor. All areas will be irrigated with a solid setirrigation sprinkler system. The irrigation system shall produce a reasonable uniform distribution of the required application over the irrigated area without excessive runoff or erosion.

### **CONSTRUCTION SURVEYS 7**

**Bid Item 4.** The surveys that are required to be conducted by the Contractor are specified in Section 5 (Method 2); in Section 6; and in Section 9 a. Note the Contractor is responsible for the layout of all the work. Also the Contractor is responsible for checking (blue topping) all work as work progresses. The Contractor shall also submit for approval in writing the name, qualifications and experience of the surveyor personnel for approval prior to commencement of work to the Contracting Officer.

Per 9.a.(2), benchmarks set or established by the CLO include: coordinates shown on Sheet 2 of Drawings. These are marked by iron pins or monuments.

The Contractor is responsible for providing survey information to the CLO as stated in Section 7, Records.

Per 9.a.(3) Initial cross sections have been previously surveyed for the calculation of quantities. - provided no other changes are made from the planned lower limits of excavation.

Subsidiary Item: Establishment of Permanent Reference Markers (PRM). This item consists of all work and materials required for the establishment of the permanent reference markers.

### **MOBILIZATION AND DEMOBILIZATION 8**

**Bid Item 5.** Access road to the camp site and work area shall be from FM 730 through the existing recessed entrance, and shall be constructed and maintained in a smooth, rut-free condition throughout the contract period. Culverts shall be installed at crossings of low areas where significant concentrations of runoff water accumulate and causes ponding of water. Note requirements on Drawing Sheet 1 for Contractor's responsibilities for installing a rock stabilized entrance. Work includes Demobilization, and some of these items are described. All fencing removed to allow construction access shall be restored to equal or better than pre-construction conditions.

Section 3 PAYMENT it states, "Payment will be made as the work proceeds, after presentation of paid invoices .... by the Contractor showing specific mobilization and demobilization costs and supporting evidence of the charges of suppliers, subcontractors, and others." You may be asked to provide proof of the total direct cost. You will have to submit paid invoices for the purchase of bonds and mobilization supplies in order to be reimbursed for these items prior to the final payment. Payment for work in this item shall be made in BID ITEM 4: Mobilization and Demobilization, including all work for Structure Removal and Traffic Control which is subsidiary to this bid item.

## TRAFFIC CONTROL 9

Subsidiary Item: Mobilization and demobilization. This item of work requires the contractor to establish and maintain traffic control at access points to the work. The Contractor shall furnish a written plan to be approved by the NRCS Engineer.

## REMOVAL OF WATER 11

**Bid Item 6.** This item of work requires the contractor to submit written plans for diverting the surface water and dewatering the construction site are required before beginning construction. The Contractor is responsible for accomplishing the work as specified. Pumping or siphoning of the site may be required. The Contractor shall be responsible for damage to the slide gate and appurtenances. The contractor may impound construction water as needed to accomplish the work in the pool area and the contractor is responsible for the removal of all temporary works as stated in Section 6. The Contractor is responsible for gate operation during the contract period. For measurement and payment of this item in section 7, Method 1 shall apply.

## EXCAVATION 21

Items of work to be performed in conformance with this specification are contained in Construction Specification 420, Site Preparation.

## EARTHFILL 23

Items of work to be performed in conformance with this specification are contained in Construction Specification 420, Site Preparation.

## TOPSOILING 26

Subsidiary Item: Site Preparation, Shaping and Smoothing. This item requires the Contractor to salvage topsoil from required excavations, stripping operations, and from the borrow area. After the earthfill has been completed, the topsoil shall be replaced at a minimum depth of 6". Topsoiling of the embankment below the principal spillway crest elevation is not required.

## DIVERSIONS AND WATERWAYS 27

**Bid Item 7.** This item includes all work required to construct the waterbar as shown on the drawings. Materials used to construct the waterbar shall come from the footprint of the waterbar as staked and shown on the drawings.

## ROCK RIPRAP 61

**Bid Item 8.** This item includes furnishing and placing loose rock riprap as required for the embankment and the rock armored groin as shown on the drawings. Rock Riprap Gradation requirements are shown on Drawing Sheet 3. Test load requirements are in 8.a.(3). Note the testing requirements in Material Specification 523 and the methods required for the soundness test. Rock Type 1 is required. The riprap may be equipment placed. Equipment shall not be allowed on the rock during or after placement. Statement-of-delivery ticket showing weight to the nearest 0.1 ton is required and shall be furnished to the Inspector at the time of delivery. Delivery of rock is allowed only during regularly scheduled work hours. For measurement and payment of this item in section 7, Method 1 shall apply.

## CONTRACTOR QUALITY CONTROL 94

**Bid Item 9.** This item consists of furnishing all equipment, tools, materials, and labor to perform all work as defined in the specifications. In Sections 3 and 4, Method 1 shall be used. This requires the quality control activities to be performed by competent personnel who are separate and apart from the line supervision and who report directly to management. Names of quality control personnel and their duties, qualifications, certifications, and authorities are required and shall be submitted to the CO for approval. A written plan (quality control system) must be submitted to the CO for approval. Daily QC reports are required to be submitted to the Inspector. Any testing done by the CLO is for the sole benefit of the CLO. It is the Contractor's responsibility to perform tests to prove and ensure that all work performed meets the contract requirements. All tests shall be conducted in accordance with the appropriate ASTM method and with equipment that meets the requirements of the specified ASTM test method. Contractor's scheduling of construction activities may require more than one on-site quality control inspector (note the degree of quality control specified). Digital photos documenting the work are required with automatic imprinting of time and date as specified.

## GEOTEXTILE 95

**Bid Item 10.** This item consists of furnishing and placing the geotextile under the rock riprap as shown on the drawings. Per Section 5, Method 2, geotextile shall be secured in place with pins and overlap shall be 18 inches. Non Woven Class I as defined in Material Specification 592, Table 592-2. For payment and measurement in section 6, Method 1 shall apply.

## SITE PREPARATION 420

**Bid Item 11.** This item consists of the earthwork required for the construction of the rock riprap and wave berm as shown on the drawings. The class of site preparation is based on quantities derived from preliminary survey data. All low density materials shall be excavated and placed in the designated waste areas as described in section 3. Payment will be made by the lump sum and will not be measured.

## SHAPING & SMOOTHING 446

**Bid Item 12.** This item consists of the areas designated as shown on the drawings. For payment and measurement in section 5, the area will be measured to the nearest 0.1 acre.

## Site Visit

Items designated at the site visits included: Construction entrance, access route, construction campsite area, stockpile area, areas for shaping and smoothing, borrow area, rock riprap stockpile area, rock riprap berm, rock armored groin, waterbar.

## Drawings

Drawing TX-EN-0655, Sheets 1 thru 5 were reviewed.

## Questions and Answers:

Q: Can we turn the bid in earlier than September 3<sup>rd</sup>?

A: Yes

Q: Are we going to use sprigs for vegetation?

A: No, construction specification 6 calls for grass seed.

Q: Where can we get water for irrigation?

A: Sources for obtaining water for irrigation are at the Contractor's discretion.

Q: Are you requiring an irrigation system?

A: Yes. Construction specification 6 calls for a solid set sprinkler system.

Q: Are you requiring 24 hour power if a construction trailer is used?

A: Yes.

Q: Will you go to the quarry to approve the rock?

A: Yes.

Q: Will you require seeding and irrigation on the access road at the end of the job?

A: No.

Q: Has the NRCS applied for a NOI from the state?

A: That is the responsibility of the Sponsors for this contract.

Q: Will the areas that we reshape need to be revegetated?

A: Yes they will be revegetated and irrigated.

Q: Can we use a walking sprinkler on this site?

A: No.

Q: Can we use hydro mulching for vegetation?

A: No. The specification calls for hay mulching only.

Q: Can we cut the exposed riser vent pipe for the area that we need to work on, and weld it back at the end of the project?

A: Yes, if you remove it you will be held liable for it. It will need to be re-installed and function as how it did before construction.

Q: Will a soils report be provided?

A: No

Q: Do materials have to be made in the US?

A: No.

**This amendment shall be attached to and become a part of the solicitation. Failure to acknowledge receipt of this amendment may render your bid non-responsive.**

**EXHIBIT A**

**OFFER**

Enclosed with this offer (Exhibits A through E) is a bid guarantee (bid bond or cashier's or certified check payable to Wise County in the amount of 5% of ~~(Dollars)~~ \$ 182,846.00. It is agreed that in the event this offer is accepted by the Contracting Local Organization and the undersigned bidder fails to execute a contract and submit required post-bid information within five (5) workdays after receipt of Notice of Award of contract to him/her, the Point of Contact may terminate the contract for default and the bid guarantee is available to offset the difference of any cost of acquiring the work that exceeds the amount of its bid. If this offer is accepted, the undersigned bidder agrees to execute a contract and submit required post-bid information per contract terms, and also agrees to commence work within twenty (20) calendar days after the date of receipt of written Notice to Proceed and to complete the entire works under Bid 15-600-040, within 85 (eighty five) calendar days after Contractor receives written Notice to Proceed.

The undersigned acknowledges receipt of the following addenda:

Addendum No. 1 dated	<u>9-1-15</u>	Received	<u>9-1-15</u>
Addendum No. 2 dated	_____	Received	_____
Addendum No. 3 dated	_____	Received	_____
Addendum No. 4 dated	_____	Received	_____

CONTRACTOR

By *Skipper Beavers*  
 Print name: Skipper Beavers  
 Title: Owner  
 Address: P.O. Box 697  
Aubrey, Tx  
76227

\_\_\_\_\_  
Secretary,  
If Contractor is a Corporation

(SEAL)

**EXHIBIT B**  
**BID SCHEDULE**

The undersigned, in compliance with Bid 15-600-040 for repair of Denton Creek Watershed, Embankment Repair Site 17, having examined the plans, specifications and bidding documents, the site of the proposed work, and being familiar with all the conditions surrounding performance of the proposed project; agrees to furnish all labor, material and equipment and perform all work required in accordance with the plans, specifications and contract documents for the prices below, if this offer is accepted by the Contracting Local Organization within 30 calendar days after the date bids are due. [Note: Failure to insert a number means the bidder accepts the minimum thirty (30) calendar days as required in Notice to Bidders.]

**-- Bidders are entitled to EXCLUDE exempt taxes in their bid prices --**  
[See Subpart B, Instructions to Bidders #4]

Bidder's Name/Title (type or print): Skipper Beavers, Owner  
Bidder's Signature: *Skipper Beavers*  
Company Name: Beavers Contracting, LLC  
Email: beaverscontr@aol.com  
Phone: 940-365-3337  
Date: 9-3-2015

**EXHIBIT B (continued)**  
**BID SCHEDULE**  
 DENTON CREEK WATERSHED  
 SITE 17 EMBANKMENT REPAIR

Base Item No.	Work or Material	Spec. No.	Quantity	Unit	Unit Price	Amount
1	Pollution Control	5	1-Job	Lump Sum	\$ XXXX	<u>2,750.00</u>
2	Sediment Filters	5	1,175	Lin. Ft.	\$ <u>4.00</u>	<u>4,700.00</u>
3	Vegetation Establishment	6	1.5	Acre	\$ <u>4000.00</u>	<u>6,000.00</u>
4	Construction Surveys	7	1-Job	Lump Sum	\$ XXXX	\$ <u>2,500.00</u>
5	Mobilization & Demobilization	8	1-Job	Lump Sum	\$ XXXX	\$ <u>22,000.00</u>
6	Removal of Water	11	1-Job	Lump Sum	\$ XXXX	\$ <u>12,000.00</u>
7	Waterbar	27	1-Job	Lump Sum	\$ XXXX	\$ <u>1,500.00</u>
8	Rock Riprap	61	1,180	Tons	\$ <u>75.00</u>	\$ <u>88,500.00</u>
9	Contractor Quality Control	94	1-Job	Lump Sum	\$ XXXX	\$ <u>2,500.00</u>
10	Geotextile, Rock Riprap	95	1577	Sq. Yd.	\$ <u>6.00</u>	\$ <u>9,462.00</u>
11	Site Preparation	420	1-Job	Lump Sum	\$ XXXX	\$ <u>15,000.00</u>
12	Shaping and Smoothing	446	0.6	Acre	\$ <u>5,300.00</u>	\$ <u>3,180.00</u>
BASE ITEM TOTAL						\$ <u>170,092.00</u>
<b>Additive</b>						
Item No.						
13	Irrigation System	6	1-Job	Lump Sum	\$ XXXX	\$ <u>10,000.00</u>
14	Irrigation Water	6	306	1,000 gallons	\$ <u>9.00</u>	<u>2,754.00</u>
ADDITIVE ITEM TOTAL						\$ <u>12,754.00</u>
BASE+ ADDITIVE TOTAL						\$ <u>182,846.00</u>

**EXHIBIT C**

**REFERENCES**

Bidder in accordance with the "Instruction to Bidders," Section 3(c) "References," shall list below up to five (5) recent projects upon which he/she has performed work similar to that specified herein. All lines for each reference shall be filled in completely with up-to-date information. Any omissions to this form, discrepancies in reference, or unverifiable information may be grounds for disqualification of the bidder.

1. Project Name: South Valley X  
 Owner: Pine Springs Ranch  
David Elliott Total Contract Cost: \$ 5,200,692.29 to date  
 Location: Atoka, OK Completion Date: est. Fall 2016  
 Description of Work: New Lake Construction

Contact: Brandon Wall Phone Number: (580) 931-7998

2. Project Name: Pine Springs Ranch - East Lake  
 Owner: Pine Springs Ranch  
David Elliott Total Contract Cost: \$ 619,579.83  
 Location: Atoka, OK Completion Date: 6-2014  
 Description of Work: New Lake Construction

Contact: Brandon Wall Phone Number: (580) 931-7998

EXHIBIT C (continued)

3. Project Name: Pine Springs Ranch Lake Construction  
Pine Springs Ranch  
 Owner: David Elliott Total Contract Cost: \$ 1,570,179.45 *SB*  
 Location: Atoka, OK Completion Date: 9-2013  
 Description of Work: New Lake Construction

Contact: Brandon Wall Phone Number: (580) 931-7998

4. Project Name: NRCS East Fork Above Lavon Floodwater  
Retarding Structure Site 17  
 Owner: City of McKinney Total Contract Cost: \$ 579,712.16  
 Location: McKinney, TX Completion Date: 11-2011  
 Description of Work: Dam Rehabilitation

Contact: Tom Beach Phone Number: (254) 743-6352

5. Project Name: NRCS East Fork Above Lavon Floodwater  
Retarding Structure Site 2B  
 Owner: City of McKinney Total Contract Cost: \$ 822,078.30  
 Location: McKinney, TX Completion Date: 12-2011  
 Description of Work: Dam Rehabilitation

Contact: Tom Beach Phone Number: (254) 743-6352

# THE AMERICAN INSTITUTE OF ARCHITECTS

## AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Beavers Contracting LLC

P.O. Box 697 Aubrey TX 76227

as Principal, hereinafter called the Principal, and Developers Surety and Indemnity Company

P. O. Box 19725 Irvine CA 92623

a corporation duly organized under the laws of the State of IA

as Surety, hereinafter called the Surety, are held and firmly bound unto Wise County

400 W. Walnut Decatur TX 76234

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of the Greatest Amount Bid

Dollars (\$ 5% G.A.B. ),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Denton Creek Watershed Site 17 Embankment Repair

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 3rd day of September, 2015

Londa Beaver  
(Witness)

Beavers Contracting LLC

(Principal)

(Seal)

By: Shyann Beaver  
(Title)

Marissa Allen  
(Witness)



Developers Surety and Indemnity Company

(Surety)

(Seal)

By: Brady K. Cox  
Attorney-in-Fact Brady K. Cox  
(Title)

**IMPORTANT NOTICE**

To obtain information or make a complaint:

You may call the Surety's toll free telephone number for information or to make a complaint at:

1-800-782-1546

You may also write to the Surety at:

P.O. Box 19725  
Irvine, CA 92623-9725

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

1-800-252-3439

You may write the Texas Department of Insurance at:

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

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

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

**AVISO IMPORTANCE**

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de para informacion o para someter una queja al:

1-800-782-1546

Usted tambien puede escribir al Surety:

P.O. Box 19725  
Irvine, CA 92623-9725

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

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

**DISPUTAS SOBRE PRIMAS O RECLAMOS:** Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Surety primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

**UNA ESTEAVISO A SU POLIZA:** Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



**Developers Surety and Indemnity Company  
Indemnity Company of California  
CorePointe Insurance Company**

17771 Cowan, Suite 100  
Irvine, CA 92614  
1-800-782-1546  
[www.AmTrustSurety.com](http://www.AmTrustSurety.com)

POWER OF ATTORNEY FOR  
DEVELOPERS SURETY AND INDEMNITY COMPANY  
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby make, constitute and appoint:

\*\*\*Brent Baldwin, Brock Baldwin, William D. Baldwin, Michael B. Hill, Brady K. Cox, Blaine Allen, Monica Campos, Russ Frenzel, jointly or severally\*\*\*

as its true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporation, as surety, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporation could do, but reserving to each of said corporation full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolution adopted by the Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, any Executive Vice-President, Senior Vice-President or Vice-President of the corporation be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporation, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporation be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY has caused these presents to be signed by its officers and attested by its Secretary or Assistant Secretary this November 21, 2013.

By: *Daniel Young*  
Daniel Young, Senior Vice-President

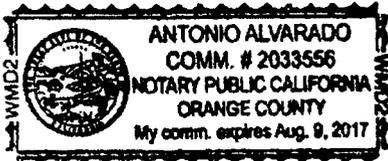
By: *Mark J. Lansdon*  
Mark J. Lansdon, Vice-President



State of California  
County of Orange

On November 21, 2013 before me, Antonio Alvarado, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Mark J. Lansdon  
Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

*Antonio Alvarado*

Antonio Alvarado, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolution of the Board of Directors of said corporation set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 3rd day of September, 2015

By: *Cassie J. Bemisford*  
Cassie J. Bemisford, Assistant Secretary

## EXHIBIT E BIDDER CERTIFICATIONS

By submission of this bid, bidder certifies to all Sections in this Exhibit E.  
Bidder should circle appropriate answers in Sections A, B and C.

*NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.*

### SECTION A: Texas Franchise Tax Certification

Bidder [ IS / **IS NOT** ] currently delinquent in the payment of any franchise tax owed to the State of Texas, or is exempt from, or not subject to, such tax.

### SECTION B: Texas Resident/Nonresident Bidder Certification

Bidder [ **IS** / IS NOT ] a Texas resident bidder as defined below.

DEFINITIONS: Per State of Texas House Bill 620.

"Nonresident bidder" means a bidder whose principal place of business is not in this state, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

"Texas resident bidder" means a bidder whose principal place of business is in this state, and includes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

### SECTION C: Authority to Transact Business in Texas Certificate

Complete ONLY if you are a Texas nonresident bidder.

- (1) Texas nonresident bidder [ IS / IS NOT ] a corporation, limited partnership, or limited liability company. *If answer is "IS NOT", do not complete C(2) and C(3) below.*
- (2) Bidder [ HAS / HAS NOT ] obtained a Certificate of Authority through the Texas Secretary of State to transact business in Texas. *Attach a copy of Certificate to bid if available.*
- (3) If response to C(2) is 'HAS NOT', bidder agrees to present a current Certificate of Authority to the Contracting Local Organization by the time post-bid information is due: [ YES / NO ]

**SECTION D: Officials Not to Benefit:** Bidder certifies that its firm is not an official of Wise County, (all in the State of Texas), or a firm in which any official or any member of such official's immediate family of these entities has direct or indirect interest in the pecuniary profits or contracts of its firm.

### SECTION E: Applicable Statutes

Contractor shall certify that all Local, State and Federal laws that apply to this scope of work and shall be adhered to.

*[end of Bidder Certifications]*





**WISE COUNTY ASSET CONTROL OFFICE**  
**P.O. Box 952**  
**400 W Walnut**  
**Decatur, TX 76234**

Phone – 940-627-3312

Fax – 940-627-4717

September 14, 2015

Mr. Skipper Beavers  
Beavers Contracting  
[beaverscontr@aol.com](mailto:beaverscontr@aol.com)

Dear Mr. Beavers,

During the Commissioners' Court meeting on September 14, 2015, in regular session to conduct County business, Bid No. 15-600-040, Denton Creek Watershed was awarded to Beavers Contracting.

You will be notified of the date and time for the preconstruction meeting. Please begin submitting all documents as required by the bid such as bonds, insurance, and contract to the Wise County Asset Control Office.

Thank you for your interest in doing business with Wise County. If you have any questions or need more information, please feel free to call me at the number above.

Sincerely,

A handwritten signature in black ink, appearing to read "Diana Alexander".

Diana Alexander  
Asset Control Specialist



## CONTRACT AGREEMENT

THIS AGREEMENT, made the 14th day of September, 2015, by and between Wise County, Decatur, Texas (hereinafter called County) and Beavers Contracting LLC, Aubrey, Texas (hereinafter called Contractor).

WITNESSETH:

THAT WHEREAS: in accordance with law, the County had contract documents prepared and an Invitation for Bids published, for and in connection with the repair of Denton Creek Watershed, Site 17, Embankment Repair.

WHEREAS, Contractor, in response to the Invitation for Bids, has submitted to the County, in the manner and at the time specified, a sealed bid in accordance with Instructions to Bidders; and

WHEREAS, the County, in the manner prescribed by law, has publicly opened, examined, and canvassed the bids submitted, and has determined Contractor to be the lowest responsible bidder for the work and duly awarded to Contractor a contract therefore, for the sum or sums named in Contractor's bid.

NOW, THEREFORE, in consideration of the compensation to be paid to Contractor and of the mutual agreements herein contained, the parties have agreed and hereby agree, the County for itself and its successors and assigns, and its, his/her, or their executors and administrators, as follows:

ARTICLE I. Contractor shall perform all work, including the assumption of all obligations, duties and responsibilities necessary to the successful completion of the contract and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the work; tools, equipment, supplies, transportation, facilities, labor, superintendence and services required to perform the work; and bonds, insurance and submittals; all as indicated or specified in the contract documents to be performed or furnished by Contractor for the work included in and covered by the County's official award of this contract to Contractor, such award being based on the acceptance by the County of Contractor's bid.

ARTICLE II. the County shall pay to Contractor for performance of the work embraced in this contract, and Contractor shall accept as full compensation therefore, the sum (subject to adjustment as provided in the contract documents) of one hundred eighty two thousand eight hundred forty six Dollars (\$ 182,846.00) for all work covered by and included in the contract award and designated in the foregoing Article I; payment thereof to be made in current funds in the manner provided in the contract documents.

ARTICLE III. The Contractor shall complete all work within 85 (eighty five) calendar days from the date Contractor receives written Notice to Proceed.



ARTICLE IV. The contract documents that comprise the Contract between the County and Contractor, attached hereto and made a part hereof, consist of the following:

- (1) This Contract Agreement.
- (2) Contractor's Bid: Exhibits A - E.
- (3) Addenda Numbers 1
- (4) Post-bid information and supplementary information submitted by Contractor prior to execution of this Contract Agreement.
- (5) Notice of Award
- (6) PART II – General Conditions.
- (7) PART III – Supplemental Conditions.
- (8) PART IV – Construction Specifications and Material Specifications and Storm Water Pollution Prevention Plans - Contractor and subcontractor Certifications.
- (9) PART V – Drawings, No. TX-EN-0655 (cover plus 5 sheets).
- (10) PART VI – Prevailing Wage Rates Determination.
- (11) Notice to Proceed.
- (12) Any modifications (change orders) duly delivered or supplemental agreements duly entered into after execution of this Contract Agreement.
- (13) Notices of Final Completion and Acceptance.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Agreement the day and year first above written.

OWNER  
 Wise County  
 By [Signature]  
 JD Clark  
 County Judge

CONTRACTOR  
Beavers Contracting LLC  
 By [Signature]  
 Title owner

(CORPORATE SEAL)

Attest [Signature]

Attest \_\_\_\_\_

Address for giving notices:  
 Wise County Asset Control  
 P.O. Box 952, 400 W Walnut  
 Decatur, Texas 76234

Address for giving notices  
Beavers Contracting  
PO Box 697  
Aubrey TX 76227

This action authorized at an official meeting  
 of the Wise County Commissioners Court  
 on September 14, 2015,  
 Decatur, State of Texas.

License No. none

If CONTRACTOR is a corporation, attach evidence of authority to sign.)





United States Department of Agriculture  
Natural Resources Conservation Service

# DENTON CREEK WATERSHED

## FLOODWATER RETARDING STRUCTURE SITE NO. 17

### TRINITY RIVER WATERSHED, TEXAS

DRAINAGE AREA 2,626 ACRES  
FLOODWATER STORAGE 1,145 AC. FT.  
EFFECTIVE HEIGHT OF DAM 55 FEET

SPONSORED BY  
WISE COUNTY SOIL AND WATER CONSERVATION DISTRICT  
WISE COUNTY COMMISSIONERS COURT

COOPERATING WITH  
NATURAL RESOURCES CONSERVATION SERVICE  
OF THE  
U.S. DEPARTMENT OF AGRICULTURE



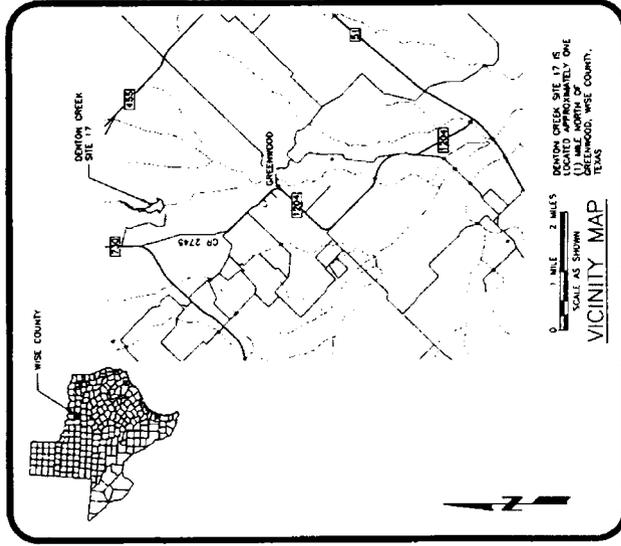
2015

CONSTRUCTION DRAWINGS APPROVED  
ENGINEERING JOB CLASS VI

4/24/15  
DATE

J. L. Williams, P.E.  
STATE CONSERVATION ENGINEER, N.R.C.S.  
TEMPLE, TEXAS

SHEET NO.	TITLE
..	COVER
1	GENERAL PLAN AND VICINITY MAP
2	PLAN VIEW AND DETAILS
3	TYPICAL SECTIONS AND DETAILS
4	NEIGHBLY SPILLWAY PROFILE AND TOP SECTION
5	SPILLWAY



Drawings by J. L. Williams, P.E. 11/15/14  
TX-EN-0655





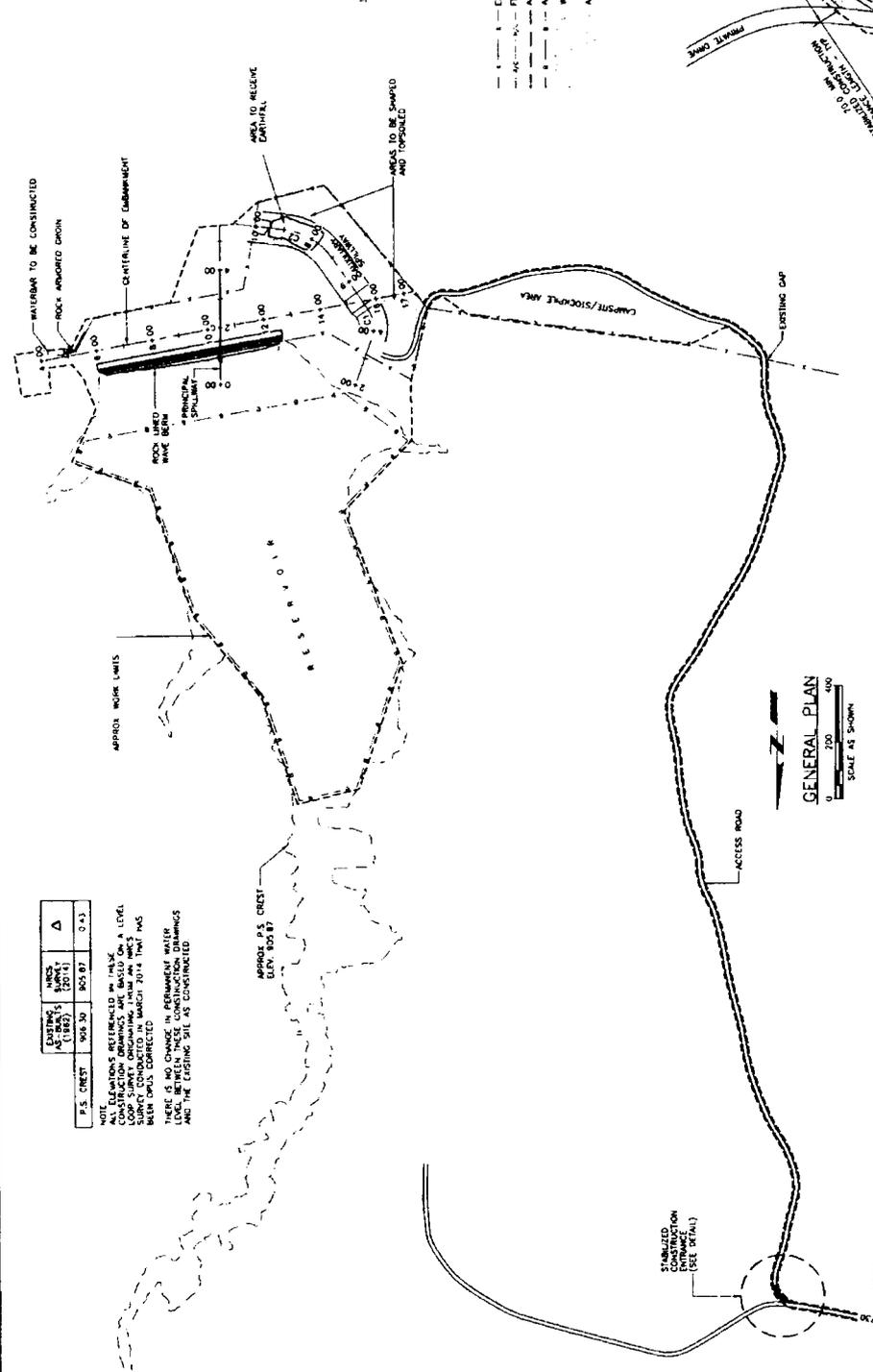
United States Department of Agriculture  
 Natural Resources Conservation Service  
**NRCS**

GENERAL PLAN AND VICINITY MAP  
 FLOODPLAIN RETROFITTING STRUCTURE SITE NO. 13  
 OF THE  
 DENTON CREEK WATERSHED  
 TRINITY RIVER WATERSHED, TEXAS

REVISIONS  
 DATE  
 DRAWING NO. TX-EN-0655  
 SHEET 1

ELEVATION	SURFACE ACRES	PERCENTAGE	ADJUSTMENT	ADJUSTED ACRES
897.8	10.5	21	0.0	10.5
900.8	2.5	85	0.0	2.5
905.5	20.5	189	0.0	20.5
905.87	37	198	0.20	37.20
908.5	45.5	247	0.44	45.94
913.8	58	308	1.83	59.77
917.8	68	368	1.82	69.60
921.8	74.5	1089	3.38	78.18
925.8	84	1458	7.37	92.55
929.8	91.5	1757	10.05	101.55
931.8	99	2138	15.71	115.26
CHANGED AREA 42 (UNCOMPALED) 2828				
TOTAL AREA 115.26				
TOP OF DAM (EFFECTIVE) E.L. 925.1				
AUXILIARY SPILLWAY CREST E.L. 925.1				
PRINCIPAL SPILLWAY CREST E.L. 905.9				
SEGMENT CAPACITY AC-FEET 219				
FLOODWATER CAPACITY AC-FT 11.45				
TOTAL CAPACITY AC-FEET 230.45				
CAPACITY CORRECTED FOR LOSS OF CAPACITY DUE TO LOSS OF WOODS 3.700				
MALE PRINCIPAL SPILLWAY DISCHARGE 138.6				
J ELEVATIONS ADJUSTED 0.43 FEET FROM ORIGINAL ELEVATIONS BASED ON 2014 LEVEL LOOP AND OPENED SURVEY				

**LEGEND**  
 - - - EXISTING FENCES NOT TO BE REMOVED  
 - - - FENCE TO BE REMOVED AND CONSTRUCTED  
 - - - APPROX. LIMITS OF WORK AREA  
 - - - APPROX. LIMITS OF BORROW AREA  
 - - - WOODS AREAS/BRUSH  
 - - - AREAS TO BE SHIPPED AND TOPSOILED



**NOTES**  
 1. THE CONTRACTOR SHALL BE LIABLE FOR DAMAGE TO IMPROVEMENTS AND UTILITIES ALONG THE ACCESS ROUTE AND AT OR NEAR THE WORKSITE.  
 2. THE CONTRACTOR SHALL NOTIFY THE OWNERS OF ALL UTILITIES A MINIMUM OF THREE (3) DAYS IN ADVANCE OF WHEN TO PERFORM WORK IN THE VICINITY OF THE AFFECTED UTILITY. THE NOTICE SHALL BE IN WRITING AND A COPY SHALL BE FURNISHED TO THE CONTRACTING OFFICER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY PERMITS AND SHALL BE CALLED TO ASCERTAIN IF UNDERGROUND UTILITIES EXIST IN THE GENERAL WORK AREA. CALLING THIS TELEPHONE NUMBER WILL ONLY ASCERTAIN THE EXISTENCE OF UNDERGROUND UTILITIES OWNED BY COMPANIES THAT SUBSCRIBE TO THIS ORGANIZATION. THERE MAY BE OTHER UNDERGROUND UTILITIES IN THE WORK AREA.  
 3. THE APPROXIMATE LOCATIONS OF THE ACCESS ROAD, CONSTRUCTION CAMPSTOCK, STOCKPILE, BORROW AND WASTE AREAS ARE SHOWN. THE FINAL LOCATIONS OF THESE AREAS SHALL BE DESIGNATED AT THE TIME OF SHOWING OF THE RESPONSE TO PROSPECTIVE BIDDERS.  
 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING, INSTALLING, AND MAINTAINING ALL BARRICADES, WARNING SIGNS, TRAFFIC CONTROL DEVICES, ETC. NECESSARY TO CONTROL TRAFFIC AND PROVIDE FOR PUBLIC SAFETY AT THE ENTRANCE TO THE SITE (SEE CONSTRUCTION SPECIFICATION 4).  
 5. SUITABLE MATERIAL FROM EXCAVATIONS SHALL BE PROCESSED AND USED FOR THE EARTH MATERIALS. UNSUITABLE MATERIALS SHALL BE PLACED IN A WASTE AREA OR OTHER AREAS APPROVED BY THE OWNER. EARTH MATERIALS NEEDED IN EXCESS OF REQUIRED EXCAVATIONS SHALL BE OBTAINED FROM THE BORROW AREAS. (SEE CONSTRUCTION SPECIFICATION 420).  
 6. A MINIMUM OF 8' OF TOPSOIL SHALL BE PLACED ON ALL EMBANKMENT REPAIR AREAS (SEE CONSTRUCTION SPECIFICATION 20).  
 7. CONSTRUCTION ACTIVITIES SHALL NOT OCCUR OUTSIDE THE DESIGNATED WORK LIMITS, UNLESS OTHERWISE AUTHORIZED.  
 8. REMOVAL OR STRIPPING OF SOIL MATERIALS INCLUDING TOPSOIL AND LOB DENSITY OR DISPLACED MATERIALS WILL BE NECESSARY TO PROVIDE A SUITABLE WORKING AREA FOR THE CONSTRUCTION EQUIPMENT. THE APPROXIMATE LIMITS OF THE REMOVAL OR STRIPPING OF SOIL MATERIALS INCLUDING TOPSOIL AND LOB DENSITY OR DISPLACED MATERIALS BEYOND THE LIMITS SHOWN MAY BE REQUIRED TO ENSURE A SUITABLE FOUNDATION EXISTS ON WHICH TO PLACE EARTHILL AND/OR ROCK. (SEE CONSTRUCTION SPECIFICATION 425).  
 9. THE EXISTING NATURAL CHANNEL SHOWN FOR THE SITE IS BASED ON SURVEYED CONDITIONS AS THEY EXISTED IN MARCH 2014. CHANNELS WITH EXISTING AREAS TO BE CONSTRUCTED MAY NECESSARILY BE DELETED OR MODIFIED. CHANNELS AND VEGETATION FOR ALL WATERSHEDS SHOWN ARE APPROXIMATE AND SHALL BE ADJUSTED IN THE FIELD BY THE ENGINEER TO BEST FIT THE TOPOGRAPHY OF THE SITE. IF NECESSARY.  
 10. THE CONTROL POINTS SHOWN ARE TO BE USED TO ESTABLISH HORIZONTAL CONTROL. VERTICAL CONTROL SHALL BE THE PRINCIPAL SPILLWAY CREST AS SHOWN FOR THE 2014 OPENED SURVEY.

**NOTE:** CALCULATIONS REFLECTED IN THESE CONSTRUCTION DRAWINGS ARE BASED ON A LEVEL LOOP SURVEY CONDUCTED IN 2014. THESE CALCULATIONS MAY BE SUBJECT TO CHANGE IF A MORE RECENT SURVEY HAS BEEN OBTAINED. THERE IS NO CHANGE IN PERMANENT WATER LEVEL BETWEEN THESE CONSTRUCTION DRAWINGS AND THE EXISTING SET AS CONVENTIONED.

**GENERAL PLAN**  
 SCALE AS SHOWN  
 0 100 200 300 400

**STABILIZED CONSTRUCTION ENTRANCE - DETAIL**  
 NOT TO SCALE  
 1. THE STABILIZED CONSTRUCTION ENTRANCE SHALL BE PROVIDED AND MAINTAINED IN ACCORDANCE WITH CONSTRUCTION SPECIFICATION 8 AND MOST SPECIFICATION 804.  
 2. THE STABILIZED CONSTRUCTION ENTRANCE SHALL BE CONSTRUCTED WITH A MINIMUM OF 18" OF CRUSHED ROCK PREPARED TO A 3/4" MAXIMUM SIZE. THE STABILIZED CONSTRUCTION ENTRANCE SHALL BE CONSTRUCTED WITH A MINIMUM OF 18" OF CRUSHED ROCK PREPARED TO A 3/4" MAXIMUM SIZE. THE STABILIZED CONSTRUCTION ENTRANCE SHALL BE CONSTRUCTED WITH A MINIMUM OF 18" OF CRUSHED ROCK PREPARED TO A 3/4" MAXIMUM SIZE. THE STABILIZED CONSTRUCTION ENTRANCE SHALL BE CONSTRUCTED WITH A MINIMUM OF 18" OF CRUSHED ROCK PREPARED TO A 3/4" MAXIMUM SIZE.



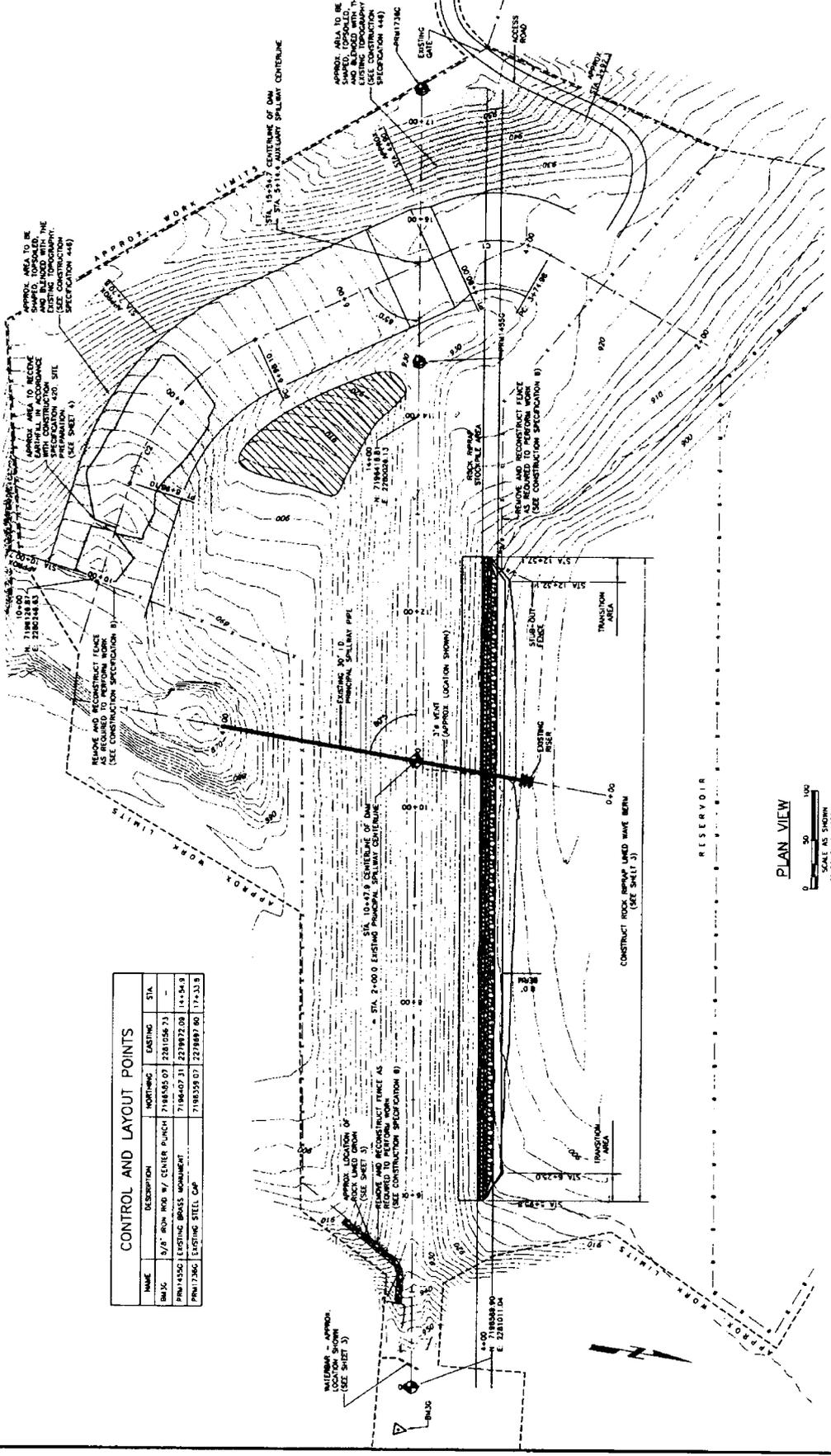
**ALIGNMENT CURVE DATA**

CURVE #	SOA/TA	IA	0	R	L	P.C.	P.T.	P.I.	T
C1	54° 36' 00"	051.56'	337.1102.00	105.02	105.02	STA. 5+25.00 E 2278640.81	STA. 5+25.00 N 7188218.37 E 2278640.81	STA. 5+25.00 N 7188218.37 E 2278640.81	54.88
C2	48° 00' 00"	024° 00' 01"	2.28 73	200.00	200.00	STA. 6+28.11 E 2278623.09	STA. 6+28.11 N 7188104.44 E 2278623.09	STA. 6+28.11 N 7188104.44 E 2278623.09	106.79

- LEGEND**
- PERMANENT REFERENCE MARKERS (TO BE INSTALLED)
  - BENCHMARK/CONTROL POINTS
  - EXISTING FENCES NOT TO BE REMOVED
  - FENCE TO BE REMOVED AND RECONSTRUCTED
  - APPROX. LIMITS OF MAIN AREA
  - APPROX. LIMITS OF SUBSIDIARY AREA
  - WOODED AREA/BRUSH
  - WASTE AREA
  - AREAS TO BE SHAPED AND TOPSOILED

**CONTROL AND LAYOUT POINTS**

NAME	DESCRIPTION	NORTHING	EASTING	STA.
BM3C	3/4" IRON ROD W/ CENTER PUNCH	7188435.07	2280586.73	-
PM115502	EXISTING BRASS MONUMENT	7188402.31	2278872.08	14+54.9
PM11236C	EXISTING STEEL CAP	7188335.07	2278887.80	17+23.3



**PLAN VIEW**  
 SCALE AS SHOWN  
 2' CONTOUR INTERVAL



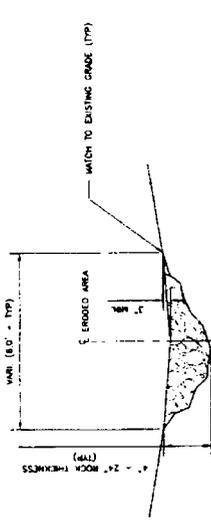


DESIGNED BY: JSM  
 CHECKED BY: JSM  
 DATE CHECKED: 7/20/13  
 PROJECT: DENTON CREEK WATERSHED  
 DRAWING NO: 17-TX-EN-0655

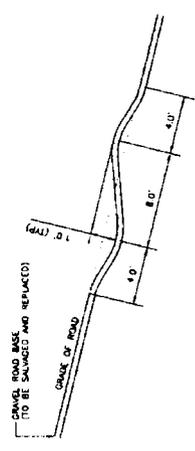
TYPICAL SECTIONS AND DETAILS  
 FLOODWATER RETARDING STRUCTURE SITE NO. 17  
 OF THE  
 DENTON CREEK WATERSHED  
 TRERRY RIVER WATERSHED, TEXAS

United States Department of Agriculture  
**NRCS**  
 Natural Resources Conservation Service

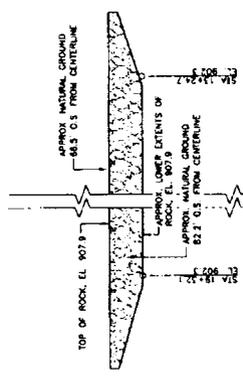
DATE: \_\_\_\_\_  
 REVISIONS: \_\_\_\_\_  
 DRAWING NO: 17-TX-EN-0655  
**3**  
 SHEET



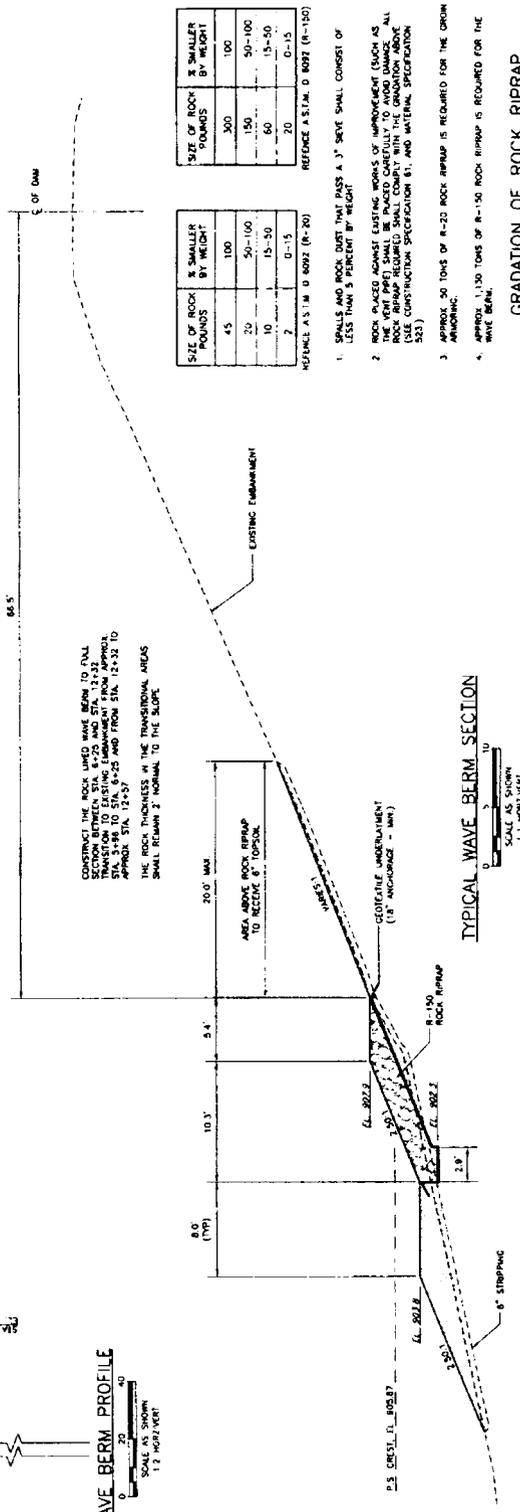
- GROIN EROSION ARMORING**  
 NOT TO SCALE
- CONSTRUCTION NOTES:
1. CONSTRUCT THE ROCK ARMORED AREAS TO THE MINIMUM DIMENSIONS SHOWN. THE APPROXIMATE REQUIRED LENGTH OF THE ARMORING IS SHOWN FROM LEAST TO MOST.
  2. THE WATERBARS SHALL BE AS STIPED BY THE ENGINEER. REPAIRS AND REPLACEMENT OF EXISTING WATERBARS MAY BE REQUIRED IN SOME AREAS.
  3. CONSTRUCTION ACTIVITIES SHALL BE CONDUCTED TO MINIMIZE IMPACT TO THE SURROUNDING VEGETATION AND TO MAINTAIN THE EXISTING VEGETATION AS MUCH AS POSSIBLE.
  4. ROCK SHALL BE PLACED TO A MINIMUM OF 12" ABOVE THE FINISH GRADE OF THE GROUND.
  5. ROCK RIPRAP SHALL COMPLY WITH THE GRADATION REQUIREMENTS SHOWN FOR R-20 RIPRAP.



- WATERBAR DETAIL**  
 NOT TO SCALE
- CONSTRUCTION NOTES:
1. THE WATERBARS SHALL BE CONSTRUCTED AT THE APPROXIMATE LOCATION SHOWN, OR AS INDICATED BY THE ENGINEER.
  2. THE WATERBARS SHALL HAVE THE MINIMUM DIMENSIONS SHOWN IN THE DETAIL.
  3. THE WATERBARS SHALL BE PLACED TO A MINIMUM OF 12" ABOVE THE FINISH GRADE OF THE GROUND.
  4. THE EXISTING ROAD BASE CHANNEL SHALL BE SALVAGED AND RE-PLACED ON TOP OF THE WATERBAR.
  5. LOCATED THE OUTLET OF THE WATERBAR SO THAT IT DRAINS AND IS NOT EXPOSED TO THE ROAD.
  6. THE LENGTH OF THE WATERBAR SHALL BE EXTENDED AS NECESSARY TO ENSURE THAT WATER IS COLLECTED AWAY FROM THE ROAD TO A SUBMERGED, NON-EROSIVE OUTLET.



**WAVE BERM PROFILE**  
 SCALE AS SHOWN  
 1" = 10'



**TYPICAL WAVE BERM SECTION**  
 SCALE AS SHOWN  
 1" = 10'

SIZE OF ROCK POUNDS	% SMALLER BY WEIGHT
45	100
20	50-100
10	15-50
2	0-15

NOTE: A.S.T.M. D 8022 (R-20)

SIZE OF ROCK POUNDS	% SMALLER BY WEIGHT
300	100
150	50-100
60	15-50
20	0-15

NOTE: A.S.T.M. D 8022 (R-150)

1. SHALLS AND ROCK MUST PASS A 3" SIEVE SHALL CONSIST OF LESS THAN 5 PERCENT BY WEIGHT.
2. ROCK SHOULD BE PLACED IN LAYERS AS THICK AS THE RIPRAP (8" MAX) SHALL BE PLACED CAREFULLY TO AVOID DAMAGE TO THE UNDERLYING STRUCTURE. ALL ROCK RIPRAP REQUIRED SHALL COMPLY WITH THE GRADATION ABOVE AND MATERIAL SPECIFICATION ST. AND MATERIAL SPECIFICATION ST.
3. APPROX. 30 TONS OF R-20 ROCK RIPRAP IS REQUIRED FOR THE GROUND ARMORING.
4. APPROX. 1,100 TONS OF R-150 ROCK RIPRAP IS REQUIRED FOR THE WAVE BERM.

**GRADATION OF ROCK RIPRAP**



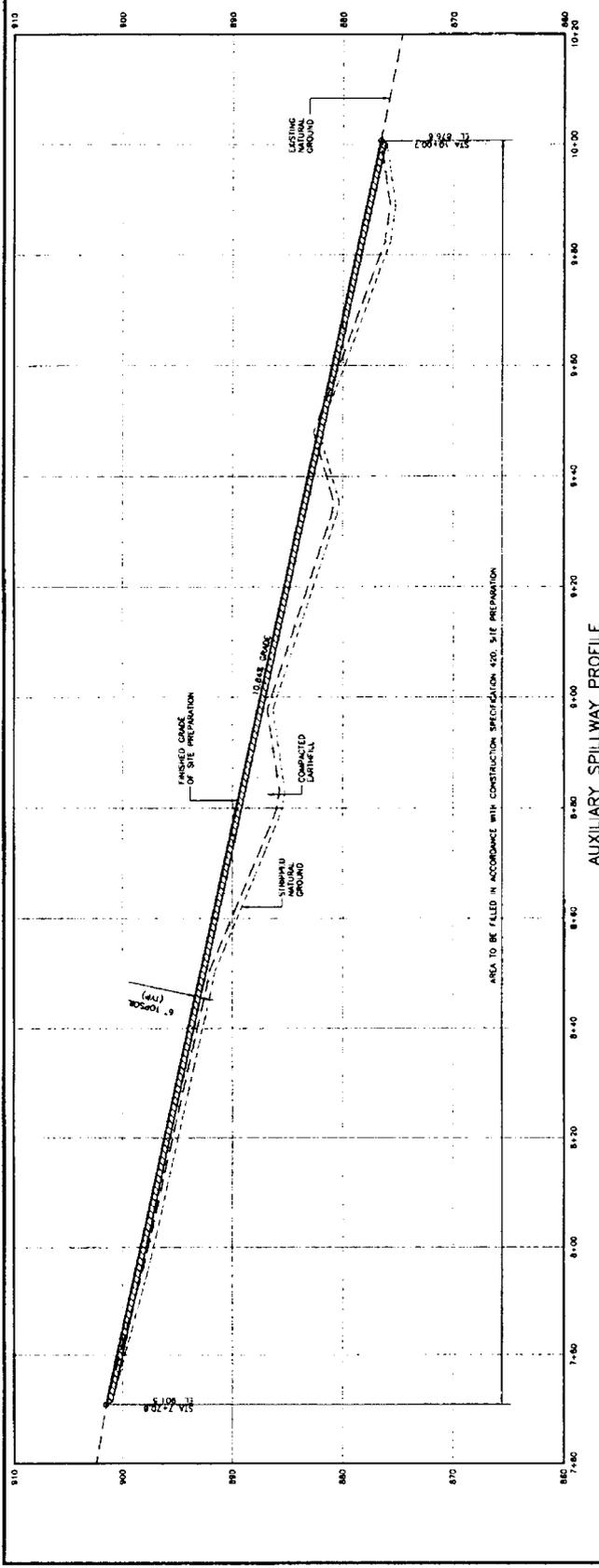


DESIGNED BY: SPN  
 DRAWN BY: JHM  
 CHECKED BY: JHM  
 FILE NAME: DENTON CREEK 17 TPOD.dwg  
 DATE CHECKED: 3/2015

AUXILIARY SPILLWAY PROFILE AND TYP SECTION  
 FLOODWATER RETAINING STRUCTURE SITE NO. 17  
 OF THE  
 DENTON CREEK WATERSHED  
 TRINITY RIVER WATERSHED, TEXAS

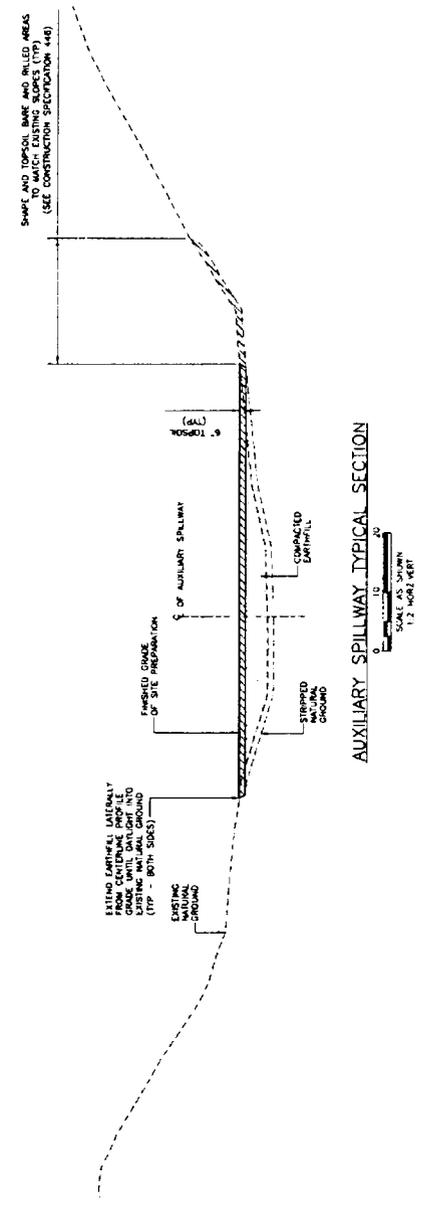
United States Department of Agriculture  
 NRCS  
 Natural Resources Conservation Service

REVISIONS: DATE: \_\_\_\_\_  
 DRAWING NO: TX-EN-0655  
 SHEET: 4



AUXILIARY SPILLWAY PROFILE

SCALE AS SHOWN  
 1" = 10' HORIZ.  
 1" = 2' VERT.

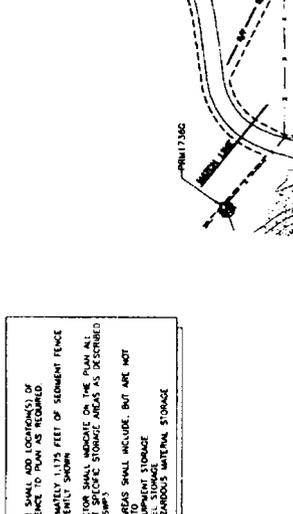
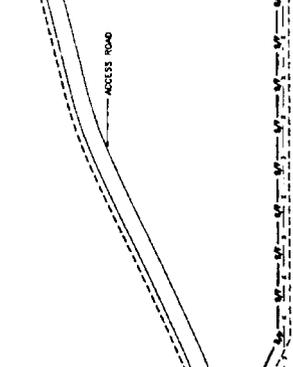
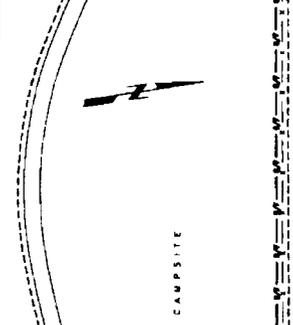


AUXILIARY SPILLWAY TYPICAL SECTION

SCALE AS SHOWN  
 1" = 10' HORIZ.  
 1" = 2' VERT.



SWPPP  
 FLOODWATER RETENTION STRUCTURE SITE NO. 17  
 DENTON CREEK WATERSHED  
 OF THE  
 TRIMBLE WATERSHED, TEXAS  
 DESIGNED BY: \_\_\_\_\_  
 DRAWN BY: \_\_\_\_\_  
 CHECKED BY: \_\_\_\_\_  
 FILE NAME: DENTON CREEK 17 TORO.dwg  
 DATE CHECKED: 3/20/15



**GENERAL NOTES:**  
**EROSION & SEDIMENT CONTROL MEASURES & WORKS**  
**SEDIMENT FILTERS**  
 1. SEDIMENT FILTERS SHALL BE FABRIC (GEOTEXTILE) SILT FENCES INSTALLED AS DETAILED IN FIGURE 1 OF ASTM D 1445-03 (REAPPROVED 2008) STANDARD PRACTICE FOR SILT FENCE INSTALLATION.  
 2. SEDIMENT FILTERS SHALL BE PROVIDED AT THE FOLLOWING LOCATIONS:  
 (A) ALONG THE DOWNSTREAM BOUNDARY OF ANY AREA WHICH IS STRIPPED OF EXISTING VEGETATION AND/OR SURFACE MATERIAL DURING ANY PHASE OF CONSTRUCTION ACTIVITY.  
 (B) ALONG THE DOWNSTREAM BOUNDARY OF ANY SOIL MATERIAL WHICH IS STOCKPILED DURING ANY PHASE OF CONSTRUCTION ACTIVITY FOR MORE THAN 14 DAYS.  
 (C) OTHER AREAS WHICH ARE DETERMINED BY THE CONTRACTING OFFICER TO BE POTENTIAL SILT CATCHER AREAS.  
 3. SEDIMENT FILTERS SHALL NOT BE USED WHERE CONCENTRATED FLOWS WHICH EXCEED ONE CFS ARE EXPECTED, OR WHERE DRAINAGE AREA EXCEEDS TWO ACRES.  
 4. THE HEIGHT OF SILT FENCES SHALL NOT EXCEED 48 INCHES (HIGHER FENCES MAY BE WOUND VOLUMES OF WATER SUFFICIENT TO CAUSE FAILURE OF THE STRUCTURES).  
 5. SPACES IN THE FILTER FABRIC ARE NOT RECOMMENDED. WHEN JOINTS ARE UNAVOIDABLE, FABRIC SHALL BE SPICED TOGETHER ONLY AT A SUPPORT POST, WITH A MINIMUM 6-INCH LAP.  
 6. POSTS SHALL BE SPACED A MINIMUM OF 8 FEET APART AT THE FENCE LOCATION AND DRIVEN SECURELY INTO THE GROUND (MINIMUM OF 12 INCHES).  
**MAINTENANCE**  
 1. SEDIMENT FILTERS SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND DAILY DURING PERIODS OF HEAVY RAIN. ANY REQUIRED REPAIRS SHALL BE MADE IMMEDIATELY.  
 2. SEDIMENT FILTERS SHALL BE MAINTAINED AT ALL TIMES. SILT FENCES MUST BE REMOVED WHEN THE LEVEL OF SEDIMENT BEHIND THEM APPROXIMATELY EQUALS THE HEIGHT OF THE SEDIMENT FILTER.  
 3. SHOULD THE FABRIC ON A SILT FENCE BECOME WEAR OR DAMAGED, REPAIRS SHOULD BE MADE AT THE END OF THE LIFETIME USEABLE LIFE. THE FABRIC SHALL BE REPLACED IMMEDIATELY UNLESS INSPECTION REPORTS INDICATE THAT THE REPLACEMENT IS UNNECESSARY.

**NOTE**  
 CONTRACTOR SHALL OBTAIN LOCATIONS OF SEDIMENT FENCE TO POLE AS REQUIRED. APPROXIMATELY 1-1/2 FEET OF SEDIMENT FENCE CONSTRUCTION SHALL BE PROVIDED ON THE DOWNSTREAM SIDE OF STORAGE AREAS AS DESCRIBED IN THE SWPPP. THESE AREAS SHALL INCLUDE, BUT ARE NOT LIMITED TO:  
 - FUEL STORAGE  
 - EQUIPMENT STORAGE  
 - HAZARDOUS MATERIAL STORAGE

**NOTE**  
 ALL WORKING LOCATIONS OF THE SEDIMENT FILTERS SHALL BE ACCORDANCE WITH THE STORM WATER POLLUTION PREVENTION PLAN.  
 IN ADDITION TO THE WARE AREA AND ACCESS ROAD, THE WARE AREA, DISTURBED AREAS, AND ACCESS ROAD SHALL HAVE PERMANENT VEGETATION ESTABLISHED.

SCALE AS SHOWN  
 0 50 100  
 FEET

SCALE AS SHOWN  
 0 50 100  
 FEET  
 2' CONTOUR INTERVAL

**LEGEND**  
 --- SILT FENCE  
 --- AREA TO BE VEGETATED





**WISE COUNTY ASSET CONTROL OFFICE  
P.O. Box 952  
400 W Walnut  
Decatur, TX 76234**

Phone – 940-627-3312

Fax – 940-627-4717

October 5, 2015

Beavers Contracting  
Skipper Beavers  
P.O. Box 697  
Aubrey, TX 76227

Dear Mr. Beavers,

This letter serves as your NOTICE TO PROCEED in regards to Denton Creek Watershed Site 17 Embankment Repair project. (Bid 15-600-040)

Note that commencement of work shall begin within 20 days of the date of this letter. Please allow sufficient time for review by the Point of Contact, Contract Administrator, and NRCS personnel for any submittals required prior to commencement.

We look forward to working with you on this project.

Sincerely,  
Diana Alexander  
Asset Manager/Contract Administrator



**PART III - SUPPLEMENTAL CONDITIONS**

**ARTICLE 1 – TYPES AND LIMITS OF INSURANCE**

Satisfactory certificates of insurance shall be filed with Contracting Local Organization prior to commencement of any work on this contract.

**(a) Workmen's Compensation and Employer's Liability**

(1) Contractor shall provide workmen’s compensation and employee’s liability insurance at own expense. This insurance shall protect Contractor against all claims under applicable state workmen's compensation laws. Contractor shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a workmen's compensation law. This policy shall include an "all states" endorsement.

(2) The liability limits shall be not less than:

Workmen's Compensation	Statutory
Employer's Liability	\$100,000 each occurrence

**(b) Comprehensive Automobile Liability**

(1) Contractor shall provide comprehensive automobile liability insurance at own expense. This insurance shall be written in comprehensive form and shall protect Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired.

(2) The liability limits shall be not less than:

Bodily injury	\$500,000 each person \$500,000 each occurrence
Property damage	\$500,000 each occurrence \$500,000 aggregate

**(c) Comprehensive General Liability**

(1) Contractor shall provide comprehensive general liability insurance at own expense. This insurance shall be written in comprehensive form and shall protect Contractor against all claims arising from injuries to persons other than his/her employees or damage to property of Contracting Local Organization or others arising out of any act or omission of Contractor or his/her agents, employees, or subcontractors. The policy shall also include protection against claims insured by usual personal injury liability coverage, a "protective liability" endorsement to insure the contractual liability assumed by Contractor.

(2) To the extent that Contractor's work, or work under his/her direction, may require blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of building, or damage to underground property.

(3) The liability limits shall be not less than:

Bodily injury	\$500,000 each person \$500,000 each occurrence
Property damage	\$500,000 each occurrence \$500,000 aggregate

- (d) **Umbrella Liability Policy.** Contractor shall provide umbrella liability policy at its own expense. This insurance shall protect Contractor against all claims in excess of the limits provided under the workmen's compensation and employer's liability, comprehensive automobile liability, and general liability policies. The liability limits of the umbrella liability policy shall not be less than \$1,000,000.
- (e) **Policy Cancellation.** Each policy shall contain a provision that the coverage afforded will not be canceled or materially changed until at least 30 days prior written notice has been given to the Contracting Local Organization or Point of Contact.
- (f) **Additional Named Insured.** The Contracting Local Organization shall be listed as an additional named insured on all policies. Contractor shall provide the Point of Contact and Project Engineer:
  - (1) an affidavit from each insurance provider that states the additional cost to Contractor to list the Contracting Local Organization as an additional named insured on each policy, and (2) copy of invoice that shows this additional cost, if any.

**ARTICLE 2 – SETTLEMENT OF INSURANCE CLAIMS**

- (a) Losses insured under policies that include Contracting Local Organization, as a named insured, shall be adjusted with Contracting Local Organization and made payable to Contracting Local Organization as trustee for the insureds, as their interests may appear.
- (b) Contracting Local Organization and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance, except such rights as they may have to insurance proceeds held by Contracting Local Organization as trustee. Contractor shall require similar waivers by subcontractors.

**ARTICLE 3 – WORKERS’ COMPENSATION INSURANCE COVERAGE**

Contractor shall provide worker’s compensation insurance coverage as specified below at own expense.

- (a) Definitions.
  - (1) Certificate of coverage (“certificate”)—A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers’ Compensation Commission (TWCC), or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers’ compensation insurance coverage for the person’s or entity’s employees providing services on a project, for the duration of the project.
  - (2) Duration of the project—Includes the time from the beginning of the work on the project until the Contractor’s/person’s work on the project has been completed and accepted by the Contracting Local Organization.
  - (3) Persons providing services on the project (“subcontractor” in §406.096, Texas Labor Code) includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project.

“Services” include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. “Services” does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- (b) The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all employees of the Contractor providing services on the project, for the duration of the project.
- (c) The Contractor must provide a certificate of coverage to the Contracting Local Organization prior to being awarded the contract.
- (d) If the coverage period shown on the Contractor’s current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Contracting Local Organization showing that coverage has been extended.
- (e) The Contractor shall obtain from each person providing services on a project, and provide to the Contracting Local Organization:
  - (1) A certificate of coverage, prior to that person beginning work on the project, so the Contracting Local Organization will have on file certificates of coverage showing coverage for all persons providing services on the project, and
  - (2) No later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- (f) The Contractor shall retain all required certificates of coverage for the duration of the project and then in accordance with PART II, General Conditions, Article 37, Contractor Records.
- (g) The Contractor shall notify the Contracting Local Organization in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- (h) The Contractor shall post on each project site a notice [see paragraph (l) of this Article], in the text, form and manner prescribed by the Texas Workers’ Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- (i) The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:
  - (1) Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all of its employees providing services on the project, for the duration of the project;
  - (2) Provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
  - (3) Provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
  - (4) Obtain from each other person with whom it contracts, and provide to the Contractor:
    - (i) a certificate of coverage, prior to the other person beginning work on the project; and

- (ii) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (5) Retain all required certificates of coverage on file for the duration of the project and then in accordance with PART II – General Conditions, Article 37 – Contractor Records;
- (6) Notify the Contracting Local Organization in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- (7) Contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- (j) By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Contracting Local Organization that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with TWCC's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- (k) The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Contracting Local Organization to declare the contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Contracting Local Organization.
- (l) Posting of Notice: "REQUIRED WORKER'S COMPENSATION COVERAGE"  
 "The law requires that each person working on this site or providing services related to this construction project must be covered by workers' compensation insurance. This includes persons providing, hauling, or delivering equipment or materials, or providing labor or transportation or other service related to the project, regardless of the identity of their employer or status as an employee. Call the Texas Workers' Compensation Commission at 512/440-3789 to receive information on the legal requirement for coverage, to verify whether your employer has provided the required coverage, or to report an employer's failure to provide coverage."

#### **ARTICLE 4 – POST-BID INFORMATION**

Within five (5) workdays after receipt of Notice of Award, Contractor shall submit to the Point of Contact the following post-bid information:

- (a) Two (2) fully executed counterparts of the Contract Agreement including all the contract documents.
- (b) Performance and payment bonds as specified in Article 13 of these Supplemental Conditions.
- (c) Copy of all insurance certificates and waivers required in Articles 1, 2, and 3 of these Supplemental Conditions.
- (d) List of proposed subcontractors required in PART II, General Conditions, Article 21(a).
- (e) Major equipment schedule per PART II, General Conditions, Article 8(a). A firm commitment in writing from all suppliers of equipment that will be leased shall be provided. Equipment shall be open to inspection prior to award of the contract or commencement of work to verify soundness and reliability.
- (f) Contractor's proposed workweek (days and clock hours) per PART II, General Conditions, Article

20(a).

- (g) Contractor Certification for Storm Water Pollution Prevention Plans located in PART IV
- (h) For a nonresident bidder who is a corporation, limited partnership, or limited liability company: a current Certificate of Authority from Texas Secretary of State, if not yet provided.

Failure to comply with these conditions within the time specified will entitle the Point of Contact to terminate the contract for default. In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference, or the Contracting Local Organization may pursue any other action allowed by law.

#### **ARTICLE 5 – PERFORMANCE OF WORK BY CONTRACTOR**

The Contractor shall perform on the site, and with its own organization, work equivalent to at least twenty (20) percent of the total amount of work to be performed under the Contract. This percentage may be reduced by a supplemental agreement to this contract if, during the performance of the work, the Contractor requests a reduction and the Point of Contact determines that the reduction would be to the advantage of the Contracting Local Organization.

#### **ARTICLE 6 – COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK**

- (a) Contractor shall be required to:
- (1) Commence work under this contract within twenty (20) calendar days from the date of receipt of written Notice to Proceed [note: performance time commences the day after Notice to Proceed is received];
  - (2) Prosecute the work diligently; and
  - (3) Complete the entire work ready for use not later than 106 (one hundred six) calendar days from the day after Notice to Proceed is received by Contractor.
- (b) The time stated for completion shall include final cleanup of the premises.

#### **ARTICLE 7 – VENUE**

This contract shall be governed, construed and interpreted under the laws of the State of Texas. This contract is performable in Wise County, Texas. Any legal action must be filed in Wise County, Texas.

#### **ARTICLE 8 – WAGES / BENEFITS**

##### **8.1 General**

Contractor shall pay or cause to be paid, without cost or expense to Contracting Local Organization, all Social Security, Unemployment and Federal Income Withholding Taxes of all such employees, and all such employees shall be paid wages and benefits as required by Federal and/or State law (including but not restricted to unemployment compensation coverage) and per wage rates requirements in Article 8.2 below.

##### **8.2 Laborers and Mechanics – Prevailing Wage Rates**

- (a) This contract requires the Contractor and any of his/her subcontractors at any tier to pay prevailing wage rates as specified in this article and to follow requirements contained in Texas Government Code, Chapter 2258, Prevailing Wage Rates.
- (b) A copy of the Prevailing Wage Rates Determination that must be followed is included in PART VI

of the contract.

- (c) A worker employed or working upon the site of the work shall be paid the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) computed at rates not less than those contained in the Prevailing Wage Rates Determination for regular work and for legal holiday and overtime work, regardless of any contractual relationship which may be alleged to exist between the Contractor and such workers. "Worker" includes laborers or mechanics.
- (d) Workers shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill. Those 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.
- (e) The wage determination shall be posted at all times by the Contractor and subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by workers.
- (f) 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.
- (g) The Contractor or subcontractor shall insert in any subcontracts this Article 8, and also a clause requiring subcontractors to include Article 8 in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with this article.
- (h) Payroll records. A Contractor and subcontractor shall keep a record showing: (i) the name and occupation of each worker (includes a laborer or mechanic) employed by the Contractor or subcontractor in the construction of the public work; and (ii) the actual per diem wages paid to each worker. The record shall be open at all reasonable hours to inspection by the officers and agents of the Contracting Local Organization and others as required by PART II, General Conditions, Article 37 (Contractor Records).
- (i) A Contractor or subcontractor who violates this article shall pay to the Contracting Local Organization a penalty of \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated.

## **ARTICLE 9 – ETHICS / CONFLICTS OF INTEREST**

- (a) Texas Local Government Code Chapter 171 provisions apply to award of this contract.
- (b) A bidder and/or Contractor shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the Contracting Local Organization.

## **ARTICLE 10 – PROTESTS**

### **10.1 Definitions**

- (a) "Day," as used in this article, means a calendar day, unless otherwise specified. In the computation of any period--
  - (1) The day of the act, event, or default from which the designated period of time begins to run is not included; and
  - (2) The last day after the act, event, or default is included unless--
    - (i) The last day is a Saturday, Sunday, or legal holiday; or
    - (ii) In the case of a filing of a document at the Contracting Local Organization main office, the last day is a day on which weather or other conditions cause the closing of the office for all or

part of the day, in which event the next day on which the office is open is included.

- (b) "Filed," as used in this article, means the complete receipt of any document by the Contracting Local Organization before its close of business. Documents received after close of business are considered filed as of the next day. Unless otherwise stated, the close of business is presumed to be 4:30 p.m., local time.
- (c) "Interested party for the purpose of filing a protest," as used in this article, means an actual or prospective offeror whose direct economic interest would be affected by the award of a contract or by the failure to award a contract.
- (d) "Protest," as used in this article, means a written objection by an interested party to any of the following:
  - (1) A solicitation or other request by the Contracting Local Organization for offers for a contract for the procurement of property or services.
  - (2) The cancellation of the solicitation or other request.
  - (3) An award or proposed award of the contract.
  - (4) A termination or cancellation of an award of the contract, if the written objection contains an allegation that the termination or cancellation is based in whole or in part on improprieties concerning the award of the contract.

## **10.2 Service of Protest**

- (a) Protests filed with the Contracting Local Organization shall be served on the Point of Contact by obtaining written and dated acknowledgment of receipt. Location to file a protest is:

Wise County Asset Control  
400 W Walnut  
Decatur, Texas 76234

- (b) An interested party wishing to protest must exhaust all administrative remedies with the Contracting Local Organization before pursuing a protest with the State Grantor Agency. Reviews of protests by the State Grantor Agency will be limited to: (i) Violations of State law or regulations and the standards set forth in U.S. Code of Federal Regulations, 7 CFR 3016.36—Procurement, and (ii) Violations of the Contracting Local Organization's protest procedures for failure to review a complaint or protest. Violations of State or local law are under the jurisdiction of State or local authorities.
- (c) Protests shall include information outlined in "Bid Protest Policy and Procedure". Failure to substantially comply with these requirements may be grounds for dismissal of the protest.
- (d) Protests based on alleged apparent improprieties in a solicitation shall be filed before bid opening or the closing date for receipt of proposals. In all other cases, protests shall be filed no later than 10 days after the basis of protest is known or should have been known, whichever is earlier. The Contracting Local Organization, for good cause shown, or where it determines that a protest raises issues significant to the Contracting Local Organization's acquisition system, may consider the merits of any protest which is not timely filed.
- (e) Ruling on a protest will be made by a written Point of Contact's final decision. Upon receipt of the final decision, protester may pursue any and all legal remedies available to him/her.

## **10.3 Protests After Award**

- (a) Upon receipt of a notice of protest or a determination that a protest is likely, the Point of Contact may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this article. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon rendering of the final decision in the protest, the Point of Contact shall either--
- (1) Cancel the stop-work order; or
  - (2) Terminate the work covered by the order as provided in the Default or the Termination for Convenience of the Contracting Local Organization clauses of this contract (PART II, General Conditions, Article 5 and 31).
- (b) If a stop-work order issued under this article is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Point of Contact shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--
- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
  - (2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; *provided*, that if the Point of Contact decides the facts justify the action, the Point of Contact may receive and act upon a proposal at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Contracting Local Organization, the Point of Contact shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Point of Contact shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.
- (e) The Contracting Local Organization's rights to terminate this contract at any time are not affected by action taken under this article.
- (f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Contracting Local Organization pays costs, as provided in "Bid Protest Policy and Procedure". The Contracting Local Organization may require the Contractor to reimburse the Contracting Local Organization the amount of such costs. In addition to any other remedy available, the Contracting Local Organization may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Contracting Local Organization.

## **ARTICLE 11 – DISPUTES / ALTERNATIVE DISPUTE RESOLUTION (ADR)**

This article supplements PART II, General Conditions, Article 6 – Claims.

### **11.1 Claims**

- (a) The Contracting Local Organization's policy is to try to resolve all contractual issues in controversy by mutual agreement at the Point of Contact's level. Reasonable efforts should be made to resolve controversies prior to the submission of a claim. Use of ADR procedures to the maximum extent practicable is encouraged.
- (b) Initiation of a claim. (1) Contractor claims shall be submitted, in writing, to the Point of Contact for

a decision no later than the 180th day after accrual of a claim. The Point of Contact shall document the contract file with evidence of the date of receipt of any submission from the Contractor deemed to be a claim by the Point of Contact.

- (2) The Contracting Local Organization shall issue a written decision on any Contracting Local Organization claim initiated against a Contractor no later than the 180th day after accrual of the claim. This time period shall not apply to a Contracting Local Organization claim based on a Contractor claim involving fraud.
- (c) Contractor certification. Contractor shall provide the certification specified below when submitting any claim exceeding \$100,000, or regardless of the amount claimed when using ADR procedures. The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim. The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim. The certification shall state as follows:  
"I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Contracting Local Organization is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."
- (d) The Contracting Local Organization shall pay interest on a Contractor's claim on the amount found due and unpaid from the date that the Point of Contact receives the claim (certified if required by Article 11.1(c) above); or payment otherwise would be due, if that date is later, until the date of payment. If a claim has a defective certification, interest shall be paid from the date that the Contracting Local Organization receives a proper certification. Amount of interest due will be per Texas and local law and regulation.

### **11.2 Alternative Dispute Resolution (ADR)**

- (a) The objective of using ADR procedures is to increase the opportunity for relatively inexpensive and expeditious resolution of issues in controversy. Essential elements of ADR include:
  - (1) Existence of an issue in controversy,
  - (2) A voluntary election by both parties to participate in the ADR process,
  - (3) An agreement on alternative procedures and terms to be used in lieu of formal litigation,
  - (4) Participation in the process by officials of both parties who have the authority to resolve the issue in controversy, and
  - (5) Certification by the Contractor in accordance with Article 11.1(c) when using ADR procedures to resolve all or part of a claim.
- (b) If either party rejects a request for ADR from the other party, the rejecting party shall inform the other party in writing of the specific reasons for rejecting the request, including but not limited to why ADR procedures are inappropriate for the resolution of the dispute.
- (c) ADR procedures may be used at any time that the Point of Contact has authority to resolve the issue in controversy. If a claim has been submitted, ADR procedures may be applied to all or a portion of the claim. When ADR procedures are used subsequent to the issuance of a Point of Contact's final decision, their use does not constitute a reconsideration of the final decision.
- (d) When appropriate, a neutral person may be used to facilitate resolution of the issue in controversy using the procedures chosen by the parties.
- (e) The rights of Contracting Local Organization and Contractor to exercise such rights or remedies as either party may otherwise have under the contract or by laws or regulations in respect of any claims, disputes, and other issues in controversy are not affected by action taken under this Article.

- (f) ADR procedures must be consistent with Chapter 154, Texas Civil Practice and Remedies Code, and Chapter 2009, Texas Government Code, Alternative Dispute Resolution for Use by Governmental Bodies.

### 11.3 Definitions

- (a) Accrual of a claim occurs on the date when all events, which fix the alleged liability of either the Contracting Local Organization or the Contractor and permit assertion of the claim, were known or should have been known. For liability to be fixed, some injury must have occurred. However, monetary damages need not have been incurred.
- (b) Alternative dispute resolution (ADR) means any procedure or combination of procedures voluntarily used to resolve issues in controversy without the need to resort to litigation. These procedures may include, but are not limited to, assisted settlement negotiations, conciliation, facilitation, mediation, fact-finding, mini-trials, and arbitration.
- (c) Claim as used in this Article means a written demand or written assertion by one of the contracting parties seeking as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the contractor seeking the payment of money exceeding \$100,000 is not a claim under this Article until certified as required by Article 11.1(c) above. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim, by written notice to the Point of Contact within time limits in section 11.1(b) of this Article, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (d) Defective certification as used in this Article means a certificate which alters or otherwise deviates from the language in this Article or which is not executed by a person duly authorized to bind the Contractor with respect to the claim. Failure to certify shall not be deemed to be a defective certification.
- (e) Issue in controversy means a material disagreement between the Contracting Local Organization and the Contractor which:
- (1) May result in a claim, or
  - (2) Is all or part of an existing claim.
- (f) Misrepresentation of fact as used in this Article means a false statement of substantive fact, or any conduct which leads to the belief of a substantive fact material to proper understanding of the matter in hand, made with intent to deceive or mislead.
- (g) Neutral person as used in this Article means an impartial third party, who serves as a mediator, fact finder, or arbitrator, or otherwise functions to assist the parties to resolve the issues in controversy. A neutral person may be a permanent or temporary officer or employee of the Contracting Local Organization, or the Federal government or any other individual who is acceptable to the parties. A neutral person shall have no official, financial, or personal conflict of interest with respect to the issues in controversy, unless such interest is fully disclosed in writing to all parties and all parties agree that the neutral person may serve. An —impartial third party|| must possess the qualifications required under Section 154.052, Texas Civil Practice and Remedies Code.

## ARTICLE 12 – INDEMNIFICATION CLAUSE

The contractor shall defend, indemnify, and hold harmless the Contracting Local Organization, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of contractor or any agent, employee, subcontractor, or supplier of contractor in the execution of performance of this contract.

## ARTICLE 13 – PERFORMANCE AND PAYMENT BONDS

### 13.1 General

- (a) This contract requires performance and payment bonds as outlined in 13.2 below. Such bonds are due within five (5) workdays after receipt of Notice of Award (see Article 4 of these Supplemental Conditions). The Contracting Local Organization will attach to the Notice of Award the bond forms to be used.
- (b) Bonds shall be made payable to: Wise County.
- (c) Bonds are subject to requirements of Texas Government Code, Chapter 2253, Public Work Performance and Payment Bonds, and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1, Vernon's Texas Insurance Code).

### 13.2 Performance and Payment Bonds—Construction

- (a) *Definitions.* As used in this clause-- "Contract price" means the award price of the contract.
- (b) The successful offeror shall be required to furnish performance and payment bonds to the Point of Contact as follows:
  - (1) *Performance Bonds:* Required when the contract price is over \$100,000.
    - (i) The penal amount of performance bonds shall be 100 percent of the original contract price.
    - (ii) The Contracting Local Organization (CLO) may require additional performance bond protection when the contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price.
    - (iii) The CLO may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.
  - (2) *Payment Bonds:* Required when the contract price is over \$25,000.
    - (i) The penal amount of payment bonds shall be 100 percent of the original contract price.
    - (ii) The CLO may require additional performance bond protection when the contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price.
    - (iii) The CLO may secure additional protection by directing the Contractor to increase the penal sum of the existing bond or to obtain an additional bond.
- (c) The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Point of Contact, within the time period specified in 13.1 above.
- (d) A bond may be executed only by a surety company that is authorized and admitted to write surety bonds in the State of Texas
- (e) If the amount of the bond exceeds \$100,000, the surety must
  - (1) hold a certificate of authority from the United States Secretary of the Treasury to qualify as a surety on obligations permitted or required under federal law; or
  - (2) have obtained reinsurance for any liability in excess of \$100,000 from a reinsurer that is

authorized and admitted as a reinsurer in the State of Texas and is a holder of a certificate of authority from the United States Secretary of the Treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law. U.S. Treasury Department Circular 570 is published in the *Federal Register* and lists Treasury approved surety companies and their underwriting limitations.

- (f) All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

#### **ARTICLE 14 – APPLICABLE CERTIFICATIONS**

During the performance of this contract, the Contractor agrees to and shall certify that all Local, State and Federal rules that apply to this scope of work shall be adhered to.

#### **ARTICLE 15 – SUBCONTRACTOR CERTIFICATION (TPDES)**

All subcontractors at any tier who perform work that may impact pollution control measures per PART IV – Construction Specification 5, Pollution Control must complete and submit, prior to performing any work on the project, a “Subcontractor Certification” form regarding Texas Pollutant Discharge Elimination System (TPDES) permit for each site.





Broom or Sweeper.....	\$ 11.74
Concrete Pavement	
Finishing Machine.....	\$ 16.05
Concrete Saw.....	\$ 14.48
Crane Operator, Lattice	
Boom 80 Tons or Less.....	\$ 17.27
Crane Operator, Lattice	
Boom over 80 Tons.....	\$ 20.52
Crane, Hydraulic 80 Tons	
or Less.....	\$ 18.12
Crawler Tractor.....	\$ 14.07
Excavator, 50,000 pounds	
or less.....	\$ 17.19
Excavator, over 50,000	
pounds.....	\$ 16.99
Foundation Drill , Truck	
Mounted.....	\$ 21.07
Foundation Drill, Crawler	
Mounted.....	\$ 17.99
Front End Loader 3 CY or	
Less.....	\$ 13.69
Front End Loader, over 3 CY.	\$ 14.72
Loader/Backhoe.....	\$ 15.18
Mechanic.....	\$ 17.68
Milling Machine.....	\$ 14.32
Motor Grader, Fine Grade....	\$ 17.19
Motor Grader, Rough.....	\$ 16.02
Pavement Marking Machine....	\$ 13.63
Reclaimer/Pulverizer.....	\$ 11.01
Roller, Asphalt.....	\$ 13.08
Roller, Other.....	\$ 11.51
Scraper.....	\$ 12.96
Small Slipform Machine.....	\$ 15.96
Spreader Box.....	\$ 14.73

Servicer.....\$ 14.58

Steel Worker (Reinforcing).....\$ 16.18

TRUCK DRIVER

Lowboy-Float.....	\$ 16.24
Off Road Hauler.....	\$ 12.25
Single Axle.....	\$ 12.31
Single or Tandem Axle Dump	
Truck.....	\$ 12.62
Tandem Axle Tractor with	
Semi Trailer.....	\$ 12.86
Transit-Mix.....	\$ 14.14

WELDER.....\$ 14.84

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

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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)).

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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.

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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 Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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



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

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

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

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END OF GENERAL DECISION





## PART II - GENERAL CONDITIONS

### ARTICLE 1 – DEFINITIONS

Terms used or referred to herein and elsewhere in the contract documents are defined as follows:

- (a) Contracting Local Organization (CLO): The organization or agency awarding the contract. CLO is Wise County, Texas. Also referred to as the “District” and “Owner”.
- (b) Point of Contact (POC): The person who is designated and authorized to enter into and administer this contract on behalf of the Contracting Local Organization or his/her duly appointed successor or alternate. No other person has authority to act for the Point of Contact as stated in these General Conditions or elsewhere in the contract documents unless such person has been delegated authority by the Point of Contact in writing.
- (c) Engineer: The person or his/her representative who is responsible for determining that the Contractor’s work conforms to the technical requirements as set forth in the drawings and specifications. Also called Project Engineer or Point of Contact’s Technical Representative (COTR).
- (d) Inspector: The person who performs daily inspection services for the CLO at the construction site and maintains accurate daily records of the work accomplished and the factors affecting its progress and quality. Also called NRCS Construction Inspector.
- (e) State Grantor Agency: Texas State Soil and Water Conservation Board (TSSWCB).
- (f) Government: United States Department of Agriculture/Natural Resources Conservation Service (USDA/NRCS).
- (g) Service: Natural Resources Conservation Service (NRCS)
- (h) Government’s Representative (GR): NRCS Engineer, COTR.
- (i) Quality Assurance (QA): NRCS Construction Inspector (onsite).
- (j) Quality Control (QC): Contractor’s Construction Inspector (onsite).

### ARTICLE 2 – SPECIFICATIONS AND DRAWINGS

The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Point of Contact access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy either in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Point of Contact, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at his/her own risk and expense. The Point of Contact shall furnish from time to time such detail drawings and other information as considered necessary, unless otherwise provided.

### ARTICLE 3 – CHANGES

- (a) The Point of Contact may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make any change in the work within the general scope of the contract, including but not limited to changes:
  - (1) In the specifications (including drawings and designs);
  - (2) In the method or manner of performance of the work;
  - (3) In the Contracting Local Organization-furnished facilities, equipment, materials, services, or site;

or

- (4) Directing acceleration in the performance of the work
- (b) Any other written order or an oral order (which terms as used in this paragraph (b) shall include direction, instruction, interpretation, or determination) from the Point of Contact, which causes any such change, shall be treated as a change order under this article, provided that the Contractor gives the Point of Contact written notice stating the date, circumstances, and source of the order and that the Contractor regards the order as a change order.
- (c) Except as herein provided, no order, statement, or conduct of the Point of Contact shall be treated as a change under this article or entitle the Contractor to an equitable adjustment hereunder.
- (d) If any change under this article causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any order, an equitable adjustment shall be made and the contract modified in writing accordingly: *Provided, however*, That except for claims based on defective specifications, no claim for any change under (b) above shall be allowed for any costs incurred more than 20 days before the Contractor gives written notice as therein required: *And provided further*, That in the case of defective specifications for which the Contracting Local Organization is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with such defective specifications.
- (e) If the Contractor intends to assert a claim for an equitable adjustment under this article, Contractor must, within 30 days after receipt of a written change order under (a) above or the furnishing of a written notice under (b) above, submit to the Point of Contact a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the Point of Contact. The statement of claim hereunder may be included in the notice under (b) above.
- (f) No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

#### **ARTICLE 4 – DIFFERING SITE CONDITIONS**

- (a) The Contractor shall promptly, and before such conditions are disturbed, notify the Point of Contact in writing of:
- (1) Subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or
  - (2) Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in this contract. The Point of Contact shall promptly investigate the conditions, and if he/she finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the contract modified in writing accordingly.
- (b) No claim of the Contractor under this article shall be allowed unless the Contractor has given the notice required in (a) above; provided, however, the time prescribed therefore may be extended by the Point of Contact.
- (c) No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

**ARTICLE 5 – TERMINATION FOR DEFAULT, DAMAGES FOR DELAY, TIME EXTENSIONS**

- (a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within such time, the Contracting Local Organization may, by written notice to the Contractor, terminate Contractor's right to proceed with the work or such part of the work as to which there has been delay. In such event the Contracting Local Organization may take over the work and prosecute the same to completion, by contract or otherwise, and 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. Whether or not the Contractor's right to proceed with the work is terminated, Contractor and his/her sureties shall be liable for any damage to the Contracting Local Organization resulting from his/her refusal or failure to complete the work within the specified time.
- (b) [Reserved.]
- (c) [Reserved.]
- (d) The Contractor's right to proceed shall not be so terminated nor the Contractor charged with resulting damage if:
- (1) The delay in the completion of the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the Contracting Local Organization in its contractual capacity, acts of another contractor in the performance of a contract with the Contracting Local Organization, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and such subcontractors or suppliers; and
  - (2) The Contractor, within 10 days from the beginning of any such delay (unless the Point of Contact grants a further period of time before the date of final payment under the contract), notifies the Point of Contact in writing of the causes of delay.
- The Point of Contact shall ascertain the facts and the extent of the delay and extend the time for completing the work when, in his/her judgment, such an extension is justified.
- (e) The rights and remedies of the Contracting Local Organization provided in this article are in addition to any other rights and remedies provided by law or under this contract.
- (f) As used in paragraph (d)(1) of this article, the term "subcontractors and suppliers" means subcontractors and suppliers at any tier.

**ARTICLE 6 – CLAIMS**

Any claim by the Contractor arising by virtue of this contract which is not disposed of by agreement shall be submitted in writing, together with any written and oral evidence in support thereof, to the Point of Contact for decision. Before making a decision the Point of Contact shall notify the Contractor that any additional written and/or oral evidence in support of the claim may be presented to the Point of Contact within 30 days from receipt by the Contractor of such notification, or within such further period of time as may be granted by the Point of Contact. The Point of Contact shall make a decision in writing and mail or otherwise furnish a signed copy thereof to the Contractor. Pending the decision of the Point of Contact the Contractor shall proceed diligently with the performance of this contract. *[See Also: PART III, Supplemental Conditions, Article 11 – Disputes/Alternative Dispute Resolution]*

**ARTICLE 7 – PAYMENTS TO CONTRACTOR / INVOICING REQUIREMENTS**

- (a) The funding for the project which is the subject of this Contract is conditioned upon a grant from the State Grantor Agency to the Contracting Local Organization. The State Grantor Agency will pay the contract price as hereinafter provided.
- (b) The State Grantor Agency will make regular progress payments as the work proceeds at intervals as determined by the Point of Contact and the State Grantor Agency, on estimates approved by the Point of Contact and the State Grantor Agency. If requested by the Point of Contact, the Contractor shall furnish a breakdown of the total contract price showing the amount included therein for each principal category of the work, in such detail as requested, to provide a basis for determining progress payments. In the preparation of estimates the Point of Contact, at his discretion, may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site may also be taken into consideration (1) if such consideration is specifically authorized by the contract [NOT authorized for this contract], and (2) if the Contractor furnishes satisfactory evidence that he/she has acquired title to such material and that it will be utilized on the work covered by this contract.
- (c) In making such progress payments, there shall be retained 5 percent of the estimated amount until final completion and acceptance of the contract work. However, if the Point of Contact finds that satisfactory progress was achieved for any period for which a progress payment is to be made, he and the State Grantor Agency may authorize such payment to be made in full without retention of a percentage. Also, whenever the work is substantially complete, the Point of Contact shall retain an amount he considers adequate for protection of the State Grantor Agency and the Contracting Local Organization, at his discretion, may release to the Contractor all or a portion of any excess amount. Furthermore, on completion and acceptance of each separate building, public work, or other division of the contract, on which the price is stated separately in the contract, payment may be made therefore without retention of a percentage. In accordance with Texas Government Code §2252.032, neither the State Grantor Agency nor the Contracting Local Organization will be obligated to pay interest on amounts retained in the manner provided herein.
- (d) [Reserved.]
- (e) “Properly Executed Invoice” Requirements
- (1) The original and one copy of each invoice are to be delivered to the Point of Contact at the designated payment office. **Bid number must be on the invoice.**
  - (2) One copy of each invoice and complete documentation of computations and supporting data as required by part iv below, Construction Specification 7 are to be submitted to the Engineer.
  - (3) The following must be attached to the original invoice submitted to the Point of Contact and to the copy submitted to the Engineer:
    - (i) A complete remittance address along with vendor’s tax identification number.
    - (ii) Billing period.
    - (iii) If requesting payment for materials delivered but not installed, Contractor will provide evidence of title to the materials.
    - (iv) Itemization of payment requests by Contract Item Number (CIN) as shown in PART I, Subpart C, Exhibit B—Bid Schedule, of the contract. Invoice will include the quantity performed that is being invoiced, the unit price (if applicable) and the CIN total price, and a sum total of amount of payment requested. Invoice will also include the cumulative quantities and amount by CIN.

(f) Designated Payment Office Contact Point. The contact point described below coordinates the issuance of payments under this contract:

Name: Ann McCuiston  
Title: Point of Contact  
Address: P.O. Box 899, 207 N Church St, Decatur, Texas 76234  
Telephone: (940) 627-5744 Email: auditor@co.wise.tx.us

(g) Final Payment Request

(1) The State Grantor Agency shall pay the amount due the Contractor under this contract after--

- (i) Completion and acceptance of all work;
- (ii) Presentation of a properly executed invoice; and
- (iii) Presentation of all releases indicated in (g)(2)(iii) and (g)(3) below.

(2) The **FINAL** invoice billing shall include the following information:

- (i) All documentation called for in the contract documents,
- (ii) Consent of the surety, if any, to final payment, and
- (iii) Complete and legally effective releases or waivers (satisfactory to the Contracting Local Organization and/or the State Grantor Agency) of all liens arising out of or filed in connection with the work. In lieu of such releases or waivers of liens and as approved by the Contracting Local Organization and/or the State Grantor Agency, Contractor may furnish receipts or releases in full and an affidavit of Contractor that:

(A) The releases and receipts include all labor, services, material and equipment for which a lien could be filed, and

(B) All payrolls, material and equipment bills and other indebtedness connected with the work for which Contracting Local Organization or Contracting Local Organization's property might in any way be responsible have been paid or otherwise satisfied. If any subcontractor or supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Contracting Local Organization to indemnify Contracting Local Organization against any lien.

(3) The **FINAL** invoice shall also contain the following **RELEASE OF CLAIMS** statement:

"I, [*Name of Contractor*], do hereby release Wise County, Texas, from any and all claims of any character whatsoever arising under and by virtue of contract number [*Identify Contract*] dated [*Date*] as amended, except as herein stated [*LIST any Exceptions*].

\_\_\_\_\_  
(Date of Release)

\_\_\_\_\_  
(Signature of Contractor)

(4) Releases may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under Article 25 of these General Conditions – Assignment, of this contract.

(h) This contract is subject to regulations incorporated in Texas Government Code, Subtitle F, Chapter 2251 – Payment for Goods and Services, regarding payment due dates, late payment interest, and claims and disputes. These regulations include, but are not limited to, payments made by Contracting Local Organization, Contractor, and subcontractors for any work, goods, services, etc. provided under this contract.

**ARTICLE 8 – MATERIAL AND WORKMANSHIP**

- (a) Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in this contract, reference to any equipment, material, article, or patented process, by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition, and the Contractor may, at his/her option, use any equipment, material, article, or process which in the judgment of the Point of Contact, is equal to that named. The Contractor shall furnish to the Point of Contact for his/her approval the name of the manufacturer, the model number, and other identifying data and information respecting the performance, capacity, nature, and rating of the machinery and mechanical and other equipment which the Contractor contemplates incorporating in the work. When required by this contract or when called for by the Point of Contact, the Contractor shall furnish the Point of Contact for approval full information concerning the material or articles which Contractor contemplates incorporating in the work. When so directed, samples shall be submitted for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles installed or used without required approval shall be at the risk of subsequent rejection.
- (b) All work under this contract shall be performed in a skillful and workmanlike manner. The Point of Contact may, in writing, require the Contractor to remove from the work any employee the Point of Contact deems incompetent, careless, or otherwise objectionable.

**ARTICLE 9 – INSPECTION, ACCEPTANCE AND LIQUIDATED DAMAGES.**

- (a) All work (which term includes but is not restricted to materials, workmanship, and manufacture and fabrication of components) shall be subject to inspection and test by the Contracting Local Organization at all reasonable times and at all places prior to acceptance. Any such inspection and test is for the sole benefit of the Contracting Local Organization and shall not relieve the Contractor of the responsibility of providing quality control measures to assure that the work strictly complies with the contract requirements. No inspection or test by the Contracting Local Organization shall be construed as constituting or implying acceptance. Inspection or test shall not relieve the Contractor of responsibility for damage to or loss of the material prior to acceptance, nor in any way affect the continuing rights of the Contracting Local Organization after acceptance of the completed work under the terms of paragraph (f) of this article, except as herein above provided.
- (b) The Contractor shall, without charge, replace any material or correct any workmanship found by the Contracting Local Organization not to conform to the contract requirements, unless in the public interest the Contracting Local Organization consents to accept such material or workmanship with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
- (c) If the Contractor does not promptly replace rejected material or correct rejected workmanship, the Contracting Local Organization (1) may, by contract or otherwise, replace such material or correct such workmanship and charge the cost thereof to the Contractor, or (2) may terminate the Contractor's right to proceed in accordance with the article of this contract entitled "Termination for Default - Damages for Delay – Time Extensions."
- (d) The Contractor shall furnish promptly, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspection and test as may be required by

the Point of Contact. All inspection and test by the Contracting Local Organization shall be performed in such manner as not unnecessarily to delay the work. Special, full size, and performance tests shall be performed as described in this contract. The Contracting Local Organization reserves the right to charge to the Contractor any additional cost of inspection or test when material or workmanship is not ready at the time specified by the Contractor for inspection or test or when reinspection or retest is necessitated by prior rejection.

- (e) Should it be considered necessary or advisable by the Contracting Local Organization at any time before acceptance of the entire work to make an examination of work already completed, by removing or tearing out same, the Contractor shall, on request, promptly furnish all necessary facilities, labor, and material. If such work is found to be defective or nonconforming in any material respect, due to the fault of the Contractor or his/her subcontractors, 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, an equitable adjustment shall be made in the contract price to compensate the Contractor for the additional services involved in such examination and reconstruction and, if completion of the work has been delayed thereby, Contractor shall, in addition, be granted a suitable extension of time.
- (f) Unless otherwise provided in this contract, acceptance by the Contracting Local Organization shall be made as promptly as practicable after completion and inspection of all work required by this contract, or that portion of the work that the Point of Contact determines can be accepted separately. Acceptance shall be final and conclusive except as regards latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Contracting Local Organization's rights under any warranty or guarantee.
- (g) If the work is not completed within the time stipulated in the provided contract, the Contractor shall pay to the Locality as fixed, agreed and liquidated damages the amount of \$750.00 for each calendar day of delay, until work is completed. The Contractor and his sureties shall be liable to the Locality for the amount thereof.
- (h) Any amount due to the Locality as a result of Liquidated Damages shall be deducted from the final payment due to the contractor.

#### **ARTICLE 10 – SUPERINTENDENCE BY CONTRACTOR**

The Contractor, at all times during performance and until the work is completed and accepted, shall give his/her personal superintendence to the work or have on the work a competent superintendent, satisfactory to the Point of Contact and with authority to act for the Contractor.

#### **ARTICLE 11 – PERMITS AND RESPONSIBILITIES**

The Contractor shall, without additional expense to the Contracting Local Organization, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, and municipal laws, codes, and regulations, in connection with the prosecution of the work. Contractor shall be similarly responsible for all damages to persons or property that occur as a result of his fault or negligence. He/she shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. He/she shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire construction work, except for any completed unit of construction thereof which theretofore may have been accepted.

**ARTICLE 12 – CONDITIONS AFFECTING THE WORK**

The Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional expense to the Contracting Local Organization. The Contracting Local Organization assumes no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of this contract, unless such understanding or representations by the Contracting Local Organization are expressly stated in the contract.

**ARTICLE 13 – OTHER CONTRACTS**

The Contracting Local Organization may undertake or award other contracts for additional work, and the Contractor shall fully cooperate with such other contractors and Contracting Local Organization employees and carefully fit his/her own work to such additional work as may be directed by the Point of Contact. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by Contracting Local Organization employees.

**ARTICLE 14 – PATENT INDEMNITY**

Except as otherwise provided, the Contractor agrees to indemnify the Contracting Local Organization and its officers, agents and employees against liability, including costs and expenses, for infringement upon any Letters Patent of the United States (except Letters Patent issued upon an application which is now or may hereafter be, for reasons of national security, ordered by the Government to be kept secret or otherwise withheld from issue) arising out of the performance of this contract or out of the use or disposal by or for the account of the Contracting Local Organization of supplies furnished or work performed hereunder.

**ARTICLE 15 – ADDITIONAL BOND SECURITY**

If any surety upon any bond furnished in connection with this contract becomes unacceptable to the Contracting Local Organization, or if any such surety fails to furnish reports as to its financial condition from time to time as requested by the Contracting Local Organization, or if the contract price is increased to such an extent that the penal sum of any bond becomes inadequate in the opinion of the Point of Contact, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the Contracting Local Organization and of persons supplying labor or materials in the prosecution of the work contemplated by this contract.

**ARTICLE 16 – REAL PROPERTY RIGHTS**

- (a) Adequate real property rights needed in order to perform the work under this contract have been acquired by or on behalf of the Contracting Local Organization. The right to enter, remove, or otherwise make use of adjacent property, roads, utility lines, fences, and other improvements not included within the real property rights provided shall be the sole responsibility of the Contractor.
- (b) Where ingress and egress is not defined on the drawings, the Point of Contact shall designate the right-of-way to be used.

**ARTICLE 17 – RECORDS OF TEST PITS AND BORINGS**

The Contracting Local Organization does not represent that the available records show completely the

existing conditions and does not guarantee any interpretation of these records. The Contractor assumes all responsibility for deductions and conclusions as to the nature of rock and other materials to be excavated, the difficulties of making and maintaining the required excavations and of doing other work affected by the geology of the site of the work, and for the final preparation of the foundations for the embankments and other structures.

#### **ARTICLE 18 – MATERIALS TO BE FURNISHED BY THE CONTRACTOR**

- (a) Unless otherwise specified in this contract, the Contractor shall furnish all materials required for the completion of the contract.
- (b) Unless otherwise waived in writing by the Point of Contact, the Contractor shall furnish the Contracting Local Organization with certifications dated and signed by the manufacturer and/or supplier to the effect that the items listed therein meet the requirements of this contract. Such certifications shall be furnished prior to the use of the material in any part of the construction and shall identify the project on which the material is to be used.

#### **ARTICLE 19 – WATER**

Unless otherwise specified in this contract, the Contractor shall provide and maintain at his/her own expense an adequate supply of water suitable for purposes of performing the work.

#### **ARTICLE 20 – WORKWEEK—CONSTRUCTION SCHEDULE**

- (a) Unless furnished prior to contract award, the Contractor shall, prior to commencement of work, submit to the Point of Contact for approval: (1) a construction schedule showing the order in which he/she proposes to carry on the work indicating the periods during which he/she will perform work on each item listed in the bid schedule; and (2) the hours and days in which he/she proposes to carry on the work.
- (b) If, in the opinion of the Point of Contact, the Contractor falls behind the approved construction schedule, the Contractor shall take such steps as may be necessary to improve his/her process and the Point of Contact may require him/her to either increase the number of shifts, days or hours of work, or the amount of construction plant, or all of them, and to submit for approval such revised construction schedule as may be deemed necessary to show the manner in which the agreed rate of progress will be regained, all without additional cost to the Contracting Local Organization. If the Contractor fails to submit a revised construction schedule within the time specified by the Point of Contact, the Point of Contact may withhold approval of progress payments and/or take such other actions as provided in this contract until such time as the Contractor submits the required construction schedule.
- (c) Failure of the Contractor to comply with the requirements of the Point of Contact under this article shall be grounds for determination by the Point of Contact that the Contractor is not prosecuting the work with such diligence as will insure completion within the time specified. Upon such determination, the Point of Contact may terminate the Contractor's right to proceed with the work, or any separable part thereof, in accordance with Article 5 of the General Conditions.
- (d) The maximum workweek that will be approved is:
  - Monday through Saturday, 11 hours per day
  - Work is permitted during "daylight" hours only.
- (e) All work under this contract except minor items of work of an emergency, protective, or maintenance nature will be suspended for the periods listed below. These days are included in the original contract performance time:

October 12, 2015  
December 21-31 2015  
January 18 2016  
May 23, 2016

November 25-28, 2015  
January 1-3 2016  
February 15, 2016  
July 4, 2016

**ARTICLE 21 – SUBCONTRACTORS**

- (a) Work shall not be subcontracted in whole or in part without the prior written approval of the Point of Contact. The request shall be in writing with the name of the proposed subcontractor and a description of the work to be done.
- (b) If at any time the Point of Contact determines that any subcontractor is incompetent or undesirable, he/she shall notify the Contractor accordingly and the Contractor shall take immediate steps for cancellation of the subcontract.
- (c) Subcontracting by subcontractors shall be subject to the above requirements.
- (d) Nothing contained in this contract shall create any contractual relationship between any subcontractor and the Contracting Local Organization.
- (e) Any subcontract awarded under this contract will not be awarded to any official of Wise County (all in the State of Texas), or to any firm in which any official or any member of such official’s immediate family of these entities has direct or indirect interest in the pecuniary profits or contracts of such firms.

**ARTICLE 22 – SURVEYS**

*See PART IV, Construction Specification 7 – Construction Surveys.*

**ARTICLE 23 – SUSPENSION OF WORK**

- (a) The Point of Contact may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as he/she may determine to be appropriate for the convenience of the Contracting Local Organization.
- (b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted by an act of the Point of Contact in the administration of this contract, or by his/her failure to act within the time specified in this contract (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this article for any suspension, delay, or interruption to the extent (1) that performance would have been so suspended, delayed, or interrupted by any other cause including the fault or negligence of the Contractor or (2) for which an equitable adjustment is provided for or excluded under any other provision of this contract.
- (c) No claim under this article shall be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Point of Contact in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption, but not later than the date of final payment under the contract.

**ARTICLE 24 – CLEANUP WORK**

- (a) During performance of the work the Contractor shall keep the work site, areas adjacent to the work site and access roads in an orderly condition, free and clear from debris and discarded materials. Care shall be taken to prevent spillage when hauling is being done. Any spillage or debris resulting from the Contractor's operations shall be immediately removed.
- (b) Upon completion of the work the Contractor shall remove from the work site, areas adjacent to the work site and access roads: all plant, buildings, debris, unused materials, concrete forms and other like material belonging to Contractor or used under his/her direction during the construction. Contractor shall grade all access roads, other than public, removing wheel tracks and smoothing up such roads.

#### **ARTICLE 25 – ASSIGNMENT**

The Contractor shall not assign in whole or in part this contract without the prior written consent of the Contracting Local Organization. The Contractor shall not assign any moneys due or to become due to him/her under this contract without the prior written consent of the Contracting Local Organization.

#### **ARTICLE 26 – WEATHER**

- (a) The Point of Contact may order suspension of the work in whole or in part, commencing with the day after receipt of the Notice to Proceed by the Contractor, due to weather or the effects of weather at the site, for such time as he/she considers it unfavorable for satisfactory prosecution of the work.
- (b) When the Point of Contact orders suspension under (a) of this article, the contract completion date shall be extended a full calendar day for each calendar day during suspension of the work if:
  - (1) All work is suspended except minor items as may be designated in this contract (work of an emergency, protective or maintenance nature may be performed at any time); and
  - (2) The hours lost in any one workday of the authorized workweek through suspension equal one-half or more of the hours of an authorized workday.
- (c) If the Point of Contact orders suspension of work as provided in (b) of this article and the hours lost in the workday immediately preceding a nonworkday equal one-half or more of the hours in an authorized workday, the contract completion date shall be extended a full calendar day for each nonworkday during suspension of the work.
- (d) When the Point of Contact orders any suspension of the work under this article, the Contractor shall not be entitled to any cost or damages resulting from such suspension.
- (e) When the contract completion date is extended under this article, the contract shall be modified in writing accordingly.

#### **ARTICLE 27 – NONCOMPLIANCE WITH CONTRACT REQUIREMENTS**

- (a) The Point of Contact may order suspension of the work in whole or in part for such time as he/she deems necessary because of the failure of the Contractor to comply with any of the requirements of this contract, and the contract completion date shall not be extended on account of any such suspension of the work.
- (b) When the Point of Contact orders any suspension of the work under (a) of this article, the Contractor shall not be entitled to any costs or damages resulting from such suspension.
- (c) The rights and remedies of the Contracting Local Organization provided in this article are in addition to any other rights and remedies provided by law or under this contract.

#### **ARTICLE 28 – QUANTITY VARIATIONS**

- (a) Where the quantity of work shown for an item in the bid schedule, including any modification thereof, is estimated, no adjustment of the contract price nor of the performance time shall be made for overruns or underruns which are within 25 percent of the estimated quantity of any such item.
- (b) For overruns of more than 25 percent, the Point of Contact shall re-estimate the quantity for the item, establish an equitable contract price for the overrun of more than 25 percent, adjust contract performance time equitably, and modify the contract in writing accordingly; this article to thereafter be applicable to the total re-estimated item quantity.
- (c) For underruns of more than 25 percent, the Point of Contact shall determine the quantity for the item, establish an equitable contract price therefore, adjust contract performance time equitably, and modify the contract in writing accordingly.

#### **ARTICLE 29 – FEDERAL, STATE, AND LOCAL TAXES**

- (a) Except as otherwise provided, contract unit prices shall include all applicable Federal, State, and local taxes.
- (b) Texas State, County, and Municipal Sales and Use Tax.
  - (i) The Contracting Local Organization is an exempt entity per §151.309(5) of the Limited Sales, Excise, and Use Tax Act (Texas Tax Code Chapter 151 – Limited Sales, Excise, and Use Tax) and will issue the Contractor an affidavit as proof of this exemption. This contract is a “lump-sum contract” as defined by Texas Administrative Code, Title 34, Part 1, Chapter 3, Subchapter O – State Sales and Use Tax, Rule §3.291 (Contractors).
  - (ii) When purchased by the Contractor for use in performance of this contract, certain tangible personal property and taxable services are exempt from State Sales and Use Tax under Texas Tax Code §151.311, and in most cases are also exempt from County and Municipal Sales and Use Tax. Contractor is subject to tax responsibilities in Texas Administrative Code Rule §3.291, section (c), and is responsible to issue a properly completed exemption certificate to a supplier in accordance with section (c)(5).
  - (iii) Contractor is solely responsible to be adequately familiar with and comply with all requirements of Texas Tax Code, Texas Administrative Codes, and any other State/local regulations when claiming tax exemption for purchase of items for use in the performance of this contract.
  - (iv) “Contractor” as used in this paragraph (b) includes subcontractors as defined in Texas Administrative Code Rule §3.291, section (a)(3).

#### **ARTICLE 30 – SHOP DRAWINGS**

- (a) The term “shop drawings” includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract.
- (b) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate his/her approval thereon as evidence of such coordination and review. Shop drawings submitted to the Point of Contact without evidence of the Contractor’s approval may be returned for resubmission. The Point of Contact will indicate his/her approval or disapproval of the shop drawings and if not approved as submitted shall indicate his/her reasons therefore. Any work done prior to such approval shall be at the Contractor’s risk. Approval by the Point of Contact shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and

approved in accordance with (c) below.

- (c) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Point of Contact approves any such variation(s), he/she shall issue an appropriate contract modification, except that, if the variation is minor and does not involve a change in price or in time of performance, a modification need not be issued.

#### **ARTICLE 31 – TERMINATION FOR THE CONVENIENCE OF THE CONTRACTING LOCAL ORGANIZATION**

The Contracting Local Organization reserves the right to terminate the contract which is the subject of this bid at any time for convenience, in whole or in part, by providing thirty (30) calendar days advance written notice (delivered by certified mail, return receipt requested) of intent to terminate. In the event of such a termination, the Contractor shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. The State Grantor Agency shall be liable for payments limited only to the portion of work authorized by the Contracting Local Organization in writing and completed prior to the effective date of cancellation, provided that the State Grantor Agency shall not be liable for any work performed that is not acceptable to the Contracting Local Organization and/or does not meet contract requirements. All work products produced by the Contractor and paid for by Wise County become the property of Wise County and shall be tendered upon request. This provision shall not be construed as relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work, or as waiving the right of the Contracting Local Organization to require the fulfillment of all of the terms of the contract.

#### **ARTICLE 32 – PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS**

- (a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Point of Contact.
- (b) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site, and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Point of Contact may have the necessary work performed and charge the cost to the Contractor.

#### **ARTICLE 33 – OPERATIONS AND STORAGE AREAS**

- (a) The Contractor shall confine all operations (including storage of materials) on Contracting Local Organization premises to areas authorized or approved by the Point of Contact. The Contractor shall

- hold and save the Contracting Local Organization, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.
- (b) Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the Point of Contact and shall be built with labor and materials furnished by the Contractor without expense to the Contracting Local Organization. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Point of Contact, the buildings and utilities may be abandoned and need not be removed.
  - (c) The Contractor shall, under regulations prescribed by the Point of Contact, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Point of Contact. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads if contractor is found negligent by Point of Contact.

#### **ARTICLE 34 – USE AND POSSESSION PRIOR TO COMPLETION**

- (a) The Contracting Local Organization shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Point of Contact shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the Contracting Local Organization intends to take possession of or use. However, failure of the Point of Contact to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Contracting Local Organization's possession or use shall not be deemed an acceptance of any work under the contract.
- (b) While the Contracting Local Organization has such possession or use, the Contractor shall be relieved of the responsibility for the loss of or damage to the work resulting from the Contracting Local Organization's possession or use, notwithstanding the terms of Article 11 (Permits and Responsibilities) of these General Conditions. If prior possession or use by the Contracting Local Organization delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

#### **ARTICLE 35 – LAYOUT OF WORK**

*See PART IV, Construction Specification 7 – Construction Surveys.*

#### **ARTICLE 36 – PRECONSTRUCTION CONFERENCE**

Point of Contact will conduct a preconstruction conference, the successful offer or will be notified and will be required to attend. The Point of Contact's notification will include specific details regarding the date, time, and location of the conference, any need for attendance by subcontractors, and information regarding the items to be discussed.

#### **ARTICLE 37 – CONTRACTOR RECORDS**

- (a) Access to Records. Contractor shall provide access by Contracting Local Organization, State Grantor Agency, or any of their duly authorized representatives, to any books, documents, papers, and records of the Contractor which are directly pertinent to the contract for the purpose of making audit,

examination, excerpts, and transcriptions.

- (b) Retention of Records. Contractor shall retain all records requiring access per paragraph (a) above for three (3) years after the Contracting Local Organization makes final payment under the contract and all other pending matters between the Contracting Local Organization and the Contractor under the contract are closed.

#### **ARTICLE 38 – ARCHEOLOGICAL OR HISTORIC SITES**

If a previously unidentified archeological or historic site(s) is encountered, the Contractor shall discontinue work in the general area of the site(s) and notify the Point of Contact immediately.

#### **ARTICLE 39 – CONTROL OF EROSION, SEDIMENTATION, AND POLLUTION**

- (a) Operations shall be scheduled and conducted to minimize erosion of soils and to prevent silting and muddying of streams, rivers, irrigation systems, and impoundments (lakes, reservoirs, etc.).
- (b) Pollutants such as fuels, lubricants, bitumens, raw sewage, and other harmful materials shall not be discharged on the ground; into or nearby rivers, streams, or impoundments; or into natural or man-made channels. Wash water or waste from concrete or aggregate operations shall not be allowed to enter live streams prior to treatment by filtration, settling, or other means sufficient to reduce the sediment content to not more than that of the stream into which it is discharged.
- (c) Mechanized equipment shall not be operated in flowing streams without written approval by the Point of Contact.

#### **ARTICLE 40 – VALUE ENGINEERING**

- (a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any instant contract savings realized from accepted VECP's, in accordance with paragraph (f) of this article.

- (b) Definitions.

"CLO," as used in this article, means Contracting Local Organization.

"Collateral costs," as used in this article, means CLO costs of operation, maintenance, logistic support, or CLO-furnished property.

"Contractor's development and implementation costs," as used in this article, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by CLO acceptance of a VECP.

"CLO costs," as used in this article, means those CLO and State Grantor Agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistic support. The term does not include the normal administrative costs of processing the VECP.

"Instant contract savings," as used in this article, means the estimated reduction in Contractor cost of performance resulting from acceptance of the VECP, minus allowable Contractor's development and implementation costs, including subcontractors' development and implementation costs (see paragraph (g) of this article).

"Value engineering change proposal (VECP)" means a proposal that-

- (1) Requires a change to this, the instant contract, to implement; and
- (2) Results in reducing the contract price or estimated cost without impairing essential functions or characteristics; provided, that it does not involve a change-

- (i) In deliverable end item quantities only; or
  - (ii) To the contract type only.
- (c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in paragraphs (c)(1) through (7) of this article. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:
  - (1) A description of the difference between the existing contract requirement and that proposed, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effect of the change on the end item's performance.
  - (2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.
  - (3) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under paragraph (g) of this article.
  - (4) A description and estimate of costs the CLO and State Grantor Agency may incur in implementing the VECP, such as test and evaluation and operating and support costs.
  - (5) A prediction of any effects the proposed change would have on collateral costs to the CLO.
  - (6) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.
  - (7) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous CLO actions, if known.
- (d) Submission. The Contractor shall submit VECP's to the Resident Engineer at the worksite, with a copy to the Point of Contact.
- (e) CLO action.
  - (1) The Point of Contact will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Point of Contact will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The CLO will process VECP's expeditiously; however, it will not be liable for any delay in acting upon a VECP.
  - (2) If the VECP is not accepted, the Point of Contact will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the CLO. The Point of Contact may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.
  - (3) Any VECP may be accepted, in whole or in part, by the Point of Contact's award of a modification to this contract citing this article. The Point of Contact may accept the VECP, even though an agreement on price reduction has not been reached, by issuing the Contractor a notice to proceed with the change. Until a notice to proceed is issued or a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Point of Contact.
- (f) Sharing.
  - (1) Rates. The CLO's share of savings is determined by subtracting CLO costs from instant contract

savings and multiplying the result by-

- (i) 45 percent for fixed-price contracts; or
- (ii) 75 percent for cost-reimbursement contracts.

(2) Payment. Payment of any share due the Contractor for use of a VECP on this contract shall be authorized by a modification to this contract to-

- (i) Accept the VECP;
- (ii) Reduce the contract price or estimated cost by the amount of instant contract savings; and
- (iii) Provide the Contractor's share of savings by adding the amount calculated to the contract price or fee.

(g) Subcontracts. The Contractor shall include an appropriate value engineering clause, subject to Point of Contact's approval, in any subcontract of \$50,000 or more and may include one in subcontracts of lesser value. In computing any adjustment in this contract's price under paragraph (f) of this article, the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs clearly resulting from a VECP accepted by the CLO under this contract, but shall exclude any value engineering incentive payments to a subcontractor. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that these payments shall not reduce the CLO and State Grantor Agency's share of the savings resulting from the VECP.

(h) Data. The Contractor may restrict the CLO and State Grantor Agency's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under PART II – General Conditions, Article 40 (Value Engineering) of bid 15-600-040, shall not be disclosed outside the CLO and State Grantor Agency or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the article. This restriction does not limit the CLO and State Grantor Agency's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations. If a VECP is accepted, the Contractor hereby grants the CLO and State Grantor Agency unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the CLO and State Grantor Agency shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data." "Unlimited rights" means the rights of the CLO and State Grantor Agency to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so. "Limited rights" means the rights of the CLO and State Grantor Agency in limited rights data, as set forth in a Limited Rights Notice if included in a data rights clause of the contract.

#### **ARTICLE 41 – ACCIDENT PREVENTION AND SAFETY**

(a) The Contractor shall provide and maintain work environments and procedures which will:

- (1) Safeguard the public and Contracting Local Organization personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;
- (2) Avoid interruptions of Contracting Local Organization operations and delays in project completion dates; and
- (3) Control costs in the performance of this contract.

(b) Whenever the Point of Contact becomes aware of any noncompliance with these requirements or any

condition which poses a serious or imminent danger to the health or safety of the public or Contracting Local Organization personnel, the Point of Contact shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Point of Contact may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this article.

- (c) The Contractor shall insert this article, including this paragraph (c), with appropriate changes in the designation of the parties, in subcontracts.
- (d) Before commencing the work, the Contractor shall--
  - (1) Submit a written proposed plan for implementing this article. The plan shall include an analysis of the significant hazards to life, limb, and property inherent in contract work performance and a plan for controlling these hazards; and
  - (2) Meet with representatives of the Point of Contact to discuss and develop a mutual understanding relative to administration of the overall safety program.
- (e) In the event there is a conflict between the requirements contained in the specifications, Contractor's safety program, and U.S. Department of Labor construction safety and health standards, the more stringent requirement will prevail.
- (f) Contractor shall comply with OSHA (Occupational Safety and Health Administration) Parts 1910 and 1926 Construction Industry Standards and Interpretations, and with the supplement below:

### **Supplement to OSHA Parts 1910 and 1926 Construction Industry Standards and Interpretations**

Requests for variances or waiver from this supplement are to be made to the Point of Contact in writing supported by evidence that every reasonable effort has been made to comply with the contractual requirements. A written request for a waiver or a variance shall include—

- (1) Specific reference to the provision or standard in question;
- (2) An explanation as to why the waiver is considered justified; and
- (3) The Contractor's proposed alternative, including technical drawings, materials, or equipment specifications needed to enable Point of Contact to render a decision.

No waiver or variance will be approved if it endangers any person. The Contractor shall not proceed under any requested revision of a provision until the Point of Contact has given written approval. The Contractor is to hold and save harmless the United States Department of Agriculture, Natural Resources Conservation Service, the State of Texas, Texas State Soil and Water Conservation Board, and the Contracting Local Organization free from any claims or causes of action whatsoever resulting from the Contractor or Subcontractors proceeding under a waiver or approved variance.

The Contractor shall ensure that any additional safety and accident prevention measures the Point of Contact determines to be reasonably necessary for the purposes of the work are taken.

Copies of OSHA Parts 1910 and 1926, Construction Industry Standards and Interpretations, may be obtained from:

Superintendent of Documents  
U.S. Government Printing Office  
Washington, DC 20402

#### **A. GENERAL CONTRACTOR REQUIREMENTS**

- (1) **SAFETY PROGRAM.** Each Contractor is to demonstrate that he or she has facilities for conducting a safety program commensurate with the work under contract. The Contractor is to submit in writing a proposed comprehensive safety program to the Point of Contact for approval before the start of operations. The program is to specifically state what provisions the Contractor proposes to take for the health and safety of all employees, including subcontractors and rental equipment operators. The program shall be site specific and provide details relevant to the work to be done, the hazards associated with the work, and the actions that will be necessary to minimize the identified hazards.
- (2) **PRECONSTRUCTION SAFETY MEETING.** Representatives for the Contractor are to meet with the Point of Contact before commencing work to discuss the safety program and the implementation of all health and safety standards pertinent to the work under this contract.
- (3) **JOINT SAFETY POLICY COMMITTEE.** The Contractor or designated on-site representative is to participate in monthly meetings of a joint Safety Policy Committee, composed of Point of Contact, Project Engineer and/or Inspector, and Contractor supervisory personnel. At these meetings the Contractor's project manager and the Point of Contact will review the effectiveness of the Contractor's safety effort, resolve current health and safety problems, and coordinate safety activities for upcoming work.
- (4) **SAFETY PERSONNEL.** Each Contractor is to designate a competent supervisory employee satisfactory to Point of Contact to administer the safety program.
- (5) **SAFETY MEETINGS.** A minimum of one "on-the-job" or "toolbox" safety meeting is to be conducted each week by all field supervisors or foremen and attended by mechanics and all personnel at the jobsite. The Contractor is to also conduct regularly scheduled supervisory safety meetings at least monthly for all levels of job supervision.
- (6) **SAFETY INSPECTION.** The Contractor shall perform frequent and regular safety inspections of the jobsite, materials, and equipment, and shall correct deficiencies.
- (7) **FIRST AID TRAINING.** Every Contractor foreman's work crew must include an employee who has a current first aid certificate from the Mine Safety and Health Administration, American Red Cross, or other state-approved organization.
- (8) **REPORTS.** Contractor is to maintain an accurate record of all job-related deaths, diseases, or disabling injuries. The records shall be maintained in a manner approved by the Point of Contact. A copy of all reports is to be provided to the Point of Contact. All fatal or serious injuries are to be reported immediately to the Point of Contact, and every assistance is to be given in the investigation of the incident, including submission of a comprehensive narrative report to the Point of Contact. Other occurrences with serious accident potential, such as equipment failures, slides, and cave-ins, must also be reported immediately. The Contractor is to assist and cooperate fully with the Point of Contact in conducting accident investigations. The Point of Contact is to be furnished all information and data pertinent to investigation of an accident.
- (9) **CERTIFICATION OF INSURANCE.** Contractor is to provide the Point of Contact with

certificates of insurance before the start of operations indicating full compliance with State Worker's Compensation statutes, as well as other certificates of insurance required under the contract. [See PART III – Supplemental Conditions, Articles 1, 2, and 3.]

#### **B. FIRST AID AND MEDICAL FACILITIES**

- (1) **FIRST AID KITS.** A 16-unit first aid kit approved by the American Red Cross is to be provided at accessible, well-identified, locations at the ratio of at least 1 kit for each 25 employees. The first aid kits are to be moisture proof and dust tight, and the contents of the kits are to be replenished as used or as they become ineffective or outdated.
- (2) **EMERGENCY FIRST AID.** At least one employee certified to administer emergency first aid must be available on each shift and duly designated by the Contractor to care for injured employees. The names of the certified employees shall be posted at the jobsite.
- (3) **COMMUNICATION AND TRANSPORTATION.** Prior to the start of work, the Contractor is to make necessary arrangements for prompt and dependable communications, transportation, and medical care for injured employees. At least one stretcher and two blankets shall be readily available for transporting injured employees.
- (4) **FIRST AID AND MEDICAL REPORTS.** The Contractor is to maintain a record system for first aid and medical treatment on the jobsite. Such records are to be readily available to the Point of Contact and are to include--
  - (a) A daily treatment log listing chronologically all persons treated for occupational injuries and illnesses;
  - (b) Cumulative record of injury for each individual;
  - (c) Monthly statistical records of occupational injuries, classified by type and nature of injury; and
  - (d) Required records for worker's compensation.
- (5) **SIGNS AND DIRECTIONAL MARKINGS.** Adequate identification and directional markers are to be provided to readily denote the location of all first aid stations.
- (6) **EMERGENCY LISTING.** A listing of telephone numbers and addresses of doctor, rescue squad, hospital, police, and fire departments is to be provided at all first aid locations.

#### **C. PHYSICAL QUALIFICATIONS OF EMPLOYEES**

- (1) **GENERAL REQUIREMENTS.** Persons employed throughout the contract are to be physically qualified to perform their assigned duties. Employees must not knowingly be permitted or required to work while their ability or alertness is impaired by fatigue, illness, or any other reason that may jeopardize themselves or others.
- (2) **HOIST OPERATORS.** Operators of cranes, cableways, and other hoisting equipment shall be examined annually by a physician and provided with a certification stating that they are physically qualified to safely operate hoisting equipment. The Contractor is to submit a copy of each certification to the Point of Contact.
- (3) **HEAVY EQUIPMENT OPERATORS.** It is recommended that operators of trucks and heavy equipment be given physical examinations to determine if they are physically qualified to perform their assigned work without endangering themselves or others.
- (4) **MOTOR VEHICLE OPERATORS.** Operators of motor vehicles engaged primarily in the transportation of personnel are to be 18 years of age or older and have a valid state operator's permit or license for the equipment being operated.

#### **D. PERSONAL PROTECTIVE EQUIPMENT**

- (1) **HARD HAT AREAS.** The entire jobsite, with the exception of offices, shall be considered a hard

hat area. All persons entering the area are, without exception, required to wear hard hats. The Contractor shall provide hard hats for visitors entering hard hat areas.

(2) LABELS. Hard hats shall bear a manufacturer's label indicating design compliance with the appropriate ANSI (American National Standards Institute) standard.

(3) POSTING.

(a) Signs at least 3 by 4 feet worded as follows with red letters (minimum 6 inches high) and white background shall be erected at access points to designated hard hat areas:

**CONSTRUCTION AREA - HARD HATS  
REQUIRED BEYOND THIS POINT**

(b) These signs are to be furnished and installed by the Contractor at entries to shops, service yards, and job access points.

(4) SAFETY GOGGLES (DRILLERS). DRILLERS AND HELPERS. Drillers and helpers operating pneumatic rock drills must wear protective safety goggles.

#### **E. MACHINERY AND MECHANIZED EQUIPMENT**

(1) SAFE CONDITION. Before any machinery or mechanized equipment is initially used on the job, it must be inspected and tested by qualified personnel and determined to be in safe operating condition and appropriate for the intended use. Operators shall inspect their equipment prior to the beginning of each shift. Any deficiencies or defects shall be corrected prior to using the equipment. Safety equipment, such as seatbelts, installed on machinery is to be used by equipment operators.

(2) TAGGING AND LOCKING. The controls of power-driven equipment under repair are to be locked. An effective lockout and tagging procedure is to be established, prescribing specific responsibilities and safety procedures to be followed by the person or persons performing repair work. Mixer barrels are to be securely locked out before permitting employees to enter them for cleaning or repair.

(3) HAUL ROADS FOR EQUIPMENT

(a) ROAD MAINTENANCE. The Contractor shall maintain all roadways, including haul roads and access roads, in a safe condition so as to eliminate or control dust and ice hazards. Wherever dust is a hazard, adequate dust-laying equipment shall be available at the jobsite and utilized to control the dust.

(b) SINGLE-LANE HAUL ROADS. Single-lane haul roads with two-way traffic shall have adequate turnouts. Where turnouts are not practical, a traffic control system shall be provided to prevent accidents.

(c) TWO-WAY HAUL ROADS. On two-way haul roads, arrangements are to be such that vehicles travel on the right side wherever possible. Signs and traffic control devices are to be employed to indicate clearly any variations from a right-hand traffic pattern. The road shall be wide enough to permit safe passage of opposing traffic, considering the type of hauling equipment used.

(d) DESIGN AND CONSTRUCTION OF HAUL ROADS. Haul road design criteria and drawings, if requested by the Point of Contact, are to be submitted for approval prior to road construction. Sustained grades shall not exceed 12 percent and all curves shall have open-sight line with as great a radius as practical. All roads shall be posted with curve signs and maximum speed limits that will permit the equipment to be stopped within one-half the minimum sight distance.

(e) OPERATORS. Machinery and mechanized equipment shall be operated only by authorized

qualified persons.

(f) RIDING ON EQUIPMENT. Riding on equipment by unauthorized personnel is prohibited. Seating and safety belts shall be provided for the operator and all passengers.

(g) GETTING ON OR OFF EQUIPMENT. Getting on or off equipment while the equipment is in motion is prohibited.

(h) HOURS OF OPERATION. Except in emergencies, an equipment operator shall not operate any mobile or hoisting equipment for more than 12 hours without an 8-hour rest interval away from the job.

**(4) POWER CRANES AND HOISTS (TRUCK CRANES, CRAWLER CRANES, TOWER CRANES, GANTRY CRANES, HAMMERHEAD CRANES, DERRICKS, CABLEWAYS, AND HOISTS)**

(a) PERFORMANCE TEST. Before initial on-site operation, at 12-month intervals, and after major repairs or modification, power cranes, derricks, cableways, and hoists must satisfactorily complete a performance test to demonstrate the equipment's ability to safely handle and maneuver the rated loads. The tests shall be conducted in the presence of the Engineer and/or Inspector. Test data shall be recorded and a copy furnished to the Point of Contact.

(b) PERFORMANCE TEST--POWER CRANES (CRAWLER MOUNTED, TRUCK MOUNTED, AND WHEEL MOUNTED). The performance test is to be carried out with outriggers set and with a test load weighing 110 percent of the rated capacity when the boom angle is from 30° to 60° above the horizontal. The test is to consist of raising, lowering and braking the load and rotating the test load through 360° at the specified boom angle or radius. Cranes equipped with jibs or boom tip extensions are to be tested using both the main boom and the jib, with an appropriate test load in each case.

(c) PERFORMANCE TEST--DERRICKS, GANTRY CRANES, TOWER CRANES, CABLEWAYS, AND HOISTS, INCLUDING OVERHEAD CRANES. This equipment is to be performance tested with a test load weighing 110 percent of the rated load. In testing cableways, the test load is to be traveled to the upstream and downstream limits of travel and thoroughly performance tested in at least three travel positions, including both limits of travel.

(d) BOOM ANGLE INDICATOR. Power cranes (including draglines) with booms capable of moving in the vertical plane shall be provided with a boom angle indicator in good working order.

(e) CRANE TEST CERTIFICATION. The performance test required by (4)(b) and (c) is fulfilled if the Contractor provides the Point of Contact a copy of the certificate of inspection made within the past 12 months by a qualified person or by a government or private agency satisfactory to the Point of Contact.

(f) POSTING FOR HIGH VOLTAGE LINES. A notice of the 10-foot (or greater) clearance required by OSHA 1926.550, Subpart N, shall be posted in the operator's cab of cranes, shovels, boom-type concrete pumps, backhoes, and related equipment.

(g) BOOM STOPS. Cranes or derricks with cable-supported booms, except draglines, shall have a device attached between the gantry of the A-frame and the boom chords to limit the elevation of the boom. The device shall control the vertical motions of the boom with increasing resistance from 83° or less, until completely stopping the boom at not over 87° above horizontal.

(h) SAFETY HOOKS. Hooks used in hoisting personnel or hoisting loads over personnel or in the immediate vicinity of personnel shall be forged steel equipped with safety keepers. When shackles are used under these conditions, they shall be of the locking type or have the pin secured

to prohibit turning.

**(5) ROLLOVER PROTECTIVE STRUCTURES (ROPS)**

(a) ROLLOVER PROTECTIVE STRUCTURES. OSHA 1926, Subpart W, Overhead Protection, Sections 1001 and 1002 are applicable regardless of the year in which the equipment was manufactured and regardless of the struck capacity of the equipment.

(b) EQUIPMENT REQUIRING ROPS. The requirement for ROPS meeting (5)(a) above applies to crawler and rubber-tired tractors such as dozers, push-and-pull tractors, winch tractors, tractors with backhoes, and mowers; off-highway, self-propelled, pneumatic-tired earthmovers, including scrapers, motor graders and loaders; and rollers, compactors, water tankers (excluding trucks with cabs). These requirements shall also apply to agricultural and industrial tractors and similar equipment.

(c) EQUIPMENT REQUIRING SEATBELTS. The requirements for seatbelts as specified in OSHA Subpart O, Motor Vehicles, Mechanized Equipment, and Marine Operations, Section 1926.602 shall also apply to self-propelled compactors and rollers, and rubber-tired skid-steer equipment.

**F. LADDERS AND SCAFFOLDING**

(1) LADDERS. OSHA 1926, Subpart L - Section 450. Ladders shall be used as work platforms only when use of small hand tools or handling of light material is involved. No work requiring lifting of heavy materials or substantial exertion shall be done from ladders.

(2) SCAFFOLDING. OSHA 1926, Subpart L - Section 451. Scaffolds, platforms or temporary floors shall be provided for all work except that which can be done safely from the ground or similar footing.

(3) SAFETY BELTS, LIFELINE, AND LANYARDS. OSHA 1926, Subpart E, Section 104. Lifelines, safety belts and lanyards independently attached or attended, shall be used when performing such work as the following when the requirements of F(1) or (2) above cannot be met.

(a) Work on stored material in hoppers, bins, silos, tanks, or other confined spaces.

(b) Work on hazardous slopes, structural steel, or poles; erection or dismantling of safety nets, tying reinforcing bars; and work from Boatswain's chairs, swinging scaffolds, or other unguarded locations at elevations greater than 6 feet.

(c) Work on skips and platforms used in shafts by crews when the skip or cage does not block the opening to within 1 foot of the sides of the shaft, unless cages are provided.



**DENTON CREEK WATERSHED  
SITE 17 FLOODWATER RETARDING STRUCTURE  
STORM WATER POLLUTION PREVENTION PLAN**

**SITE DESCRIPTION**

**Project Name and Location:**

Denton Crèek Site No. 17 is located approximately one (1) mile north of Greenwood, Wise County, Texas. From Greenwood, Texas, travel north on FM 1204 to CR 2745 and then north on FM 730. Entry to the site will be from a private ranch road approximately 0.3 miles from the intersection of CR2745 and FM 730.

Latitude 33° 24' 27" N

Longitude 97° 28' 40" W

**Owner's Name and Address: (Permanent)**

Wise SWCD  
1604 W. Bus 380  
Suite 200  
Decatur, TX 76234

Wise County Commissioners Court  
P.O. Box 393  
Decatur, TX 76234

**Owner's Name and Address: (During Construction)**

USDA, Natural Resources Conservation Service  
101 South Main  
Temple, TX 76501

**DESCRIPTION**

Structure Site No. 17 is a single-purpose earthen, flood prevention dam designed in 1961 and constructed in 1962. The structure is an integral part of the Denton Creek Watershed Work Plan approved in June 1956. Site No. 17 is located approximately 1 mile north of Greenwood, Wise County, Texas. The site is situated along the interface of the Grand Prairie and Western Cross Timbers land resource areas of Texas.

The objective of this repair design is to reconstruct and armor the wave berm along the upstream embankment slope; repair areas of rilling and erosion damage in the auxiliary spillway channel and along sideslopes by filling, shaping, and topsoiling; and repair erosion along the downstream groin of the embankment along its eastern abutment by installing rock riprap and constructing a waterbar along the road.

The major items of work requiring inspection are approximately 2,000 cu. yds. of combined excavation and earthfill; 1.5 acres of vegetation establishment; 1,577 square yards of geotextile; 1,180 tons of rock riprap; and approximately 0.6 acres of shaping. In addition, approximate 1,175 ft. of sediment silt fence will be installed.

The dam controls the runoff from approximately 2,626 acres of drainage area and has a floodwater retarding volume of 1,145 acre-feet; and an original designed sediment storage volume of 219 acre-feet. Runoff from the construction areas upstream of the embankment and auxiliary spillway crest will be allowed to flow into the existing sediment pool of the reservoir. Runoff from the downstream construction areas will enter the stream on which the dam is located immediately downstream of the dam and auxiliary spillway.

Soil disturbing activities will include (in no particular order): clearing and grubbing; stripping of topsoil; construction of the access road and construction campsite; wave berm construction; borrow operations; auxiliary spillway earthwork; waterbar construction; placing of rock riprap in wave berm and groin areas; shaping of eroded slopes; vegetation establishment; and disposal of waste materials.

The potential sources of pollution of storm water from construction operations include: sediment from exposed soil materials after excavation, topsoil stockpiling, earthfill and other disturbed areas such as haul and access roads, and work campsites. Other potential sources of pollution are spills of fuels, lubricants, antifreeze, and chemical dust suppressants.

#### **RUNOFF COEFFICIENT**

The estimated average 1-day runoff curve number (CN) for the construction site is approximately 76 (based on 2013 dam assessment report). The post-construction CN for the site will be essentially unchanged. The principal spillway will control the outflow from the reservoir. The principal spillway will control the outflow with a maximum flow of approximately 139 cfs with the reservoir water level at the crest of the auxiliary spillway.

#### **SITE AREA**

The work limits of the construction site encompass 43 acres (more or less) including the construction campsite, access roads, as well as stockpile and borrow areas. The area disturbed by construction activities that will require re-vegetation is estimated to be 1.5 acres.

#### **SEQUENCE OF MAJOR ACTIVITIES**

The estimated order of activities will be as follows:

1. Construct the access road and campsite, including any necessary site prep activities
2. Construct water control measures
3. Construct waterbar along road and install rock riprap armoring in downstream groin
4. Foundation stripping of embankment, designated spillway, and borrow areas
5. Reconstruct and shape auxiliary spillway
6. Reconstruct wave berm and install rock riprap
7. Final shaping and grading including removal of water control measures
8. Final restoration of disturbed areas
9. Vegetation and irrigation
10. Cleanup and Demobilization

### **NAME OF RECEIVING WATERS**

Site 17 is located on Harts Creek which flows into Segment 0826A of Denton Creek of the Trinity River Basin located in Wise County, Texas.

An environmental evaluation was performed by the NRCS watershed planning staff in March 2015. Results from the evaluation indicate that the repair of the site would have no effect on federally listed endangered or threatened species. Coordination with the TPWD, however, will be required to address state listed mollusks that are located in Wise County. To insure that there are no violations of Texas State laws, a review of the proposed maintenance work and construction methodologies will be performed by TPWD to address whether or not a freshwater mussel survey and/or an Aquatic Resources Relocation Plan (ARRP) would be required. Once a review by the TPWD is complete, the repair work should meet all of the requirements for the USACE Nationwide Permit #3, Maintenance without Preconstruction Notification.

An NRCS cultural resources specialist performed an evaluation of the site. Results of the evaluation did not identify any cultural concerns or issues. The State Historical Preservation Officer (SHPO) was notified of the findings in February 2015. NRCS will monitor for previously undiscovered cultural resources during construction, including prehistoric and historic artifacts and features that may appear as a result of excavation. The NRCS cultural resources specialist will be notified if cultural resources are encountered in the work areas. Construction activities in the area of the discovery will be suspended until the cultural resources specialist provides clearance to proceed.

## CONTROLS

### EROSION AND SEDIMENT CONTROL STABILIZATION PRACTICES

**Temporary Stabilization** - The average annual rainfall in the area is approximately 35 inches (2013 Texas Almanac). Sediment filters, consisting of silt fences will be used during construction to help stabilize disturbed areas. Sediment filters are to be provided along the downstream boundary of any area which is stripped of vegetation during any phase of construction. Sediment filters are also to be provided on the downstream side of any soil material which is stockpiled for more than 14 days. All disturbed areas will be hay mulched after seeding of permanent vegetation.

The construction ingress and egress will be stabilized with gravel or other stabilization materials to prevent the tracking of mud onto public streets by vehicles leaving the construction site.

All pollution control measures will be maintained in a functional condition as long as needed during the construction operation.

**Permanent Stabilization** - All cut slopes, earthfill slopes, and disturbed areas not covered with rock riprap will be protected against rilling and erosion by vegetation. Diversions will be constructed to direct the runoff away from the embankment. Topsoil will be placed on the wave berm (above elevation 906.3), auxiliary spillway, and other disturbed areas to facilitate vegetation establishment. Temporary stabilization measures will remain in place until coverage by permanent vegetation is at least 70 percent.

**Structural Practices** – No structural measures are anticipated for erosion and sediment control.

### STORM WATER MANAGEMENT

Storm water runoff from the construction area will be filtered with sediment fences or other measures as needed around the excavation areas, embankment, stockpiles, campsite, and other disturbed areas as described above for **EROSION AND SEDIMENT CONTROL**. Where construction roads cross low areas subject to concentrated storm water flow, culverts will be installed.

### OTHER CONTROLS

#### WASTE DISPOSAL

##### Waste Materials:

All organic materials from the site preparation, clearing, and clearing and grubbing operations will be either chipped and used on site for mulch or burned in accordance with all state and local regulations. If the materials are burned on site, the residues will be buried in the waste areas. All inorganic materials from the site preparation will be disposed of by burying in the waste areas and covering with a minimum of 3 feet of soil. All trash and construction debris will be collected and disposed of off-site.

##### Hazardous Waste:

All chemical and hazardous waste materials will be disposed of off-site in accordance with local or state regulation or as recommended by the manufacturer.

**Sanitary Waste:**

All sanitary waste will be collected from portable units and disposed of in accordance with local regulations.

**Dust Control:**

Dust will be controlled on all haul roads and access roads by sprinkling with water.

## CERTIFICATION OF COMPLIANCE WITH FEDERAL, STATE, AND LOCAL REGULATIONS

All local and State regulations will be adhered to concerning the burning of organic materials or disposal of organic, chemical, and sanitary waste. The rehabilitation project will be conducted in accordance with the U.S. Department of the Army Corps of Engineers nationwide permit No. 3 Maintenance. The Texas Commission on Environmental Quality (TCEQ) has issued Texas Pollutant Discharge Elimination System (TPDES) permits for storm water discharges from construction activities under Section 402(p) of the CWA. There are no other applicable State or Federal requirements for sediment and erosion site plans or storm water management site plans.

### MAINTENANCE AND INSPECTION PROCEDURES

The Contractor, Beavers Contracting LLC, will be responsible for intermittent review and inspection of the operation and maintenance of all pollution control measures throughout the life of the contract. Inspection of the conditions and the need for repair shall be made within 24 hours of each rainfall event of 0.5 inch or greater. Daily inspections of the need for cleanup of chemical spills and sanitary facilities will be performed.

Routine inspection of disturbed areas, storage areas, stockpiled materials, traffic areas and sediment filters shall be made every seven (7) days.

A maintenance inspection report will be made after each inspection. The report will be documented in the contractor's and the project engineer's daily job diary maintained on the job. The report will be prepared in accordance with Part V of the general permit.

The report will document the dates when major grading activities occur, the dates when construction activities temporarily or permanently cease on a portion of the site, and the dates when stabilization measures are initiated. Each report will be attached to the Storm Water Pollution Prevention Plan (SWP3) and remain with the SWP3 on site. Each report will be retained as part of the SWP3 for at least three (3) years from the date the site is finally stabilized.

The SWP3, a copy of the permit or permit language, and all inspection reports shall be available at a central location on site for the use of all operations and those who have responsibilities under the SWP3.

### NON-STORM WATER DISCHARGES

It is expected that the following non-storm water discharges may occur from the site during the construction period:

- Water for dust control
- Water for adjustment of moisture in earthfill and backfill operations
- Irrigation water for vegetation establishment

## INVENTORY FOR POLLUTION PREVENTION PLAN

The following list of materials or substances are expected to be present during construction:

Concrete  
Sack - Crete  
Petroleum Based Products  
Wood and Lumber  
Plastics  
Chemical Fertilizers  
Paint  
Rock Riprap  
Antifreeze  
Steel

Other \_\_\_\_\_

Other \_\_\_\_\_

## SPILL PREVENTION

### MATERIAL MANAGEMENT PRACTICES:

The following are the material management practices that will be used to reduce the risk of spills or other accidental exposure of materials and substances to storm water runoff.

### GOOD HOUSEKEEPING:

The following good housekeeping practices will be followed on site during project construction:

An effort will be made to store only enough product required to do the job.

All materials stored on site will be stored in a neat, orderly manner in their appropriate containers and, if possible, under a roof or other enclosure.

Products will be kept in their original containers with the original manufacturer's label.

Whenever possible, all of a product will be used up before disposing of the container.

Manufacturers' recommendations for proper use and disposal will be followed.

The contractor's job superintendent will be responsible for the proper use, storage, and disposal of materials on site.

### HAZARDOUS PRODUCTS:

These practices will be used to reduce the risks associated with hazardous materials.

Products will be kept in original containers unless they are not resealable.

Original labels and material safety data will be retained.

If surplus product must be disposed of, manufacturers' or local and State recommended methods for proper disposal will be followed.

### PRODUCT SPECIFIC PRACTICES

#### PETROLEUM PRODUCTS:

All on-site vehicles will be monitored for leaks and receive regular preventive maintenance to reduce the chance of leakage. Petroleum products will be stored in tightly sealed containers which are clearly labeled. The storage and dispensing of all petroleum products will be in accordance with part 1926.152 of the OSHA Construction Industry Safety and Health Standards. All spills of petroleum products will be cleaned up within 7 days. All contaminated soils will be removed from the site and disposed of in accordance with State and local regulations.

#### PAINTS:

All containers will be tightly sealed and stored when not required for use. Excess paint will not be disposed of onsite, but will be disposed of in accordance with manufacturers' instructions or State and local regulations.

### SPILL CONTROL PRACTICES

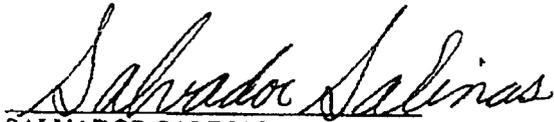
In addition to the good housekeeping and material management practices discussed in the previous sections of this plan, the following practices will be followed for spill prevention and cleanup:

Manufacturers' recommended methods for spill cleanup will be followed.  
All spills of hazardous materials will be cleaned up immediately after discovery.  
Spills of toxic or hazardous materials will be reported to the appropriate State or local government agency.

Contractor, Beavers Contracting, will be responsible for spill prevention and cleanup.

## STORM WATER POLLUTION PREVENTION PLAN CERTIFICATION

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.



SALVADOR SALINAS

State Conservationist

USDA, Natural Resources Conservation Service  
Temple, Texas

APR 07 2015

Date

**CONTRACTOR CERTIFICATION**

I certify under penalty of law that I understand the terms and conditions of the general Texas Pollutant Discharge Elimination System (TPDES) permit that authorizes the storm water discharges associated with industrial activity from the construction site identified as part of this certification. I also understand that I am responsible for all on-site requirements of the Storm Water Pollution Discharge Plan.

Name: Skippier Beavers

Date: 9-17-15

Title: OWNER

Firm: Beavers Contracting

Address: PO Box 697  
Aubrey TX 76227

Phone: 940-365-3337

### SUBCONTRACTOR CERTIFICATION

I certify under penalty of law that I understand the terms and conditions of the general Texas Pollutant Discharge Elimination System (TPDES) permit that authorizes the storm water discharges associated with industrial activity from the construction site identified as part of this certification.

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_



United States Department of Agriculture  
Natural Resources Conservation Service

DENTON CREEK WATERSHED  
SITE 17  
EMBANKMENT REPAIR

SPECIFICATIONS

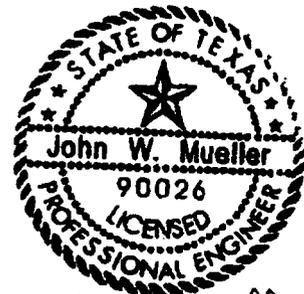
WISE COUNTY, TEXAS

SPONSORED BY:

WISE SOIL AND WATER CONSERVATION DISTRICT  
WISE COUNTY COMMISSIONERS COURT

COOPERATING WITH:  
NATURAL RESOURCES CONSERVATION SERVICE  
OF THE  
U.S. DEPARTMENT OF AGRICULTURE

MARCH 2015



*John W. Mueller, P.E.*  
4/2/15

**1. SPECIFICATIONS:**

<b>Construction Specification No.:</b>	<b>Title:</b>	<b>Date:</b>
2	Clearing and Grubbing	5/01
3	Structural Removal	5/01
5	Pollution Control	1/14
6	Seeding, Sprigging and Mulching	1/14
7	Construction Surveys	1/09
8	Mobilization and Demobilization	5/01
9	Traffic Control	5/01
11	Removal of Water	5/01
21	Excavation	5/01
23	Earthfill	1/09
26	Topsoiling	5/01
27	Diversions and Waterways	5/01
61	Rock Riprap	1/14
94	Contractor Quality Control	1/09
95	Geotextile	1/14
420	Site Preparation	12/14
469	Shaping and Smoothing	12/14

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<b>Material Specification No.:</b>	<b>Title:</b>	<b>Date:</b>
523	Rock for Riprap	1/14
592	Geotextile	1/14

**2. DEFINITIONS:**

Contracting Administrator/Officer – Sponsor’s representative responsible for contracting  
Government Representative (GR) – NRCS Engineer  
Government – Natural Resources Conservation Service (NRCS)  
Service – Natural Resources Conservation Service  
Engineer – NRCS Engineer  
Inspector – NRCS Construction Inspector (on-site)  
Quality Assurance (QA) – NRCS Construction Inspector (on-site)  
Quality Control (QC) – Contractor’s Construction Inspector (on-site)  
Owners – Wise County Soil and Water Conservation District and Wise County Commissioners Court

**3. DRAWINGS:**

Site No. 17, Drawing No. TX-EN-0655. Cover sheet plus sheets 1 through 5.

**4. LOCATION:**

Site No. 17 is located approximately 1 mile north of Greenwood, Wise County, Texas.

**5. PERFORMANCE TIME:**

Time to be allowed for completion of contract is 85 calendar days. The following is the estimated performance time:

Mobilization and Structural Removal - Fences	60	Hours
Site Preparation	40	Hours
Placing Rock Riprap	80	Hours
Vegetation	20	Hours
Fencing, Clean Up, and Demobilization	60	Hours
<b>TOTAL WORK (HOURS)</b>	<b>260</b>	<b>Hours</b>

260	Divide by 60 =	4.3	Weeks
4.3	weeks x 7 =	30	Calendar days
	Moving in Time =	10	Calendar days
	Irrigation Time =	45	Calendar days
	<b>TOTAL =</b>	<b>85</b>	<b>Calendar days</b>

(Holidays and weather days not included)

## **Construction Specification 2—Clearing and Grubbing**

### **1. Scope**

The work consists of clearing and grubbing and disposal of trees, snags, logs, brush, stumps, shrubs, and rubbish from the designated areas.

### **2. Protection of existing vegetation**

Trees and other vegetation designated to remain undisturbed shall be protected from damage throughout the duration of the construction period. Any damages resulting from the contractor's operations or neglect shall be repaired by the contractor.

Earthfill, stockpiling of materials, vehicular parking, and excessive foot or vehicular traffic shall not be allowed within the drip line of vegetation designated to remain in place. Vegetation damaged by any of these or similar actions shall be replaced with viable vegetation of the same species, similar condition, and like size unless otherwise approved by the contracting officer.

Any cuts, skins, scrapes, or bruises to the bark of the vegetation shall be carefully trimmed and local nursery accepted procedures used to seal damaged bark.

Any limbs or branches 0.5 inch or larger in diameter that are broken, severed, or otherwise seriously damaged during construction shall be cut off at the base of the damaged limb or branch flush with the adjacent limb or tree trunk. All roots 1-inch or larger in diameter that are cut, broken, or otherwise severed during construction operations shall have the end smoothly cut perpendicular to the root. Roots exposed during excavation or other operations shall be covered with moist earth or backfilled as soon as possible to prevent the roots from drying out.

### **3. Marking**

The limits of the area(s) to be cleared and grubbed will be marked by stakes, flags, tree markings, or other suitable methods. Trees to be left standing and uninjured will be designated by special markings placed on the trunk about 6 feet above the ground surface.

### **4. Clearing and grubbing**

All trees not marked for preservation and all snags, logs, brush, stumps, shrubs, rubbish, and similar materials shall be cleared from within the limits of the designated areas. Unless otherwise specified, all stumps, roots, and root clusters that have a diameter of 1 inch or larger shall be grubbed out to a depth of at least 2 feet below subgrade for concrete structures and 1 foot below the ground surface at embankment sites and other designated areas.

### **5. Disposal**

All materials cleared and grubbed from the designated areas shall be disposed of at locations shown on the drawings or in a manner specified in section 7. The contractor is responsible for complying with all

local rules and regulations and the payment of any and all fees that may result from disposal at locations away from the project site.

## 6. Measurement and payment

**Method 1**—For items of work for which specific units prices are established in the contract, the cleared and grubbed area is measured to the nearest 0.1 acre. Payment for clearing and grubbing is made for the total area within the designated limits at the contract unit price. Such payment will constitute full compensation for all labor, equipment, tools, and all other items necessary and incidental to the completion of the work.

**Method 2**—For items of work for which specific unit prices are established in the contract, the length of the cleared and grubbed area is measured to the nearest full station (100 feet) along the line designated on the drawing or identified in the specifications. Payment for clearing and grubbing is made for the total length within the designated limits at the contract unit price. Such payment will constitute full compensation for all labor, equipment, tools, and all other items necessary and incidental to the completion of the work.

**Method 3**—For items of work for which specific unit prices are established in the contract, each tree, stump, and snag having a diameter of 4 inches or larger and each log having a diameter of 4 inches or larger and a length of 10 feet are measured before removal. The size of each tree and snag is determined by measuring its trunk at breast height above the natural ground surface. The size of each log is determined by measuring the butt and by measuring its length from butt to tip. The size of each stump is measured at the top. Diameter is determined by dividing the measured circumference by 3.14.

Payment for clearing and grubbing of each tree, stump, and snag having a diameter of 4 inches or larger and each log having a diameter of 4 inches or larger and a length of 10 feet or larger is made at the contract unit price for its size designation as determined by the following schedule:

Measured diameter (in)	Size designation (in)
4 to 8	6
8 to 12	10
12 to 24	18
24 to 36	30
36 to 60	48
Over 60	60

The sum of such payments shall constitute full compensation for clearing and grubbing (including the clearing and grubbing of smaller trees, stumps, snags, logs, brush, shrubs, and roots), applicable permits and associated fees, and rubbish removal. Such payment shall constitute full compensation for all labor, equipment, tools, and all other items necessary and incidental to the completion of the work.

**Method 4**—For items of work for which specific lump sum prices are established in the contract, payment for clearing and grubbing is made at the contract lump sum price. Such payment shall constitute full compensation for all labor, equipment, tools, and all other items necessary and incidental to the completion of the work.

**All Methods**—The following provisions apply to all methods of measurement and payment. Compensation for any item of work described in the contract, but not listed in the bid schedule will be included in the payment for the item of work to which it is made subsidiary. Such items and the items to which they are made subsidiary are identified in section 7.

## **7. Items of work and construction details**

7. Items of work and construction details

In Section 5, Disposal, all materials removed from the cleared and grubbed areas shall be burned or buried at areas designated or approved by the Contracting Officer.

Burning shall be local to the area being cleared and shall have a minimum buffer of 300 feet maintained between the burn area and any existing structures and trees.

The initiation of burning shall commence no earlier than one hour after sunrise and shall be completed on the same day not later than one hour before sunset, and shall be attended by a responsible party at all times during the active burn phase. Open burning shall be in accordance with state and local regulations.

Buried materials shall be buried at locations designated at the time of the showing of the site to prospective bidders. Buried material shall have a minimum earthfill cover of not less than 2 feet. The cover shall be placed in two lifts with each lift compacted by traversing the entire surface with one tread track of the material placement equipment. The top lift shall be mounded at least 6 inches higher than the surrounding undisturbed area to prevent unsightly depressions after settlement. The finished surface of the disposal area shall be uniformly graded to prevent ponding of water.

All trees, snags, logs, brush, shrubs, stumps, and rubbish that are felled, detached, or otherwise dislocated in or near stream channels shall be disposed of as specified or removed to higher ground prior to the end of each workday. The Contractor is to take precaution, when temporarily stockpiling cleared and grubbed materials, to guard against such cleared and grubbed materials being floated or transported off the worksite by rainstorm runoff.

Items of work to be performed in conformance with this specification and the construction details therefore are:

- a. Subsidiary Item, Clearing and Grubbing
  - (1) This item shall consist of all clearing and grubbing within the work limits required for construction of the works of improvement as shown on the drawings.
  - (2) The actual limits of required clearing and grubbing will be as designated or staked at the time of showing the site to prospective bidders.
  - (3) Upon completion of the clearing and grubbing operation, all areas which have been cleared and grubbed shall be dressed to be reasonably smooth by blading, dragging or floating. The entire area shall be reasonably free of abrupt mounds, dips and windrows to provide a clear area for construction staking.
  - (4) Separate payment will not be made for this item of work. Compensation for this item will be included in the payment for the bid items for Rock Riprap, Site Preparation and Shaping and Smoothing, as appropriate.

## **Construction Specification 3—Structure Removal**

### **1. Scope**

The work shall consist of the removal, salvage, and disposal of structures (including fences) from the designated areas.

### **2. Marking**

*Method 1*—Each structure or structure part to be removed will be marked with stakes, flags, paint, or other suitable method.

*Method 2*—The area boundaries from which structures must be removed will be marked using stakes, flags, paint, or other suitable method. Structures to remain undisturbed or to be salvaged will be designated by special markings.

### **3. Removal**

*Method 1*—All structures designated for removal in the contract shall be removed to the specified extent and depth.

*Method 2*—Within the areas so marked, all visible and buried structures identified shall be removed to the specified extent and depth.

### **4. Salvage**

Structures or structure parts that are designated to be salvaged shall be carefully removed and neatly placed in the specified or approved storage location. Salvaged structures that are capable of being disassembled shall be dismantled into individual members or sections. Such structures shall be neatly and systematically match marked with paint before disassembly. All connectors and other parts shall be marked to indicate their proper location within the structure and shall be fastened to the appropriate structural member or packed in suitable containers.

Material from fences designated to be salvaged shall be placed outside the work area on the property on which the fence was originally located. Fence wire shall be rolled into uniform rolls of suitable size and neatly piled with other salvaged materials. Posts and rails shall be neatly stacked.

### **5. Disposal of refuse materials**

Refuse materials resulting from structure removal shall be disposed of in a manner and at locations specified in section 7 of this specification or in an acceptable manner and at locations approved by the contracting officer. Disposal by burning shall be in accordance with local rules and regulations.

### **6. Measurement and payment**

*Method 1*—For items of work for which specific unit prices are established by the contract, payment for the removal of each structure unit, except fences, is made at the contract unit price. Fences removed or removed and salvaged are measured to the nearest linear foot. Payment for fence removal or removal and salvage is made at the contract unit prices for each type and size of fence.

Such payment will constitute full compensation for all labor, equipment, tools, applicable permits and associated fees for burning and disposal of refuse, and all other items necessary and incidental to the completion of the work.

*Method 2*—For items of work for which specific lump sum prices are established by the contract, payment for structure removal is made at the contract lump sum price.

Such payment will constitute full compensation for all labor, equipment, tools, applicable permits and

associated fees for burning and disposal of refuse, and all other items necessary and incidental to the completion of the work.

**All Methods**—The following provisions apply to all methods of measurement and payment. Compensation for any item of work described in the contract, but not listed as a contract line item number in the bid schedule, is included in the payment for the item of work to which it is made subsidiary. Such items and items to which they are made subsidiary are identified in section 7 of this specification.

**7. Items of work and construction details**

7. Items of work and construction details

In Section 2, Marking, Method 1 shall apply.

In Section 3, Removal, Method 1 shall apply. The fences shall be removed to the bottom of the footing and/or post.

Items of work to be performed in conformance with this specification and the construction details therefore are:

a. Subsidiary Item, Structure Removal, Fences

- (1) This item shall consist of the removal of all designated fences in the construction area. The approximate limits of fences to be removed are shown on the drawings. The actual limits of required fences to be removed will be marked or designated at the time of the showing of the site to prospective bidders.
- (2) Salvaging of fence materials is allowed, though not required. In the event that the fence is not salvaged, all fence rubble shall be disposed of at an offsite location of the contractor's choosing as approved by the contracting officer.
- (3) Separate payment will not be made for this item of work. Compensation for this item will be included in the payment for the bid item for Mobilization and Demobilization.

## Construction Specification 5—Pollution Control

### 1. Scope

The work consists of installing measures or performing work to control erosion and minimize the production of sediment and other pollutants to water and air from construction activities.

The following BioPreferred® product categories are applicable to this specification: — mulch and compost materials

erosion control materials  
fertilizers  
dust suppressants  
agricultural spray adjuvants

### 2. Material

Silt fence shall conform to the requirement of Materials Specification 592, Geotextile. All other material furnished shall meet the requirements of the material specifications listed in section 8 of this specification.

### 3. Erosion and sediment control measures and works

The measures and works shall include, but are not limited to, the following:

***Staging of earthwork activities***—The excavation and moving of soil materials shall be scheduled to minimize the size of areas disturbed and unprotected from erosion for the shortest reasonable time.

***Seeding***—Seeding to protect disturbed areas shall occur as soon as reasonably possible following completion of that earthwork activity.

***Mulching***—Mulching to provide temporary protection of the soil surface from erosion.

***Diversions***—Diversions to divert water from work areas and to collect water from work areas for treatment and safe disposition. They are temporary and shall be removed and the area restored to its near original condition when the diversions are no longer required or when permanent measures are installed.

***Stream crossings***—Culverts or bridges where equipment must cross streams. They are temporary and shall be removed and the area restored to its near original condition when the crossings are no longer required or when permanent measures are installed.

***Sediment basins***—Sediment basins collect, settle, and eliminate sediment from eroding areas from impacting properties and streams below the construction site(s). These basins are temporary and shall be removed and the area restored to its original condition when they are no longer required or when permanent measures are installed.

***Sediment filters***—Straw bale filters or geotextile silt fences trap sediment from areas of limited runoff. Sediment filters shall be properly anchored to prevent erosion under or around them. Silt fences shall be installed and maintained in accordance with ASTM D6462. These filters are temporary and shall be removed and the area restored to its original condition when they are no longer required or when permanent measures are installed.

***Waterways***—Waterways for the safe disposal of runoff from fields, diversions, and other

structures or measures. These works are temporary and shall be removed and the area restored to its original condition when they are no longer required or when permanent measures are installed.

*Other*—Additional protection measures as specified in section 8 of this specification or required by Federal, State, or local government.

#### **4. Chemical pollution**

The contractor shall provide watertight tanks or barrels or construct a sump sealed with plastic sheets to collect and temporarily contain chemical pollutants, such as drained lubricating or transmission fluids, grease, soaps, concrete mixer washwater, or asphalt, produced as a by-product of the construction activities. Pollutants shall be disposed of in accordance with appropriate state and Federal regulations. At the completion of the construction work, tanks, barrels, and sumps shall be removed and the area restored to its original condition as specified in section 8 of this specification. Sump removal shall be conducted without causing pollution.

Sanitary facilities, such as chemical toilets, or septic tanks shall not be located next to live streams, wells, or springs. They shall be located at a distance sufficient to prevent contamination of any water source. At the completion of construction activities, facilities shall be disposed of without causing pollution as specified in section 8 of this specification.

#### **5. Air pollution**

The burning of brush or slash and the disposal of other materials shall adhere to state and local regulations.

Fire prevention measures shall be taken to prevent the start or spreading of wildfires that may result from project activities. Firebreaks or guards shall be constructed and maintained at locations shown on the drawings.

All public access or haul roads used by the contractor during construction of the project shall be sprinkled or otherwise treated to fully suppress dust. All dust control methods shall ensure safe construction operations at all times. If chemical dust suppressants are applied, the material shall be a commercially available product specifically designed for dust suppression and the application shall follow manufacturer's requirements and recommendations. A copy of the product data sheet and manufacturer's recommended application procedures shall be provided to the engineer 5 working days before the first application.

#### **6. Maintenance, removal, and restoration**

All pollution control measures and temporary works shall be adequately maintained in a functional condition for the duration of the construction period. All temporary measures shall be removed and the site restored to near original condition.

#### **7. Measurement and payment**

*Method 1*—For items of work for which specific unit prices are established in the contract, each item is measured to the nearest unit applicable. Payment for each item is made at the contract unit price for that item. For water or chemical suppressant items used for dust control for which items of work are established in section 8 of this specification, measurement for payment will not include water or chemical suppressants that are used inappropriately or excessive to need. Such payment will constitute full compensation for the completion of the work.

**Method 2**—For items of work for which lump sum prices are established in the contract, payment is made as the work proceeds and supported by invoices presented by the contractor that reflect actual costs. If the total of all progress payments is less than the lump sum contract price for this item, the balance remaining for this item will be included in the final contract payment. Payment of the lump sum contract price will constitute full compensation for completion of the work.

**Method 3**—For items of work for which lump sum prices are established in the contract, payment will be prorated and provided in equal amounts on each monthly progress payment estimate. The number of months used for prorating shall be the number estimated to complete the work as outlined in the contractor's approved construction schedule. The final month's prorate amount will be provided with the final contract payment. Payment as described will constitute full compensation for completion of the work.

**All Methods**—The following provisions apply to all methods of measurement and payment. Compensation for any item of work described in the contract, but not listed in the bid schedule is included in the payment for the item of work to which it is made subsidiary. Such items, and the items to which they are made subsidiary, are identified in section 8 of this specification.

**8. Items of work and construction details**

8. Items of work and construction details

This construction site is greater than one (1) acres in area and is subject to the Texas Pollutant Discharge Elimination System (TPDES) requirements administered by the Texas Commission on Environmental Quality (TCEQ). Rules for the TPDES process relative to construction sites are contained in the TPDES General Permit NO. TXR150000. A copy of General permit No. TXR150000 may be found at the TCEQ website.

In conformance with TPDES General Permit TXR150000, a Storm Water Pollution Prevention Plan (SWP3) is required for the construction site. A SWP3 prepared by NRCS is provided. The Contractor shall review the SWP3, and shall amend the plan with a detailed work sequence outline which defines and delineates the proposed construction operation. The amended SWP3 shall be signed by the Contractor and submitted to the Contracting Officer prior to issuance of the Notice to Proceed. A copy of the approved SWP3, as amended, will be maintained at the construction site by the Contractor. A copy of the permit shall be attached to the SWP3.

A copy of the Notice of Intent (NOI) shall be posted at the site until the TPDES permit number is issued for the site. An 8 ½" x 11" notice shall be posted at the site giving the following information about the permit: permit number, contact name, contact phone and project description. If a permit number has not been issued, a copy of the NOI shall be posted with the notice.

If the Contractor identifies sediment control items, which are considered essential to the anticipated construction operation but which are not reflected by the contract bid schedule, a written request for a contract modification will be provided to the Contracting Officer. The request will identify the items, operation, and provide an assessment of changes to the contract cost and performance time.

TPDES also requires an NOI and Notice of Termination (NOT) to be filed with TCEQ. The Contractor will be responsible for submitting the Contractor's copy of the NOI to the Engineer at least five business days before work begins. When the contract is completed, the Contractor shall provide the NRCS Project Engineer a copy of the NOT that he/she will file with the TCEQ.

In conformance with TPDES requirements, the Inspector and the Contractor (or the Contractor's Quality Control person) shall perform periodic inspections of the sediment control practices. Inspections will be conducted bi-weekly (every other week) and within 24 hours of any rainfall event of more than 0.5 inches at the construction site. After each inspection, a written report will be prepared which summarizes the status of inspected items. The reports will (a) evaluate effectiveness, (b) identify maintenance needs and/or (c) recommend remedial corrective action and will be prepared and signed by the GR and the Contractor. The report shall be filed on site in the same location as the SWP3. The Contractor shall be responsible for identified corrective maintenance needs.

Items of work to be performed in conformance with this specification and the construction details therefore are:

a. Bid Item 1, Pollution Control

- (1) This item shall consist of performing all work and furnishing all materials necessary to accomplish the work defined in Section 1 of this specification, including all works required to implement the Storm Water Pollution Prevention Plan, including maintenance of sediment filters, but not the installation of sediment filters.
- (2) In Section 7, Measurement and payment, Method 3 shall apply.

b. **Bid Item 2, Sediment Filters**

- (1) This item shall consist of furnishing and installing sediment filters to the lengths and locations designated on the drawings and otherwise needed to control sediment from leaving the construction site. Maintenance of installed filters shall be paid for under the bid item for Pollution Control.
- (2) In Section 3, Erosion and sediment control measures and works, Sediment filters shall be limited to geotextile sediment filters.
- (3) The sediment filter material shall meet the requirements of ASTM D6461.
- (4) The sediment filter shall be installed according to the requirements in ASTM D6462.
- (5) In Section 7, Measurement and payment, Method 1 shall apply.

## Construction Specification 6—Seeding, Sprigging, and Mulching

### 1. Scope

The work consists of preparing the area for treatment; furnishing and placing seed, sprigs, mulch, fertilizer, inoculant, lime, and other soil amendments; and anchoring mulch in designated areas as specified.

The following USDA Bio Preferred program product categories are applicable to this specification:

- mulch and compost materials
- erosion control materials
- fertilizers
- agricultural spray adjuvants

### 2. Material

**Seed**—All seed shall conform to the current rules and regulations of the state where it is being used and shall be from the latest crop available. It shall meet or exceed the standard for purity and germination listed in section 7.

Seed shall be labeled in accordance with the state laws and the U.S. Department of Agriculture rules and regulations under the Federal Seed Act in effect on the date of invitations for bids. Bag tag figures are evidence of purity and germination. No seed will be accepted with a test date of more than 9 months before the delivery date to the site.

Seed that has become wet, moldy, or otherwise damaged in transit or storage will not be accepted. The percent of noxious weed seed allowable shall be as defined in the current State laws relating to agricultural seeds. Each type of seed shall be delivered in separate sealed containers and fully tagged unless exception is granted in writing by the contracting officer.

**Fertilizer**—Unless otherwise specified, the fertilizer shall be a commercial grade fertilizer. It shall meet the standard for grade and quality specified by State law. Where fertilizer is furnished from bulk storage, the contractor shall furnish a supplier's certification of analysis and weight. When required by the contract, a representative sample of the fertilizer shall be furnished to the contracting officer for chemical analysis.

**Inoculants**—The inoculant for treating legume seeds shall be a pure culture of nitrogen-fixing bacteria prepared specifically for the species and shall not be used later than the date indicated on the container or as otherwise specified. A mixing medium, as recommended by the manufacturer, shall be used to bond the inoculant to the seed. Two times the amount of the inoculant recommended by the manufacturer shall be used except four times the amount shall be used when seed is applied using a hydraulic seeder. Seed shall be sown within 24 hours of treatment and shall not remain in the hydraulic seeder longer than 4 hours.

**Lime and other soil amendments**—Lime shall consist of standard ground agriculture limestone, or approved equivalent. Standard ground agriculture limestone is defined as ground limestone meeting current requirements of the State Department of Agriculture. Other soil amendments shall meet quality criteria and application requirements specified in section 7.

**Mulch tackifiers**—Asphalt emulsion tackifiers shall conform to the requirements of ASTM D 977, Specification for Emulsified Asphalt. The emulsified asphalt may be rapid setting, medium

setting, or slow setting. Nonasphaltic tackifiers required because of environmental considerations shall be as specified in section 7.

**Straw mulch material**—Straw mulch shall consist of wheat, barley, oat or rye straw, hay, grass cut from native grasses, or other plants as specified in section 7. The mulch material shall be air-dry, reasonably light in color, and shall not be musty, moldy, caked, or otherwise of low quality. The use of mulch that contains noxious weeds is not permitted. The contractor shall provide a method satisfactory to the contracting officer for determining weight of mulch furnished.

**Other mulch materials**—Mulching materials, such as wood cellulose fiber mulch, mulch tackifiers, synthetic fiber mulch, netting, and mesh, are other mulching materials that may be required for specialized locations and conditions. These materials, when specified, must be accompanied by the manufacturer's recommendations for methods of application.

### **3. Seeding mixtures, sod, sprigs, and dates of planting**

The application rate per acre for seed mixtures, sprigs, or sod and date of seeding or planting shall be as shown on the plans or as specified in section 7.

### **4. Seedbed preparation and treatment**

Areas to be treated shall be dressed to a smooth, firm surface. On sites where equipment can operate on slopes safely, the seedbed shall be adequately loosened (4 to 6 inches deep) and smoothed. Depending on soil and moisture conditions, disking or cultipacking, or both, may be necessary to properly prepare a seedbed. Where equipment cannot operate safely, the seedbed shall be prepared by hand methods by scarifying to provide a roughened soil surface so that broadcast seed will remain in place.

If seeding is to be accomplished immediately following construction operations, seedbed preparation may not be required except on a compacted, polished, or freshly cut soil surface.

Rocks larger than 6 inches in diameter, trash, weeds, and other debris that will interfere with seeding or maintenance operations shall be removed or disposed of as specified in section 7.

Seedbed preparation shall be discontinued when soil moisture conditions are not suitable for the preparation of a satisfactory seedbed as determined by the contracting officer's technical representative (COTR).

### **5. Seeding, sprigging, fertilizing, mulching, and stabilizing**

All seeding or sprigging operations shall be performed in such a manner that the seed or sprigs are applied in the specified quantities uniformly in the designated areas. The method and rate of seed application shall be as specified in section 7. Unless otherwise specified, seeding or sprigging shall be accomplished within 2 days after final grading is completed and approved.

Fertilizer, lime, and other soil amendments shall be applied as specified in section 7. When specified, the fertilizer and soil amendments shall be thoroughly incorporated into the soil immediately following surface application.

The rate, amount, and kind of mulching or mesh shall be as specified in section 7. Mulches shall be applied uniformly to the designated areas. They shall be applied to areas seeded not later than 2 working days after seeding has been performed. Straw mulch material shall be stabilized within 24 hours of application using a mulch crimper or equivalent anchoring tool or by a suitable tackifier. When the mulch crimper or equivalent anchoring tool is used, it shall have

straight blades and be the type manufactured expressly for and capable of firmly punching the mulch into the soil. Where the equipment can be safely operated, it shall be operated on the contour. Hand methods shall be used where equipment cannot safely operate to perform the work required.

The tackifier shall be applied uniformly over the mulch material at the specified rate, or it shall be injected into the mulch material as it is being applied. Mesh or netting stabilizing materials shall be applied smoothly, but loosely on the designated areas. The edges of these materials shall be buried or securely anchored using spikes or staples as specified in section 7.

The contractor shall maintain the mesh or netting areas until all work under the contract has been completed and accepted. Maintenance shall consist of the repair of areas damaged by water erosion, wind, fire, or other causes. Such areas shall be repaired to reestablish the intended condition and to the design lines and grades required by the contract. The areas shall be refertilized, reseeded, and remulched before the new application of the mesh or netting.

## **6. Measurement and payment**

**Method 1**—For items of work for which specific unit prices are established in the contract, each area treated is measured as specified in section 7 and the area calculated to the nearest 0.1 acre. Payment for treatment is made at the contract unit price for the designated treatment, which will constitute full compensation for completion of the work.

When specified as an item of work, mesh or netting is measured to the nearest square yard of surface area covered and accepted. Payment is made at the contract unit price and will constitute full compensation for completion of the work.

**Method 2**—For items of work for which specific lump sum prices are established in the contract, the quantity of work will not be measured for payment. Payment for this item is made at the contract lump sum price for the item and will constitute full compensation for the completion of the work.

**Method 3**—For items of work for which lump sum prices are established in the contract, payment is made as the work proceeds. Progress payments will be determined as specified in section 7. Payment of the lump sum contract price will constitute full compensation for completion of the work.

**All Methods**—The following provisions apply to all methods of measurement and payment. Compensation for any item of work described in the contract, but not listed in the bid schedule is included in the payment for the item of work to which it is made subsidiary. Such items and the item(s) to which they are made subsidiary are identified in section 7.

## **7. Items of work and construction details**

## 7. Items of Work and Construction Details

In Section 5, straw mulch material shall consist of coastal bermudagrass or a native bluestem mix and the rate of application shall be 2-1/2 tons per acre. Mulches shall be stabilized by a non- asphaltic tackifier and shall be applied at a rate of 40 pounds per acre or by a mechanical crimper. The contractor shall submit the manufacturer's product data and installation instructions for the tackifier to the Contracting Officer for approval of the product.

When working on slopes which are steeper than 3:1 horizontal to vertical, all rubber tire equipment on the slope will be held with truck or tractor and winch line with the truck or tractor operating along the crown of the embankment or other suitable flat surface. As an alternative, track (crawler) equipment with a low center of gravity may be used to perform work on slopes without a winch line requirement when operated in accordance with applicable OSHA requirements.

Fertilizer shall be of the pelleted form and shall be uniformly mixed. Prior to planting the grasses, fertilizer shall be applied and worked into the soil by disking with a weighted tandem disk to a depth of approximately 4 inches. No fertilizer shall be applied when the ground is excessively wet, frozen, or otherwise in an untillable condition. Unless otherwise indicated from a soils test, the rate of application of the fertilizer shall be forty (40) pounds of nitrogen (N), forty (40) pounds of phosphorus (P) and forty (40) pounds of potassium (K) per acre.

Items of work to be performed in conformance with this specification and the construction details therefore are:

### a. Bid Item 3, Vegetation Establishment

- 1) This item shall consist of all aspects required for establishing vegetation for the site, including, but not limited to: preparing the seedbed and furnishing and applying seed, hay mulch, and fertilizer to all disturbed areas that receive topsoil treatment and that are not covered with rock riprap as shown on the drawings.
- 2) The grass seed shall be drilled onto a firm, clean seedbed. Seed drilled shall be on the approximate contour. A grass seed drill equipped with depth control bands, grain drill with a grass seed attachment, or Brillion (type) seeder shall be used. The seed shall not be planted or covered deeper than 1/2 inch below the soil surface. The distance between rows shall not exceed 6 inches. Seed shall be distributed over the entire area at uniform rates. Planting operations shall begin at the base of the slope on works of improvement. The areas shall be firmed before seeding and immediately following seeding with a cultipacker or corrugated packer roller weighing 180 to 190 pounds per foot of width. More weight shall be added as required. Only on areas not accessible to the drilling equipment may seed be broadcasted by hand. The hand seeded areas shall be hand raked and then firmed with a hand operated roller.

- 3) Seed of high quality customarily sold in the trade is required. In Section 2, Material, Seed, the last sentence of the second paragraph, the maximum time from testing before delivery shall be changed from 9 months to 6 months. The sentence shall thus read "No seed will be accepted with a test date of more than 6 months before the delivery date to the site". The seed must be in sound, clean bags with each bag containing a tag showing, among other things with respect to the contents of the bag, name of the seed, locality and year of harvest, and the percentage of purity and germination. The seed shall not contain any objectionable foreign material that will hinder proper distribution. Examples of objectionable foreign material include long sticks and stems, unthreshed seed heads with stems attached or any other objects not normally found in reasonable quality lots of grass seeds. Bag tag figures will be accepted for purity and germination and the seed will either be accepted or rejected by the designated representative on the basis of the bag tag test. The quantity of Johnsongrass seed per pound must be stated according to State Law. If the amount of Johnsongrass seed is stated to be greater than 5%, the Government Representative (GR) has the right to reject the seed lot. Seeding rates are for "Pure Live Seed (PLS)" therefore, the percentage of PLS as shown on the seed tag will determine the number of pounds of bulk material needed to obtain the required amount of pure live seed per acre.
- 4) The seed mixture and application rate shall be:
  - (a) Common Bermuda grass, hulled (*Cynodon dactylon*) 4.6 lb. PLS per Acre
  - (b) Common Bermuda grass, unhulled (*Cynodon dactylon*) 6.0 lb. PLS per Acre
  - (c) Texhoka Buffalo grass burs (*Buchloe dactyloides*) 8.0 lb. PLS per Acre
- 5) In Section 6, Measurement and payment, Method 1 shall apply, the area shall be surface measured.

b. Additive Bid Item 13, Irrigation System

- 1) This item shall consist of furnishing and installing a temporary solid set sprinkler irrigation system as needed to irrigate the areas as designated in Section 7.a. of this specification.
- 2) The Contractor shall furnish the Contracting Officer, in writing, a proposed plan for the irrigation system and application 30 days before installing the irrigation system. The plan shall show the layout, size of all components, sprinkler head spacing, and methods to determine the application and distribution efficiencies. Acceptance of this plan or the waiving of the plan requirement will not relieve the Contractor of the responsibilities for completing the specified work.
- 3) The system shall be adequate to apply the volume of water and meet the application requirements specified in Sections 7.c (2) and 7.c (3) of this specification. The application of irrigation shall not cause runoff. The

application shall be uniform ensuring that at any point the irrigated area shall be within 20 percent of the required application.

- 4) The Contractor shall furnish all equipment, operators, maintenance, operating supplies, and materials needed to install the system. The Contractor shall furnish in-line, propeller type water meter (s) with volumetric calibration. The meter(s) shall be installed so that all water applied for the irrigation of seeded grasses under the contract will be metered.
- 5) Unless otherwise noted, the system shall be removed upon completion of all irrigation applications.
- 6) In Section 6, Measurement and payment, Method 2 will apply.

c. Additive Bid Item 14, Irrigation Water

- 1) This item shall consist of applying irrigation water to the areas seeded. It shall include the cost of water and labor.
- 2) The estimated application rate and schedule of irrigations will be as follows: 1<sup>st</sup> irrigation 2 acre-inches, 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> irrigations ½ acre inch at 2-day intervals and then twice a week for the next 4 weeks at ½ acre inch applications. Adjustment in the application rates may be required as determined and approved by the Engineer.
- 3) All areas will be irrigated with a solid set sprinkler irrigation system. The total irrigation at any one time will be based on need as determined by the GR. The irrigation system shall produce a reasonable uniform distribution of the required application over the irrigated area without excessive runoff or erosion. The watering efficiency shall not be less than 85%. Adjustments in sprinkler spacing, nozzle sizes, pressures, or in the gross water applied shall be made when needed to accomplish the above objectives. These applications are included in the contract performance time.
- 4) If applications are required after the planned 5-weeks of irrigation, the performance time shall be increased by modification of the contract by approval of the Engineer.
- 5) In Section 6, Measurement and Payment, Method 1 will apply. Measurement for payment will be 1000 gallon units and will be measured to the nearest 1000 gallons based on the applied volume determined from the readings of the in-line water meter(s). An adjustment in the volume of water shall be applied for application efficiency less than 85 percent.

## **Construction Specification 7—Construction Surveys**

### **1. Scope**

The work consists of performing all surveys, measurements, and computations required by this specification.

### **2. Equipment and material**

Equipment for construction surveys shall be of a quality and condition to provide the required accuracy. The equipment shall be maintained in good working order and in proper adjustment at all times. Records of repairs, calibration tests, accuracy checks, and adjustments shall be maintained and be available for inspection by the engineer. Equipment shall be checked, tested, and adjusted as necessary in conformance with manufacturer's recommendations.

Material is field notebooks, stakes, templates, platforms, equipment, spikes, steel pins, tools, and all other items necessary to perform the work specified.

### **3. Quality of work**

All work shall follow recognized professional practice and the standards of the industry unless otherwise specified in section 9 of this specification. The work shall be performed to the accuracy and detail appropriate for the type of job. Notes, sketches, and other data shall be complete, recorded neatly, legible, reproducible and organized to facilitate ease in review and allow reproduction of copies for job documentation. Survey equipment that requires little or no manual recording of field data shall have survey information documented as outlined in section 9 of this specification.

All computations shall be mathematically correct and shall include information to identify the bid item, date, and who performed, checked, and approved the computations. Computations shall be legible, complete, and clearly document the source of all information used including assumptions and measurements collected.

If a computer program is used to perform the computations, the contractor shall provide the engineer with the software identification, vendor's name, version number, and other pertinent data before beginning survey activities. Computer generated computations shall show all input data including values assigned and assumptions made.

The elevations of permanent and temporary bench marks shall be determined and recorded to the nearest 0.01 foot. Differential leveling and transit traverses shall be of such precision that the error of vertical closure in feet shall not exceed plus or minus 0.1 times the square root of the traverse distance in miles. Linear measurements shall be accurate to within 1 foot in 5,000 feet, unless otherwise specified in section 9 of this specification. The angular error of closure for transit traverses shall not exceed 1 minute times the square root of the number of angles turned.

The minimum requirements for placing slope stakes shall be at 100-foot stations for tangents, as little as 25 feet for sharp curves, breaks in the original ground surface and at any other intermediate stations necessary to ensure accurate location for construction layout and measurement. Slope stakes and cross sections shall be perpendicular to the centerline. Significant breaks in grade shall be determined for cross sections. Distances shall be measured horizontally and recorded to the nearest 0.1 foot. Side shots for interim construction stakes may be taken with a hand level.

Unless otherwise specified in section 9 of this specification, measurements for stationing and establishing the location of structures shall be made to the nearest 0.1 foot.

Elevations for concrete work, pipes, and mechanical equipment shall be determined and recorded to the

nearest 0.01 foot. Elevations for earth work shall be determined and recorded to the nearest 0.1 foot.

#### **4. Primary control**

The baselines and bench marks for primary control, necessary to establish lines and grades needed for construction, are shown on the drawings and have been located on the job site.

These baselines and bench marks shall be used as the origin of all surveys, layouts, and measurements to establish construction lines and grades. The contractor shall take all necessary precautions to prevent the loss or damage of primary control points. Any stakes or control points lost or damaged by construction activity will be reestablished by the contractor or at contractor expense.

#### **5. Construction surveys**

Before work starts that requires contractor performed surveys, the contractor shall submit in writing for the engineer's review: the name, qualifications, and experience of the individuals to be assigned to the survey tasks.

**Method 1**—Contractor performed surveys shall include:

- checking and any supplemental or interim staking
- performing quantity surveys, measurements, and computations for progress payment
- other surveys as described in section 9 of this specification

**Method 2**—Contractor performed surveys shall consist of all work necessary for:

- establishing line and grade for all work
- setting slope stakes for all work
- checking and any supplemental or interim staking
- establishing final grade stakes
- performing quantity surveys, measurements, and computations for progress payment
- other surveys as described in section 9 of this specification

**Method 3**—Contractor performed surveys shall consist of all work necessary for:

- establishing line and grade for all work
- setting slope stakes for all work
- checking and any supplemental or interim staking
- establishing final grade stakes
- performing quantity surveys, measurements, and computations for progress payments
- performing original (initial) and final surveys for determinations of final quantities
- other surveys as described in section 9 of this specification.

#### **6. Staking**

The construction staking required for the item shall be completed before work on any item starts. Construction staking shall be completed as follows or as otherwise specified in section 9 of this specification:

**Clearing and grubbing**—The boundary of the area(s) to be cleared and grubbed shall be staked or flagged at a maximum interval of 200 feet, closer if needed, to clearly mark the limits of work. When

contractor staking is the basis for determining the area for final payment, all boundary stakes will be reviewed by the engineer before start of this work item.

**Excavation and fill**—Slope stakes shall be placed at the intersection of the specified slopes and ground line. Slope stakes and the reference stakes for slopes shall be marked with the stationing, required cut or fill, slope ratio, and horizontal distance from the centerline or other control line. The minimum requirements for placing slope stakes is outlined in section 3, Quality of work.

**Structures**—Centerline and offset reference line stakes for location, alignment, and elevation shall be placed for all structures.

## **7. Records**

All survey data shall be recorded in fully identified standard hard-bound engineering survey field notebooks with consecutively numbered pages. All field notes and printed data shall include the purpose or description of the work, the date the work was performed, weather data, sketches, and the personnel who performed and checked the work. Electronically generated survey data and computations shall be bound, page numbered, and cross referenced in a bound field notebook containing the index for all survey activities. All work shall follow recognized professional practice.

The construction survey records shall be available at all times during the progress of the work for examination and use by the engineer and when requested, copies shall be made available. The original field notebooks and other records shall be provided to and become the property of the owner before final payment and acceptance of all work.

Complete documentation of computations and supporting data for progress payments shall be submitted to the engineer with each invoice for payment as specified in section 9 of the specification. When the contractor is required to conduct initial and final surveys as outlined in section 5, Construction Surveys, notes shall be provided as soon as possible after completion to the engineer for the purpose of determining final payment quantities.

## **8. Payment**

**Method 1**—For items of work for which lump sum prices are established in the contract, payment is made as the work proceeds, after presentation of correct and accurate invoices by the contractor showing related costs and evidence of the charges of suppliers, subcontractors, and others for supplies furnished and work performed. Invoices for the total amount of the contract price will not be accepted until all surveys are complete and required documentation has been determined complete. If the total of such payments is less than the lump sum contract price for this item, the unpaid balance will be included in the final contract payment. Payment of the lump sum contract price will constitute full compensation for completion of all work under the bid item.

**Method 2**—For items of work for which lump sum prices are established in the contract, payment is made as the work proceeds with progress payment amounts determined as a percentage of the total work planned as projected from the contractor's approved construction schedule. Payment of the lump sum contract price will constitute full compensation for completion of all work under this bid item.

**All Methods**—Payment will not be provided under this item for the purchase price of materials or equipment having a residual value.

Compensation for any item of work described in the contract, but not listed in the bid schedule will be included in the payment for the item of work to which it is made subsidiary. Such items and the item to which they are made subsidiary are identified in section 9 of this specification.

## **9. Items of work and construction details**

9. Items of work and construction details

In Section 5, Construction surveys, Method 2 shall apply.

In Section 8, Payment, Method 2 shall apply.

Items of work to be performed in conformance with this specification and the construction details therefore are:

a. Bid Item 4, Construction Surveys

- (1) This item shall consist of performing all work required by Section 1 of this specification.
- (2) All surveys shall proceed from benchmarks; reference points and/or stakes set or established by the Government. The benchmarks are shown on the drawings.
- (3) Initial and final surveys for determinations of final quantities will be performed by the Government.
- (4) In addition to the surveys required by Method 2, the CONTRACTOR shall perform the following surveys:
  - (a) Those required to check all excavation and earthfill slopes as work progresses to insure such slopes are maintained at those specified. Earthfill slopes shall be checked at least each five feet of vertical interval and corrected to planned slope.
  - (b) Those required to check for depths of excavations and heights of earthfills.
  - (c) Those required to set "bluetops" for subgrades and for finished grades of all excavations, earthfills, rockfills, and appurtenances to the work.
- (5) The item of work subsidiary to this bid item is Establishment of Permanent Reference Markers, as specified in Construction Specification 7.9.b.

b. Subsidiary Item, Establishment of Permanent Reference Markers (PRM)

- (1) This item shall consist of all work and materials (except the benchmark cap) required for the establishment of permanent reference markers. The brass cap for the PRM will be furnished by the NRCS prior to casting/pouring the concrete.
- (2) The required number and approximate locations of the markers are shown on the drawings. The actual location of the markers shall be as staked.
- (3) Markers shall be cast in place, non-reinforced, concrete cylinders or precast, non-reinforced, concrete cylinders installed flush with the ground line and with a standard benchmark cap mounted on the top.
- (4) The concrete shall be a 4.5 sack mix containing not more than 6 gallons of water per cubic yard of mix.

- (5) The concrete cylinder shall have a minimum diameter of 10 inches and depth of 2 feet, except a lesser depth may be approved where rock is encountered. Earth forming will be permitted for cast-in-place markers.
- (6) No surface finish will be required for that portion of the marker which will be below ground. If precast markers are used, backfill shall be thoroughly tamped in 4-inch layers.
- (7) Separate payment will not be made for this item. Compensation for this item will be included in the payment for the bid item Construction Surveys.

## **Construction Specification 8—Mobilization and Demobilization**

### **1. Scope**

The work consists of the mobilization and demobilization of the contractor's forces and equipment necessary for performing the work required under the contract. It does not include mobilization and demobilization for specific items of work for which payment is provided elsewhere in the contract. Mobilization will not be considered as work in fulfilling the contract requirements for commencement of work.

### **2. Equipment and material**

Mobilization shall include all activities and associated costs for transportation of contractor's personnel, equipment, and operating supplies to the site; establishment of offices, buildings, and other necessary general facilities for the contractor's operations at the site; premiums paid for performance and payment bonds including coinsurance and reinsurance agreements as applicable; and other items specified in section 4 of this specification.

Demobilization shall include all activities and costs for transportation of personnel, equipment, and supplies not required or included in the contract from the site; including the disassembly, removal, and site cleanup of offices, buildings, and other facilities assembled on the site specifically for this contract.

This work includes mobilization and demobilization required by the contract at the time of award. If additional mobilization and demobilization activities and costs are required during the performance of the contract as a result of changed, deleted, or added items of work for which the contractor is entitled to an adjustment in contract price, compensation for such costs will be included in the price adjustment for the item or items of work changed or added.

### **3. Payment**

Payment will be made as the work proceeds, after presentation of paid invoices or documentation of direct costs by the contractor showing specific mobilization and demobilization costs and supporting evidence of the charges of suppliers, subcontractors, and others. When the total of such payments is less than the lump sum contract price, the balance remaining will be included in the final contract payment. Payment of the lump sum contract price for mobilization and demobilization will constitute full compensation for completion of the work.

Payment will not be made under this item for the purchase costs of materials having a residual value, the purchase costs of materials to be incorporated in the project, or the purchase costs of operating supplies.

### **4. Items of work and construction details**

4. Items of work and construction details

Items of work to be performed in conformance with this specification and the construction details therefore are:

a. Bid Item 5, Mobilization and Demobilization

- (1) This item shall consist of performing all items of work for mobilization and demobilization as required by Sections 1 and 2 of this specification.
  - (a) Access to the work area shall be from entry of a private drive located off of FM 730. The private drive shall be maintained in a smooth rut-free condition where it can be easily traversed by automobiles throughout the contract period.
  - (b) A stabilized construction entrance shall be constructed to minimize tracking of mud onto public roadways and private drives by vehicles leaving the construction area. The stabilized entrance shall be constructed to the dimensions, materials, and location shown in the construction drawings.
  - (c) Culverts shall be installed at crossings of low areas where significant concentrations of runoff water accumulate and cause ponding of water. Culverts installed as part of this item of work shall have sufficient strength to support the anticipated loads imposed by construction traffic and shall be removed at the end of the contract period. If damage occurs to the culverts due to construction activities, those culverts shall be replaced. Corrugated steel culverts shall be galvanized. Minimum culvert size shall be 18-inch i.d. and a minimum of 24 feet long with 2-2/3" x 1/2" corrugations. A minimum of 18 inches of compacted fill shall be placed over top of the pipe before construction equipment is allowed to pass.
- (2) The demobilization operation shall include but not be limited to the following items of work:
  - (a) All debris, trash, tires, equipment, equipment parts, chains, cables, and other such items resulting from the construction operation shall be removed from the worksite and disposed of in an approved sanitary land fill of the Contractor's own choosing.
  - (b) All disturbed areas shall be bladed or smoothed to blend the area with the surrounding land surface. The bladed or smoothed surface shall be free of abrupt mounds, windrows, depressions or other irregularities that would prevent the safe operation of ordinary farm equipment thereon. The finished surface shall prevent diversion of surface runoff and shall prevent standing or ponding water.

- (c) All buildings, trailers, chain link fence, storage sheds, sanitary facilities, cattle guard and other such items shall be removed from the worksite when construction work is completed.
  - (d) All fencing removed to allow construction access shall be restored to equal or better than pre-construction conditions.
  - (e) The stabilized construction entrance shall be removed and the access drive shall be bladed to be smooth and shall be left in a rut-free condition.
- (3) The items of work subsidiary to this bid item are:
- (a) Structural Removal, Fences as specified in Construction Specification 3.
  - (b) Traffic Control as specified in Construction Specification 9.

## **Construction Specification 9—Traffic Control**

### **1. Scope**

The work shall consist of establishing traffic control and maintaining safe, convenient use of public roads and rights-of-way.

### **2. Traffic and access**

The contractor's operations shall cause no unnecessary inconvenience to the public. The public rights-of-way shall be maintained at all times unless interruption is authorized by proper local authority.

Contractor's authorized closing or detour plans shall be provided to the engineer for approval.

Safe and adequate access shall be provided and maintained to all public protection devices and to all critical utility control locations. Facility access shall be continuous and unobstructed unless otherwise approved.

### **3. Storage of equipment and material in public streets**

Construction materials and equipment shall not be stored or parked on public streets, roads, or highways. During any material or equipment loading or unloading activities that may temporarily interfere with traffic, an acceptable detour shall be provided for the duration of the activity. Any associated expense for this activity is the responsibility of the contractor.

Excavated material, including suitable material that is intended for adjacent trench backfill or other earth backfill as specified in section 5 of this specification, shall not be stored on public streets, roads, or highways that remain in service for the public. Any waiver of this requirement must be obtained from the proper local authority and approved by the engineer. All excess and unsuitable material shall be removed from the site as soon as possible. Any spillage shall be removed from roadways before they are used by the public.

### **4. Street closures, detours, and barricades**

The contractor shall comply with the requirements of all applicable responsible units of government for closure of any street, road, or highway. The contractor shall provide the required barriers, guards, lights, signs, temporary bridges, and flaggers together with informing the public of any detours and construction hazards by the most suitable means available, such as local newspapers or radio stations. The contractor is also responsible for compliance with additional public safety requirements that may arise during construction. The contractor shall furnish, install, and, upon completion of the work, promptly remove all signs, warning devices, and other materials used in the performance of this work.

Unless otherwise specified, the contractor shall notify, in writing, the fire chief, police chief, county sheriff, state patrol, schools that operate school buses, or any other government official as may be appropriate no less than 7 days before closing, partly closing, or reopening any street, road, or highway.

Unless otherwise specified, the contractor shall furnish to the engineer a written plan showing the proposed method of signing, barricading for traffic control, and safety for street detours and closures.

All temporary detours will be maintained to ensure use of public rights-of-way is provided in a safe manner. This may include dust control, grading, and graveling as required in section 7 of this specification.

### **5. General and specific references**

All signs, signals, barricades, use of flaggers, and other traffic control and public safety devices shall conform to the general requirements set forth in the Manual of Uniform Traffic Control Devices

(MUTCD) and the latest edition of *Standard Highway Signs and Standard Alphabets for Highway Signs* and/or *OSHA Construction Industry Standards (29 CFR Part 1926), Subpart G, Signs, Signals, and Barricades* unless otherwise specified in section 7 of this specification.

#### **6. Measurement and payment**

For items of work for which specific lump sum prices are established in the contract, payment for the work is made at the contract lump sum price. Progress payments will be made based upon the percentage of estimated total time that traffic control will be required unless otherwise specified in section 7 of this specification. Payment will constitute full compensation for all flaggers, labor, materials, equipment, and all other items necessary and incidental to completion of the work.

Compensation for any item of work described in the contract, but not listed in the bid schedule will be included in the payment for the item of work to which it is made subsidiary. Such items and items to which they are made subsidiary are identified in section 7 of this specification.

#### **7. Items of work and construction details**

7. Items of work and construction details

Items of work to be performed in conformance with this specification and the construction details therefore are:

a. Subsidiary Item, Traffic Control

- (1) This item shall consist of performing all items of work for traffic control as required by Sections 1 and 2 of this specification.
- (2) In Section 4, Streets closures, detours, and barricades, the Contractor shall furnish a written plan showing the proposed method of signing, barricading for traffic control, use of flaggers, etc. to be approved by TxDOT and this contract's Engineer.
- (3) Separate payment will not be made for this item of work. Compensation for this item will be included in the payment for the bid item Mobilization and Demobilization.

## **Construction Specification 11—Removal of Water**

### **1. Scope**

The work consists of the removal of surface water and ground water as necessary to perform the construction required by the contract in accordance with the specifications. It shall include: (1) constructing, installing, building, and maintaining all necessary temporary water containment facilities, channels, and diversions; (2) furnishing, installing, and operating all necessary pumps, piping, and other facilities and equipment; and (3) removing all such temporary works and equipment after their intended function is no longer required.

### **2. Diverting surface water**

The contractor shall install, maintain, and operate all cofferdams, channels, flumes, sumps, and all other temporary diversion and protective works needed to divert streamflow and other surface water through or around the construction site. Control of surface water shall be continuous during the period that damage to construction work could occur. Unless otherwise specified and/or approved, the diversion outlet shall be into the same drainage way that the water would have reached before being diverted.

The contractor shall furnish the contracting officer, in writing, a proposed plan for diverting surface water before beginning any construction activities for which a diversion is required, unless waived in section 8 of this specification. Acceptance of this plan or the waiving of the plan requirement will not relieve the contractor of the responsibilities related to this activity during the process of completing the work as specified.

### **3. Dewatering the construction site**

Foundations, cutoff trenches, and all other parts of the construction site shall be dewatered and kept free of standing water and muddy conditions as necessary for the proper execution of the work. The contractor shall furnish, install, operate, and maintain all drains, sumps, pumps, casings, well points, and all other equipment required to properly dewater the site as specified. Dewatering systems that cause a loss of soil fines from the foundation areas will not be permitted.

The contractor shall furnish the contracting officer, in writing, a proposed plan for dewatering before commencing with any construction activity for which dewatering may be required, unless waived in section 8 of this specification. Acceptance of this plan or the waiving of the plan requirement will not relieve the contractor of the responsibilities for completing the specified work.

### **4. Dewatering borrow areas**

The contractor shall maintain all borrow areas free of surface water or otherwise provide for timely and effective removal of surface and subsurface water that accumulates within the borrow area, unless waived in section 8 of this specification. Borrow material shall be processed as necessary to achieve proper and uniform moisture content at the time of placement.

If pumping to dewater borrow areas is included as a bid item of work in the bid schedule, each pump discharge pipe shall be equipped with a water meter. The meter shall be such that the measured quantity of water is accurate within 3 percent of the true quantity. The contractor shall provide necessary support to perform accuracy tests of the water meter when requested by the contracting officer.

### **5. Erosion and pollution control**

Removal of water from the construction site, including the borrow areas, shall be accomplished so that erosion and the transporting of sediment and other pollutants are minimized. Dewatering activities shall be accomplished in a manner that the water table water quality is not altered. Pollution control activities

shall not conflict with the requirements of Construction Specification 5, Pollution Control, if it is a part of this contract.

## **6. Removal of temporary works**

When temporary works are no longer needed, the contractor shall remove and return the area to a condition similar to that which existed before construction. Areas where temporary works were located shall be graded for sightly appearance with no obstruction to natural surface waterflows or the proper functioning and access to the works of improvement installed. The contractor shall exercise extreme care during the removal stages to minimize the loss of soil sediment and debris that was trapped during construction.

Pipes, casings, and any other material used to dewater the site shall be removed from temporary wells. The wells shall be filled to ground level with clean gravel or other suitable material approved by the contracting officer. The contractor shall exercise extreme care to prevent pollution of the ground water by these actions.

## **7. Measurement and payment**

*Method 1*—Items of work listed in the bid schedule for removal of water, diverting surface water, and dewatering construction sites and borrow areas are paid for at the contract lump sum prices. Such payment will constitute full compensation for all labor, equipment, tools, and all other items necessary and incidental to the completion of the work.

*Method 2*—Items of work listed in the bid schedule for removal of water, diverting surface water, dewatering construction sites, and dewatering borrow areas are paid for at the contract lump sum prices. Such payment will constitute full compensation for furnishing, installing, operating, and maintaining the necessary trenches, drains, sumps, pumps, and piping and for all labor, equipment, tools, and all other items necessary and incidental to the completion of the work. The exception is that additional payment for pumping to dewater borrow areas and the removal of water will be made as described in the following paragraph.

If pumping to dewater borrow areas is a contract bid item, payment is made at the contract unit price, which shall be the price per 1,000 gallons shown in the bid schedule. Such payment will constitute full compensation for pumping only. Compensation for equipment and preparation and for other costs associated with pumping is included in the lump sum payment for removal of water or the lump sum payment for dewatering the borrow areas. Payment is made only for pumping that is necessary to dewater borrow areas that cannot be effectively drained by gravity or that must have the water table lowered to be usable as a suitable borrow source. Pumping for other purposes will not be included for payment under this item.

*All Methods*—The following provisions apply to all methods of measurement and payment. Compensation for any item of work described in the contract, but not listed in the bid schedule is included in the payment for the contract line item to which it is made subsidiary. Such items and the items to which they are made subsidiary are identified in section 8 of this specification.

## **8. Items of work and construction details**

8. Items of work and construction details

In Section 7, Measurement and payment, Method 1 shall apply.

Items of work to be performed in conformance with this specification and the construction details therefore are:

a. Bid Item 6, Removal of Water

- (1) This item shall consist of all operations necessary to accomplish the work defined in Section 1 of this specification.
- (2) Written plans for diverting surface waters and for dewatering the site are required. The Contractor's plans for diverting surface waters and dewatering the site shall be submitted to the Contracting Officer prior to the start of construction operations.
- (3) There is no guarantee that the slide gate at the site will function in order to dewater the site. Therefore, pumping or siphoning of the site may be required in order to keep site dewatered and water level down.

## **Construction Specification 21—Excavation**

### **1. Scope**

The work shall consist of the excavation required by the drawings and specifications and disposal of the excavated materials.

### **2. Classification**

Excavation is classified as common excavation, rock excavation, or unclassified excavation in accordance with the following definitions.

*Common excavation* is defined as the excavation of all materials that can be excavated, transported, and unloaded using heavy ripping equipment and wheel tractor-scrappers with pusher tractors or that can be excavated and dumped into place or loaded onto hauling equipment by excavators having a rated capacity of one cubic yard or larger and equipped with attachments (shovel, bucket, backhoe, dragline, or clam shell) appropriate to the material type, character, and nature of the materials.

*Rock excavation* is defined as the excavation of all hard, compacted, or cemented materials that require blasting or the use of ripping and excavating equipment larger than defined for common excavation. The excavation and removal of isolated boulders or rock fragments larger than 1 cubic yard encountered in materials otherwise conforming to the definition of common excavation shall be classified as rock excavation. The presence of isolated boulders or rock fragments larger than 1 cubic yard is not in itself sufficient cause to change the classification of the surrounding material.

For the purpose of these classifications, the following definitions shall apply:

*Heavy ripping equipment* is a rear-mounted, heavy duty, single-tooth, ripping attachment mounted on a track type tractor having a power rating of at least 250 flywheel horsepower unless otherwise specified in section 10.

*Wheel tractor-scraper* is a self-loading (not elevating) and unloading scraper having a struck bowl capacity of at least 12 cubic yards.

*Pusher tractor* is a track type tractor having a power rating of at least 250 flywheel horsepower equipped with appropriate attachments.

*Unclassified excavation* is defined as the excavation of all materials encountered, including rock materials, regardless of their nature or the manner in which they are removed.

### **3. Blasting**

The transportation, handling, storage, and use of dynamite and other explosives shall be directed and supervised by a person(s) of proven experience and ability who is authorized and qualified to conduct blasting operations.

Blasting shall be done in a manner as to prevent damage to the work or unnecessary fracturing of the underlying rock materials and shall conform to any special requirements in section 10 of this specification. When specified in section 10, the contractor shall furnish the engineer, in writing, a blasting plan before blasting operations begin.

### **4. Use of excavated material**

*Method 1*—To the extent they are needed, all suitable material from the specified excavations shall be used in the construction of required permanent earthfill or rockfill. The suitability of material for specific purposes is determined by the engineer. The contractor shall not waste or otherwise dispose of suitable excavated material.

**Method 2**—Suitable material from the specified excavations may be used in the construction of required earthfill or rockfill. The suitability of material for specific purposes is determined by the engineer.

## **5. Disposal of waste materials**

**Method 1**—All surplus or unsuitable excavated materials are designated as waste and shall be disposed of at the locations shown on the drawings.

**Method 2**—All surplus or unsuitable excavated materials are designated as waste and shall be disposed of by the contractor at sites of his own choosing away from the site of the work. The disposal shall be in an environmentally acceptable manner that does not violate local rules and regulations.

## **6. Excavation limits**

Excavations shall comply with OSHA Construction Industry Standards (29CFR Part 1926) Subpart P, Excavations, Trenching, and Shoring. All excavations shall be completed and maintained in a safe and stable condition throughout the total construction phase. Structure and trench excavations shall be completed to the specified elevations and to the length and width required to safely install, adjust, and remove any forms, bracing, or supports necessary for the installation of the work. Excavations outside the lines and limits shown on the drawings or specified herein required to meet safety requirements shall be the responsibility of the contractor in constructing and maintaining a safe and stable excavation.

## **7. Borrow excavation**

When the quantities of suitable material obtained from specified excavations are insufficient to construct the specified earthfills and earth backfills, additional material shall be obtained from the designated borrow areas. The extent and depth of borrow pits within the limits of the designated borrow areas shall be as specified in section 10 or as approved by the engineer.

Borrow pits shall be excavated and finally dressed to blend with the existing topography and sloped to prevent ponding and to provide drainage.

## **8. Overexcavation**

Excavation in rock beyond the specified lines and grades shall be corrected by filling the resulting voids with portland cement concrete made of materials and mix proportions approved by the engineer. Concrete that will be exposed to the atmosphere when construction is completed shall meet the requirements of concrete selected for use under Construction Specification 31, Concrete for Major Structures, or 32, Structure Concrete, as appropriate.

Concrete that will be permanently covered shall contain not less than five bags of cement per cubic yard. The concrete shall be placed and cured as specified by the engineer.

Excavation in earth beyond the specified lines and grades shall be corrected by filling the resulting voids with approved, compacted earthfill. The exception to this is that if the earth is to become the subgrade for riprap, rockfill, sand or gravel bedding, or drainfill, the voids may be filled with material conforming to the specifications for the riprap, rockfill, bedding, or drainfill. Before correcting an overexcavation condition, the contractor shall review the planned corrective action with the engineer and obtain approval of the corrective measures.

## **9. Measurement and payment**

For items of work for which specific unit prices are established in the contract, the volume of each type and class of excavation within the specified pay limits is measured and computed to the nearest cubic yard by the method of average cross-sectional end areas or by methods outlined in section 10 of this specification. Regardless of quantities excavated, the measurement for payment is made to the specified pay limits except that excavation outside the specified lines and grades directed by the engineer to remove unsuitable material is included. Excavation required because unsuitable conditions result from the

contractor's improper construction operations, as determined by the engineer, is not included for measurement and payment.

**Method 1**—The pay limits shall be as designated on the drawings.

**Method 2**—The pay limits shall be defined as follows:

a. The upper limit shall be the original ground surface as it existed before the start of construction operations except that where excavation is performed within areas designated for previous excavation or earthfill, the upper limit shall be the modified ground surface resulting from the specified previous excavation or earthfill.

b. The lower and lateral limits shall be the neat lines and grades shown on the drawings.

**Method 3**—The pay limits shall be defined as follows:

a. The upper limit shall be the original ground surface as it existed before the start of construction operations except that where excavation is performed within areas designated for previous excavation or earthfill, the upper limit shall be the modified ground surface resulting from the specified previous excavation or earthfill.

b. The lower and lateral limits shall be the true surface of the completed excavation as directed by the engineer.

**Method 4**—The pay limits shall be defined as follows:

a. The upper limit shall be the original ground surface as it existed before the start of construction operations except that where excavation is performed within areas designated for previous excavation or earthfill, the upper limit shall be the modified ground surface resulting from the specified previous excavation or earthfill.

b. The lower limit shall be at the bottom surface of the proposed structure.

c. The lateral limits shall be 18 inches outside of the outside surface of the proposed structure or shall be vertical planes 18 inches outside of and parallel to the footings, whichever gives the larger pay quantity, except as provided in d below.

d. For trapezoidal channel linings or similar structures that are to be supported upon the sides of the excavation without intervening forms, the lateral limits shall be at the underside of the proposed lining or structure.

e. For the purposes of the definitions in b, c, and d, above, any specified bedding or drainfill directly beneath or beside the structure will be considered to be a part of the structure.

**All methods**—The following provisions apply to all methods of measurement and payment.

Payment for each type and class of excavation is made at the contract unit price for that type and class of excavation. Such payment will constitute full compensation for all labor, materials, equipment, and all other items necessary and incidental to the performance of the work except that extra payment for backfilling overexcavation will be made in accordance with the following provisions.

Payment for backfilling overexcavation, as specified in section 8 of this specification, is made only if the excavation outside specified lines and grades is directed by the engineer to remove unsuitable material and if the unsuitable condition is not a result of the contractor's improper construction operations as determined by the engineer.

Compensation for any item of work described in the contract, but not listed in the bid schedule is included in the payment for the item of work to which it is made subsidiary. Such items and the items to which they are made subsidiary are identified in section 10 of this specification.

**10. Items of work and construction details**

10. Item of work and construction details

Items of work to be performed in conformance with this specification and the applicable construction details are contained in Construction Specification 420, Site Preparation.

## **Construction Specification 23—Earthfill**

### **1. Scope**

The work consists of the construction of earth embankments, other earthfills, and earth backfills required by the drawings and specifications.

*Earthfill* is composed of natural earth materials that can be placed and compacted by construction equipment operated in a conventional manner.

*Earth backfill* is composed of natural earth material placed and compacted in confined spaces or adjacent to structures (including pipes) by hand tamping, manually directed power tampers or vibrating plates, or their equivalent.

### **2. Material**

All fill material shall be obtained from required excavations and designated borrow areas. The selection, blending, routing, and disposition of material in the various fills shall be subject to approval by the engineer.

Fill materials shall contain no frozen soil, sod, brush, roots, or other perishable material. Rock particles larger than the maximum size specified for each type of fill shall be removed prior to compaction of the fill.

The types of material used in the various fills shall be as listed and described in the specifications and drawings.

### **3. Foundation preparation**

Foundations for earthfill shall be stripped to remove vegetation and other unsuitable material or shall be excavated as specified.

Except as otherwise specified, earth foundation surfaces shall be graded to remove surface irregularities and shall be scarified parallel to the axis of the fill or otherwise acceptably scored and loosened to a minimum depth of 2 inches. The moisture content of the loosened material shall be controlled as specified for the earthfill, and the surface material of the foundation shall be compacted and bonded with the first layer of earthfill as specified for subsequent layers of earthfill.

Earth abutment surfaces shall be free of loose, uncompacted earth in excess of 2 inches in depth normal to the slope and shall be at such a moisture content that the earthfill can be compacted against them to produce a good bond between the fill and the abutments.

Rock foundation and abutment surfaces shall be cleared of all loose material by hand or other effective means and shall be free of standing water when fill is placed upon them. Occasional rock outcrops in earth foundations for earthfill, except in dams and other structures designed to restrain the movement of water, shall not require special treatment if they do not interfere with compaction of the foundation and initial layers of the fill or the bond between the foundation and the fill.

Foundation and abutment surfaces shall be no steeper than one horizontal to one vertical unless otherwise specified. Test pits or other cavities shall be filled with compacted earthfill conforming to the specifications for the earthfill to be placed upon the foundation.

### **4. Placement**

Earthfill shall not be placed until the required excavation and foundation preparation have been completed and the foundation has been inspected and approved by the engineer. Earthfill shall not be placed upon a frozen surface nor shall snow, ice, or frozen material be incorporated in the earthfill matrix.

Earthfill shall be placed in approximately horizontal layers. The thickness of each layer before compaction shall not exceed the maximum thickness specified in section 10 or shown on the drawings. Materials placed by dumping in piles or windrows shall be spread uniformly to not more than the specified thickness before being compacted.

Hand compacted earth backfill shall be placed in layers whose thickness before compaction does not exceed the maximum thickness specified for layers of earth backfill compacted by manually directed power tampers.

Earth backfill shall be placed in a manner that prevents damage to the structures and allows the structures to assume the loads from the earth backfill gradually and uniformly. The height of the earth backfill adjacent to a structure shall be increased at approximately the same rate on all sides of the structure.

Earthfill and earth backfill in dams, levees, and other structures designed to restrain the movement of water shall be placed to meet the following additional requirements:

- (a) The distribution of materials throughout each zone shall be essentially uniform, and the earthfill shall be free from lenses, pockets, streaks, or layers of material differing substantially in texture, moisture content, or gradation from the surrounding material. Zone earthfills shall be constructed concurrently unless otherwise specified.
- (b) The surface of each layer shall be scarified parallel to the axis of the fill to a depth of not less than 2 inches before the next layer is placed.
- (c) The top surface of embankments shall be maintained approximately level during construction with two exceptions: A crown or cross-slope of about 2 percent shall be maintained to ensure effective drainage, or as otherwise specified for drainfill or sectional zones.
- (d) Dam embankments shall be constructed in continuous layers from abutment to abutment except where openings to facilitate construction or to allow the passage of streamflow during construction are specifically authorized in the contract.
- (e) Embankments built at different levels as described under (c) or (d) above shall be constructed so that the slope of the bonding surfaces between embankment in place and embankment to be placed is not steeper than 3 feet horizontal to 1 foot vertical. The bonding surface of the embankment in place shall be stripped of all material not meeting the requirements of this specification and shall be scarified, moistened, and recompactd when the new earthfill is placed against it. This ensures a good bond with the new earthfill and obtains the specified moisture content and density at the contact of the in-place and new earthfills.

## **5. Control of moisture content**

During placement and compaction of earthfill and earth backfill, the moisture content of the material being placed shall be maintained within the specified range.

The application of water to the earthfill material shall be accomplished at the borrow areas insofar as practicable. Water may be applied by sprinkling the material after placement on the earthfill, if necessary. Uniform moisture distribution shall be obtained by disking.

Material that is too wet when deposited on the earthfill shall either be removed or be dried to the specified moisture content prior to compaction.

If the top surface of the preceding layer of compacted earthfill or a foundation or abutment surface in the zone of contact with the earthfill becomes too dry to permit suitable bond, it shall either be removed or scarified and moistened by sprinkling to an acceptable moisture content before placement of the next layer of earthfill.

## **6. Compaction**

**Earthfill**—Earthfill shall be compacted according to the following requirements for the class of compaction specified:

**Class A compaction**—Each layer of earthfill shall be compacted as necessary to provide the density of the earthfill matrix not less than the minimum density specified in Section 10 or identified on the drawings. The earthfill matrix is defined as the portion of the earthfill material finer than the maximum particle size allowed in the reference compaction test method specified (ASTM D698 or ASTM D1557).

**Class B compaction**—Each layer of earthfill shall be compacted to a mass density not less than the minimum density specified.

**Class C compaction**—Each layer of earthfill shall be compacted by the specified number of passes of the type and weight of roller or other equipment specified or by an approved equivalent method. Each pass shall consist of at least one passage of the roller wheel or drum over the entire surface of the layer.

**Earth backfill**—Earth backfill adjacent to structures shall be compacted to a density equivalent to that of the surrounding in-place earth material or adjacent required earthfill or earth backfill. Compaction shall be accomplished by hand tamping or manually directed power tampers, plate vibrators, walk-behind, miniature, or self-propelled rollers. Unless otherwise specified heavy equipment including backhoe mounted power tampers or vibrating compactors and manually directed vibrating rollers shall not be operated within 3 feet of any structure. Towed or self-propelled vibrating rollers shall not be operated within 5 feet of any structure. Compaction by means of drop weights operating from a crane or hoist is not permitted.

The passage of heavy equipment will not be allowed:

- Over cast-in-place conduits within 14-days after placement of the concrete
- Over cradled or bedded precast conduits within 7 days after placement of the concrete cradle or bedding
- Over any type of conduit until the backfill has been placed above the top surface of the structure to a height equal to one-half the clear span width of the structure or pipe or 3 feet, whichever is greater, except as may be specified in section 10.

Compacting of earth backfill adjacent to structures shall not be started until the concrete has attained the strength specified in section 10 for this purpose. The strength is determined by compression testing of test cylinders cast by the contractor's quality control personnel for this purpose and cured at the work site in the manner specified in ASTM C 31 for determining when a structure may be put into service.

When the required strength of the concrete is not specified as described above, compaction of earth backfill adjacent to structures shall not be started until the following time intervals have elapsed after placement of the concrete.

Structure	Time interval (days)
Vertical or near-vertical walls with earth loading on one side only	14
Walls backfilled on both sides simultaneously	7
Conduits and spillway risers, cast-in-place (with inside forms in place)	7
Conduits and spillway risers, cast-in-place (inside forms removed)	14
Conduits, pre-cast, cradled	2
Conduits, pre-cast, bedded	1

### **7. Reworking or removal and replacement of defective earthfill**

Earthfill placed at densities lower than the specified minimum density or at moisture contents outside the specified acceptable range of moisture content or otherwise not conforming to the requirements of the specifications shall be reworked to meet the requirements or removed and replaced by acceptable earthfill. The replacement earthfill and the foundation, abutment, and earthfill surfaces upon which it is placed shall conform to all requirements of this specification for foundation preparation, approval, placement, moisture control, and compaction.

### **8. Testing**

During the course of the work, the contractor shall perform quality control tests, as applicable, to identify earthfill and earth backfill materials; determine the reference maximum density and optimum moisture content; and document that the moisture content of material at the time of compaction and the density of earthfill and earth backfill in place conform to the requirements of this specification.

*Determining Reference Maximum Density and Optimum Moisture Content*—For Class A compaction, the reference maximum density and optimum moisture content shall be determined in accordance with the compaction test and method specified on the drawings or in section 10.

*Documenting Specification Conformance*—In-place densities of earthfill and earth backfill requiring Class A compaction shall be measured in accordance with ASTM D1556, D2167, D2937, or D6938. Moisture contents of earthfill and earth backfill at the time of compaction shall be measured in accordance with ASTM D2216, D4643, or D6938. Values of moisture content determined by ASTM D2216 are considered the true value of the soil moisture. Values of moisture content determined by ASTM D4643 or D6938 shall be verified by comparison to values obtained by ASTM D2216. Values of in-place density and moisture content determined by these tests shall be compared to the minimum density and moisture content range specified on the drawings or in section 10.

*Correction for Oversize Particles*—If the materials to be used for earthfill or earth backfill contain more than 5 percent by dry weight of oversize rock particles (particles larger than those allowed in the specified compaction test and method), corrections for oversize particles shall be made using the appropriate procedures explained in ASTM D4718.

### **9. Measurement and payment**

For items of work for which specific unit prices are established in the contract, the volume of each type and compaction class of earthfill and earth backfill within the specified zone boundaries and pay limits is measured and computed to the nearest cubic yard by the method of average cross-sectional end areas. Unless otherwise specified in section 10, no deduction in volume is made for embedded items, such as, but not limited to, conduits, inlet structures, outlet structures, embankment drains, sand diaphragm and outlet, and their appurtenances.

The pay limits shall be as defined below, with the further provision that earthfill required to fill voids resulting from overexcavation of the foundation, outside the specified lines and grades, will be included in the measurement for payment only under the following conditions:

- Where such overexcavation is directed by the engineer to remove unsuitable material, and
- Where the unsuitable condition is not a result of the contractor's improper construction operations as determined by the engineer.

Earthfill beyond the specified lines and grades to backfill excavation required for compliance with OSHA requirements will be considered subsidiary to the earthfill bid item(s).

*Method 1*—The pay limits shall be as designated on the drawings.

**Method 2**—The pay limits shall be the measured surface of the foundation when approved for placement of the earthfill and the specified neat lines of the earthfill surface.

**Method 3**—The pay limits shall be the measured surface of the foundation when approved for placement of the earthfill and the measured surface of the completed earthfill.

**Method 4**—The pay limits shall be the specified pay limits for excavation and the specified neat lines of the earthfill surface.

**Method 5**—The pay limits shall be the specified pay limits for excavation and the measured surface of the completed earthfill.

**Method 6**—Payment for each type and compaction class of earthfill and earth backfill is made at the contract unit price for that type and compaction class of earthfill. Such payment will constitute full compensation for all labor, material, equipment, and all other items necessary and incidental to the performance of the work.

**Method 7**—Payment for each type and compaction class of earthfill and earth backfill is made at the contract unit price for that type and compaction class of earthfill. Such payment will constitute full compensation for all labor, material, equipment, and all other items necessary and incidental to the performance of the work except furnishing, transporting, and applying water to the foundation and earthfill material. Water applied to the foundation and earthfill material is measured and payment made as specified in Construction Specification 10.

**All methods**—The following provisions apply to all methods of measurement and payment. Compensation for any item of work described in the contract, but not listed in the bid schedule is included in the payment for the item of work to which it is made subsidiary. Such items and the items to which they are made subsidiary are identified in section 10 of this specification.

## **10. Items of work and construction details**

10. **Items of work and construction details**

**Items of work to be performed in conformance with this specification and the applicable construction details are contained in Construction Specification 420, Site Preparation.**

## **Construction Specification 26—Topsoiling**

### **1. Scope**

The work consists of furnishing and spreading topsoil to specified depths at locations shown on the drawings.

### **2. Quality of topsoil**

Topsoil shall consist of friable surface soil reasonably free of grass, roots, weeds, sticks, rocks, or other unsuitable material. Additional quality requirements, if any, are in section 7 of this specification.

### **3. Furnishing**

*Method 1*—Topsoil shall be salvaged from designated earth surfaces that will be disturbed by construction activities. After designated sites have been cleared and grubbed, the topsoil shall be removed from the designated areas and stockpiled at locations shown on the drawings or acceptable to the engineer. Unsuitable material encountered during removal of topsoil shall be disposed of at locations shown on the drawings or approved by the engineer, or it will be otherwise hauled and disposed of at locations removed from the construction site. The contractor is responsible for complying with all local rules and regulations and the payment of any and all fees that may result from the disposal at locations outside the construction work limits.

*Method 2*—Topsoil shall be furnished from an offsite source designated by the contractor. The engineer shall be granted access to the source for inspection and acceptance before delivery to the site. Test results and samples shall be provided when specified in section 7 of this specification.

### **4. Stockpiling**

Stockpiles of topsoil shall not conflict with the requirements of Construction Specification 5, Pollution Control, when made a part of this contract.

### **5. Spreading**

*Method 1*—Spreading shall not be conducted when the ground or topsoil is frozen, excessively wet, or otherwise in a condition detrimental to uniform spreading operations. Surfaces designated to receive a topsoil application shall be lightly scarified just before the spreading operation.

Following the spreading operation, the topsoil surface shall be left reasonably smooth and without ruts or surface irregularities that could contribute to concentrated waterflow downslope.

*Method 2*—Spreading shall not be performed when the ground or topsoil is frozen, excessively wet, or otherwise in a condition detrimental to uniform spreading operations. Surfaces designated to receive a topsoil application shall be lightly scarified just before the spreading operation. Where compacted earthfills are designated to be topsoiled, the topsoil shall be placed concurrently with the earthfill and shall be bonded to the compacted fill with the compacting equipment.

Following the spreading operation, the topsoil surface shall be left reasonably smooth and without ruts or surface irregularities that could contribute to concentrated waterflow downslope.

### **6. Measurement and payment**

*Method 1*—The total surface covered by topsoil is measured and the area(s) computed to the nearest square yard. Payment for furnishing and placing topsoil is made at the contract unit price.

*Method 2*—The total surface covered by topsoil, except the surface area of embankments, levees, dikes, and other earthfills not included for payment, is measured and the area(s) computed to the nearest square

yard.

Payment for topsoil spread on the surface of embankments, levees, dikes, and other earthfills is included in the measurement and payment for that item of earthfill where topsoil application occurred.

**Method 3**—For items of work for which specific unit prices are established in the contract, the volume of topsoil furnished and spread is computed to the nearest cubic yard by the method of average cross-sectional end areas from surveys of the excavated topsoil stockpile or, if not stockpiled, cross-sectional surveys of the borrow area(s). Payment for furnishing and spreading topsoil is made at the contract unit price.

**All methods**—The following provisions apply to all methods of measurement and payment. Compensation for any item of work described in the contract, but not listed in the bid schedule is included in the payment for the item of work to which it is made subsidiary. Such items and the items to which they are made subsidiary are identified in section 7 of this specification.

**All payment methods**—Payment will constitute full compensation for all labor, equipment, material, and all other items necessary and incidental to the completion of the work. This includes excavating, stockpiling, hauling, spreading, and the wasting of unsuitable excavated material.

## **7. Items of work and construction details**

7. Items of work and construction details

In Section 3, Furnishing, Method 1 shall apply.

In Section 5, Spreading, Method 1 shall apply.

Items of work to be performed in conformance with this specification and the construction details therefore are:

a. Subsidiary Item, Topsoil

- (1) This item shall consist of salvaging of approved topsoil from required excavations; from the foundation stripping operations; and from the borrow area and placing and spreading it on the areas shown or designated and specified in the drawings.
- (2) The depth of topsoil for the embankment and auxiliary spillway shall be 6 inches measured normal to the slope.
- (3) Finished grades shall be maintained at that specified, and the final surfaces of topsoiled areas shall be dressed by blading, dragging, or floating operations.
- (4) Exposed cut slope areas shall have a minimum of 6 inches of topsoil applied to promote vegetation establishment. Areas where the surface is claystone or sandstone shall be chiseled and plowed a minimum of 6 inches deep to provide an adequate bonding surface for the topsoil material. The prepared surface shall be approved by the GR before placement of topsoil.
- (5) Topsoiling of the embankment below the principal spillway crest elevation is not required.
- (6) Separate payment will not be made for this item. Compensation for this item will be included in the payment for the bid item Site Preparation, and Shaping and Smoothing, as appropriate.

## **Construction Specification 27—Diversions and Waterways**

### **1. Scope**

The work consists of all excavations, shaping, grading, and earthfills required to construct the diversions and waterways as shown on the drawings or as staked in the field.

### **2. Material**

The earth material used in constructing the earthfill portions of the diversions or waterways shall be suitable material obtained from required excavations or earth material obtained from designated borrow areas. Material for earthfills shall be free from frozen material, brush, roots, sod, stones over 6 inches in diameter, or other objectionable material.

### **3. Foundation preparation**

Foundations for earthfill shall be stripped to remove vegetation and other unsuitable materials or shall be excavated as specified.

Except as otherwise specified, earth foundation surfaces shall be graded to remove surface irregularities and shall be scarified parallel to the axis of the earthfill or otherwise acceptably scored and loosened to a minimum depth of 2 inches. The moisture content of the loosened material shall be controlled as specified for the earthfill, and the surface material of the foundation shall be compacted and bonded with the first layer of earthfill as specified for subsequent layers of earthfill.

Earth abutment surfaces shall be free of loose, uncompacted earth in excess of 2 inches in depth normal to the slope and shall be at such a moisture content that the earthfill can be compacted against them to produce a good bond between the earthfill and the abutments.

### **4. Placement**

Earthfill material shall not be placed until the required foundation preparation is complete, inspected, and approved for placement. Earthfill shall not be placed upon a frozen surface. Earthfill shall be placed in horizontal layers not exceeding 9 inches in thickness. The moisture content of the earthfill materials shall be sufficient to obtain firm and suitable compaction. Compaction shall be obtained by routing the hauling and spreading equipment over the earthfill material so that the entire surface of each layer is traversed by not less than one track tread of the loaded equipment, or equivalent methods approved by the engineer.

### **5. Excavation**

Excavation shall be to the lines and grades shown on the drawings or as staked in the field. All surplus and unsuitable material is designated as waste and shall be disposed of at locations shown on the drawings or at a location approved by the engineer.

### **6. Measurement and payment**

*Method 1*—For items of work for which specific unit prices are established in the contract, the length of

waterway or diversion is determined to the nearest linear foot by measurement along the centerline of the waterway or diversion. Such payment will constitute full compensation for all labor, material, equipment, and all other items necessary and incidental to the performance of the work.

**Method 2**—For items of work for which specific lump sum prices are established in the contract, the quantity of waterways or diversions is not measured for payment. Payment for waterways and diversions is made at the contract lump sum price and shall constitute full compensation for all labor, material, equipment, and all other items necessary and incidental to the performance of the work.

**Method 3**—The pay limits for excavation and earthfill shall be as designated on the drawings. Payment for excavation and earthfill to construct the waterways and diversions is separately measured and computed to the nearest cubic yard by the method of average cross-sectional end areas. Payment for excavation and earthfill is made at the unit price bid and shall constitute full compensation for all labor, material, equipment, and all other items necessary and incidental to the performance of the work.

**All methods**—The following provisions apply to all methods of measurement and payment. Compensation for any item of work described in the contract, but not listed in the bid schedule is included in the payment for the item of work to which it is made subsidiary. Such items and the items to which they are made subsidiary are identified in section 7 of this specification.

## **7. Items of work and construction details**

7. Items of work and construction details

Items of work to be performed in conformance with this specification and the construction details therefore are:

a. Bid Item 7, Waterbar

- (1) This item shall consist of all work required to construct the waterbar as specified in the construction drawings.
- (2) The location of the waterbar shown on the drawings is approximate. The final location shall be designated by the Engineer.
- (3) In Section 2, Materials, the materials used to construct the waterbar shall come from the footprint of the waterbar as staked and as shown in the construction drawings.
- (4) In Section 6, Measurement and payment, Method 2 shall apply.

## Construction Specification 61—Rock Riprap

### 1. Scope

The work shall consist of the construction of rock riprap revetments and blankets, including filter or bedding where specified.

### 2. Material

Rock riprap shall conform to the requirements of Material Specification 523, Rock for Riprap, or if so specified, shall be obtained from designated sources. It shall be free from dirt, clay, sand, rock fines, and other material not meeting the required gradation limits.

At least 30 days before rock is delivered from other than designated sources, the contractor shall designate in writing the source from which rock material will be obtained and provide information satisfactory to the contracting officer that the material meets contract requirements. The contractor shall provide the contracting officer's technical representative (COTR) free access to the source for the purpose of obtaining samples for testing. The size and grading of the rock shall be as specified in section 8.

Rock from approved sources shall be excavated, selected, and processed to meet the specified quality and grading requirements at the time the rock is installed.

Based on a specific gravity of 2.65 (typical of limestone and dolomite) and assuming the individual rock is shaped midway between a sphere and a cube, typical size/weight relationships are:

Sieve size of rock	Approx. weight of rock	Weight of test pile
16 inches	300 pounds	6,000 pounds
11 inches	100 pounds	2,000 pounds
6 inches	15 pounds	300 pounds

When specified in Section 8 or when it is necessary to verify the gradation of the rock riprap, a particle size analysis shall be performed in accordance with ASTM D5519, Test Method A or B. The analysis shall be performed at the work site on a test pile of representative rock. The mass of the test pile shall be at least 20 times the mass of the largest rock in the pile. The results of the test shall be compared to the gradation required for the project. Test pile results that do not meet the construction specifications shall be cause for the rock to be rejected. The test pile that meets contract requirements shall be left on the job site as a sample for visual comparison. The test pile shall be used as part of the last rock riprap to be placed.

**Filter or bedding aggregates** when required shall conform to Material Specification 521, Aggregates for Drainfill and Filters, unless otherwise specified. Geotextiles shall conform to Material Specification 592, Geotextile.

### **3. Subgrade preparation**

The subgrade surface on which the rock riprap, filter, bedding, or geotextile is to be placed shall be cut or filled and graded to the lines and grades shown on the drawings. When fill to subgrade lines is required, it shall consist of approved material and shall conform to the requirements of the specified class of earthfill.

Rock riprap, filter, bedding, or geotextile shall not be placed until the foundation preparation is completed and the subgrade surface has been inspected and approved.

### **4. Equipment-placed rock riprap**

The rock riprap shall be placed by equipment on the surface and to the depth specified. It shall be installed to the full course thickness in one operation and in such a manner as to avoid serious displacement of the underlying material. The rock for riprap shall be delivered and placed in a manner that ensures the riprap in place is reasonably homogeneous with the larger rocks uniformly distributed and firmly in contact one to another with the smaller rocks and spalls filling the voids between the larger rocks. Some hand placing may be required to provide a neat and uniform surface.

Rock riprap shall be placed in a manner to prevent damage to structures. Hand placing is required as necessary to prevent damage to any new and existing structures.

### **5. Hand placed rock riprap**

The rock riprap shall be placed by hand on the surface and to the depth specified. It shall be securely bedded with the larger rocks firmly in contact one to another without bridging. Spaces between the larger rocks shall be filled with smaller rocks and spalls. Smaller rocks shall not be grouped as a substitute for larger rock. Flat slab rock shall be laid on its vertical edge except where it is laid like paving stone and the thickness of the rock equals the specified depth of the riprap course.

### **6. Filter or bedding**

When the contract specifies filter, bedding, or geotextile beneath the rock riprap, the designated material shall be placed on the prepared subgrade surface as specified. Compaction of filter or bedding aggregate is not required, but the surface of such material shall be finished reasonably smooth and free of mounds, dips, or windrows.

### **7. Measurement and payment**

**Method 1**—For items of work for which specific unit prices are established in the contract, the quantity of each type of rock riprap placed within the specified limits is computed to the nearest ton by actual weight. The volume of each type of filter or bedding aggregate is measured within the specified limits and computed to the nearest cubic yard by the method of average cross-sectional end areas. For each load of rock riprap placed as specified, the contractor shall furnish to the COTR a statement-of-delivery ticket showing the weight to the nearest 0.1 ton.

Payment is made at the contract unit price for each type of rock riprap, filter, or bedding. Such payment is considered full compensation for completion of the work.

**Method 2**—For items of work for which specific unit prices are established in the contract, the quantity of each type of rock riprap placed within the specified limits is computed to the nearest 0.1 ton by actual weight. The quantity of each type of filter or bedding aggregate delivered and

placed within the specified limits is computed to the nearest 0.1 ton. For each load of rock riprap placed as specified, the contractor shall furnish to the engineer a statement-of-delivery ticket showing the weight to the nearest 0.1 ton. For each load of filter or bedding aggregate, the contractor shall furnish to the COTR a statement-of-delivery ticket showing the weight to the nearest 0.1 ton.

Payment is made at the contract unit price for each type of rock riprap, filter, or bedding. Such payment is considered full compensation for completion of the work.

**Method 3**—For items of work for which specific unit prices are established by the contract, the volume of each type of rock riprap and filter or bedding aggregate is measured within the specified limits and computed to the nearest cubic yard by the method of average cross-sectional end areas.

Payment is made at the contract unit price for each type of rock riprap, filter, or bedding. Such payment is considered full compensation for completion of the work.

**Method 4**—For items of work for which specific unit prices are established by the contract, the volume of each type of rock riprap, including filter and bedding aggregate, is measured within the specified limits and computed to the nearest cubic yard by the method of average cross-sectional end areas.

Payment is made at the contract unit price for each type of rock riprap, including filter and bedding. Such payment is considered full compensation for completion of the work.

**Method 5**—For items of work for which specific unit prices are established by the contract, the quantity of each type of rock riprap placed within the specified limits is computed to the nearest ton by actual weight. For each load of rock for riprap placed as specified, the contractor shall furnish to the COTR a statement-of-delivery ticket showing the weight to the nearest 0.1 ton.

Payment is made at the contract unit price for each type of rock riprap, and includes compensation for any aggregate or geotextile installed as specified for filter or bedding. Such payment is considered full compensation for completion of the work.

**Method 6**—For items of work for which specific unit prices are established by the contract, the volume of each type of rock riprap is measured within the specified limits and computed to the nearest cubic yard by the method of average cross-sectional end areas.

Payment is made at the contract unit price for each type of rock riprap, and includes compensation for any aggregate or geotextile installed as specified for filter or bedding. Such payment is considered full compensation for completion of the work.

**All methods**—The following provision applies to all methods of measurement and payment. Compensation for any item of work described in the contract, but not listed in the bid schedule, is included in the payment for the item of work to which it is made subsidiary. Such items and the items to which they are made subsidiary are identified in section 8.

No separate payment is made for testing the gradation of the test pile. Compensation for testing is included in the appropriate bid item for riprap.

## **8. Items of work and construction details**

8. Items of work and construction details

In Section 2, Material, second paragraph, the Contractor shall provide written notice of proposed source of rock material at least five working days before delivery.

In Section 7, Measurement and payment, Method 1 shall apply.

Items of work to be performed in conformance with this specification and the construction details therefore are:

a. Bid Item 8, Rock Riprap

- (1) This item shall include furnishing and placing the loose rock riprap required for the rock lined wave berm and the rock armored groin as shown on the drawings.
- (2) Rock for use as riprap shall comply with the requirements of Material Specification 523, Rock Type 1.
- (3) Rock size requirements are shown on the construction drawings. Prior to delivery of rock to the construction site, the Contractor shall provide a certified gradation analysis from the rock quarry and other evidence satisfactory to the Engineer showing that the rock to be supplied complies with the specified gradation(s). Any differences of opinion between the Engineer, Contracting Officer, and the Contractor concerning gradation of the rock riprap being delivered to the site shall be resolved by dumping and checking the gradation of one random truck load of rock.
- (4) In the event such additional checking procedures become necessary, the mechanical equipment, scales, preparation of sorting site, and labor needed to prove the gradation by weighing shall be provided by the Contractor at no additional cost.
- (5) Rock will be subject to additional testing beyond ASTM's listed in Material Specification 523 when in judgment of the Engineer, delivered rock has defects that may not have been detected by the specified laboratory tests. These defects may result in accelerated weathering. Any rock delivered that experiences degradation when selected samples are placed in water for a time period of 7 days will be in non-compliance of the specification.
- (6) If at the time the rock is delivered to the construction site, separation or segregation of the smaller rock fraction from the larger rock fraction has occurred, the rock shall be reworked as necessary to insure a reasonably uniform distribution of the various rock sizes prior to placement of the rock. Due care shall be exercised during this reworking operation (if required) to prevent inclusion of earth or other undesirable materials in the riprap.
- (7) The contractor shall have various layers in the source rock quarry tested in accordance with ASTM D5240 if the rock quality is in question as determined by the Engineer.
- (8) Riprap delivery shall be made only during scheduled working hours and delivery tickets shall be furnished to the Inspector.
- (9) Riprap may be equipment placed. Equipment shall not be allowed on the rock during or after placement.
- (10) The items of work subsidiary to this bid item area:

- (a) Clearing and grubbing as specified in Construction Specification 2.

## Construction Specification 94—Contractor Quality Control

### 1. Scope

The work consists of developing, implementing, and maintaining a quality control system to ensure that the specified quality is achieved for all materials and work performed.

### 2. Equipment and materials

Equipment and material used for quality control shall be of the quality and condition required to meet the test specifications cited in the contract. Testing equipment shall be properly adjusted and calibrated at the start of operations and the calibration maintained at the frequency specified. Records of equipment calibration tests shall be available to the engineer at all times. Equipment shall be operated and maintained by qualified operators as prescribed in the manufacturer's operating instructions, the references specified, and as specified in section 10 of this specification. All equipment and materials used in performing quality control testing shall be as prescribed by the test standards referenced in the contract or in section 10.

All equipment and materials shall be handled and operated in a safe and proper manner and shall comply with all applicable regulations pertaining to their use, operation, handling, storage, and transportation.

### 3. Quality control system

*Method 1*—The contractor shall develop, implement, and maintain a system of quality control to provide the specified material testing and verification of material quality before use. The system activities shall include procedures to verify adequacy of completed work, initiate corrective action to be taken, and document the final results. The identification of the quality control personnel and their duties and authorities shall be submitted to the contracting officer in writing within 15 calendar days after notice of award.

*Method 2*—The contractor shall develop, implement, and maintain a system adequate to achieve the specified quality of all work performed, material incorporated, and equipment furnished before use. The system established shall be documented in a written plan developed by the contractor and approved by the contracting officer. The system activities shall include the material testing and inspection needed to verify the adequacy of completed work and procedures to be followed when corrective action is required. Daily records to substantiate the conduct of the system shall be maintained by the contractor. The quality control plan shall cover all aspects of quality control and shall address, as a minimum, all specified testing and inspection requirements. The plan provided shall be consistent with the planned performance in the contractor's approved construction schedule. The plan shall identify the contractor's onsite quality control manager and provide an organizational listing of all quality control personnel and their specific duties. The written plan shall be submitted to the contracting officer within 15 calendar days after notice of award. The contractor shall not proceed with any construction activity that requires inspection until the written plan is approved by the contracting officer.

*All methods*—The quality control system shall include, but not be limited to, a rigorous examination of construction material, processes, and operation, including testing of material and examination of manufacturer's certifications as required, to verify that work meets contract requirements and is performed in a competent manner.

### 4. Quality control personnel

*Method 1*—Quality control activities shall be accomplished by competent personnel. A competent person is: One who is experienced and capable of identifying, evaluating, and documenting that materials and processes being used will result in work that complies with the contract; and, who has authority to take prompt action to remove, replace, or correct such work or products not in compliance. Off-site testing

laboratories shall be certified or inspected by a nationally recognized entity. The Contractor shall submit to the Contracting Officer, for approval, laboratory certification or inspection information. The Contractor shall submit to the Contracting Officer, for approval, the names, qualifications, authorities, certifications, and availability of the competent personnel who will perform the quality control activities.

**Method 2**—Quality control activities shall be accomplished by competent personnel who are separate and apart from line supervision and who report directly to management. A competent person is one who is experienced and capable of identifying, evaluating, and documenting that material and processes being used will result in work that complies with the contract, and who has authorization to take prompt action to remove, replace, or correct such work or products not in compliance. Offsite testing laboratories shall be certified or inspected by a nationally recognized entity. The Contractor shall submit to the Contracting Officer, for approval, laboratory certification or inspection information. The contractor shall submit to the contracting officer, for approval, the names, qualifications, authorities, certifications, and availability of the competent personnel who will perform the quality control activities.

#### **5. Post-award conference**

The contractor shall meet with the contracting officer before any work begins and discuss the contractor's quality control system. The contracting officer and the contractor shall develop a mutual understanding regarding the quality control system, including procedures for correcting quality control issues.

#### **6. Records**

The contractor's quality control records shall document both acceptable and deficient features of the work and corrective actions taken. All records shall be on forms approved by the contracting officer, be legible, and be dated and signed by the competent person creating the record.

Unless otherwise specified in section 10 of this specification, records shall include:

- a. Documentation of shop drawings including date submitted to and date approved by the contracting officer, results of examinations, any need for changes or modifications, manufacturer's recommendations and certifications, if any, and signature of the authorized examiner.
- b. Documentation of material delivered including quantity, storage location, and results of quality control examinations and tests.
- c. Type, number, date, time, and name of individual performing quality control activities.
- d. The material or item inspected and tested, the location and extent of such material or item, and a description of conditions observed and test results obtained during the quality control activity.
- e. The determination that the material or item met the contract provisions and documentation that the engineer was notified.
- f. For deficient work, the nature of the defects, specifications not met, corrective action taken, and results of quality control activities on the corrected material or item.

#### **7. Reporting results**

The results of contractor quality control inspections and tests shall be communicated to the engineer immediately upon completion of the inspection or test. Unless otherwise specified in section 10, the original plus one copy of all records, inspections, tests performed, and material testing reports shall be submitted to the engineer within one working day of completion. The original plus one copy of documentation of material delivered shall be submitted to the engineer before the material is used.

#### **8. Access**

The contracting officer and the engineer shall be given free access to all testing equipment, facilities, sites, and related records for the duration of the contract.

## **9. Payment**

**Method 1**—For items of work for which lump sum prices are established in the contract, payment is made as the work proceeds, after presentation by the contractor of invoices showing related costs and evidence of charges by suppliers, subcontractors, and others for furnishing supplies and work performed. If the total of such payments is less than the lump sum contract price for this item, the remaining balance is included in the final contract payment. Payment of the lump sum contract price constitutes full compensation for completion of the work.

Payment is not made under this item for the purchase cost of material and equipment having a residual value.

**Method 2**—For items of work for which lump sum prices are established in the contract, payment is prorated and paid in equal amounts on each monthly estimate. The number of months used for prorating shall be the number estimated to complete the work. The final month's prorate amount is made with the final payment. Payment as described above constitutes full compensation for completion of the work.

Payment is not made under this item for the purchase cost of material and equipment having a residual value.

**All methods**—Compensation for any item of work described in the contract, but not listed in the bid schedule, is included in the payment for the item of work to which it is made subsidiary. Such items and the items to which they are made subsidiary are identified in section 10.

## **10. Items of work and construction details**

10. Items of work and construction details

In Section 3, Quality control system, Method 1 shall apply.

In Section 4, Quality control personnel, Method 1 shall apply.

Items of work to be performed in conformance with this specification and the construction details therefore are:

a. Bid Item 9, Contractor Quality Control

- (1) This item shall consist of furnishing all equipment, tools, materials, and labor and performing all work to accomplish the work defined in Section 1 of this specification.
- (2) The burden of proof that work performed meets contract requirements rests upon the Contractor. Quality assurance inspections and tests by the Government are for the sole benefit of the Government. The use of such words as "as approved by the Engineer or Contracting Officer" and words of like import in the specifications or drawings which refer to approval by the Contracting Officer are considered to be a part of the Government's Quality Assurance program and do not relieve the Contractor in any part for the Contractor's Quality Control Responsibilities as specified.
- (3) Quality Control is defined as a rigorous examination and inspection of construction materials, processes and operations to verify that the work being performed meets contract requirements and shall be performed by a qualified Inspector employed by or under contract to the Contractor.
- (4) The Contractor's quality control system shall be approved and operational before commencement of work.

## Construction Specification 95—Geotextile

### 1. Scope

This work consists of furnishing all material, equipment, and labor necessary for the installation of geotextiles.

### 2. Quality

Geotextiles shall conform to the requirements of Material Specification 592 and this specification.

### 3. Storage

Before use, the geotextile shall be stored in a clean, dry location out of direct sunlight, not subject to extremes of either hot or cold temperatures, and with the manufacturer's protective cover undisturbed. Receiving, storage, and handling at the job site shall be in accordance with the requirements listed in ASTM D 4873.

### 4. Surface preparation

The surface on which the geotextile is to be placed shall be graded to the neat lines and grades as shown on the drawings. It shall be reasonably smooth and free of loose rock and clods, holes, depressions, projections, muddy conditions, and standing or flowing water (unless otherwise specified in section 7 of this specification).

### 5. Placement

Before the geotextile is placed, the soil surface will be reviewed for quality assurance of the design and construction. The geotextile shall be placed on the approved prepared surface at the locations and in accordance with the details shown on the drawings and specified in section 7 of this specification. It shall be unrolled along the placement area and loosely laid, without stretching, in such a manner that it conforms to the surface irregularities when material or gabions are placed on or against it. The geotextile may be folded and overlapped to permit proper placement in designated area(s).

**Method 1**—The geotextile shall be joined by machine sewing using thread material meeting the chemical requirements for the geotextile fibers or yarn. Thread shall be polypropylene, polyester, or Kevlar™ aramid thread, unless a specific thread type is specified. The thread shall consist of two parallel stitched rows at a spacing of about 1 inch and shall not cross (except for any required re-stitching). The stitching shall be a lock-type stitch. Each row of stitching shall be located a minimum of 2 inches from the geotextile edge. Unless otherwise specified, the seam tensile strength as measured according to ASTM D4884 shall be a minimum of 90 percent of the geotextile tensile strength in the weakest principal direction as measured according to ASTM D4632.

The geotextile shall be temporarily secured during placement of overlying material to prevent slippage, folding, wrinkling, or other displacement of the geotextile. Unless otherwise specified, methods of securing shall not cause punctures, tears, or other openings to be formed in the geotextile.

**Method 2**—The geotextile shall be joined by overlapping a minimum of 18 inches (unless otherwise specified) and secured against the underlying foundation material. Securing pins, approved and provided by the geotextile manufacturer, shall be placed along the edge of the panel or roll material to adequately hold it in place during installation. Pins shall be steel or fiberglass formed as a U, L, or T shape or contain "ears" to prevent total penetration through the geotextile. Steel washers shall be provided on all but the U-shaped pins. The upstream or upslope geotextile shall overlap the abutting downslope geotextile. At vertical laps, securing pins shall be inserted through the bottom layers along a line through approximately the mid-point of the overlap. At horizontal laps and across slope laps, securing shall be inserted through the bottom layer only. Securing pins shall be placed along a line about 2 inches in from the edge of the placed geotextile at intervals not to exceed 12 feet unless otherwise specified. Additional pins shall be

installed as necessary and where appropriate to prevent any undue slippage or movement of the geotextile. The use of securing pins will be held to the minimum necessary. Pins are to remain in place unless otherwise specified.

Should the geotextile be torn or punctured, or the overlaps or sewn joint disturbed, as evidenced by visible geotextile damage, subgrade pumping, intrusion, or grade distortion, the backfill around the damaged or displaced area shall be removed and restored to the original approved condition. The repair shall consist of a patch of the same type of geotextile being used and overlaying the existing geotextile. When the geotextile seams are required to be sewn, the overlay patch shall extend a minimum of 1 foot beyond the edge of any damaged area and joined by sewing as required for the original geotextile except that the sewing shall be a minimum of 6 inches from the edge of the damaged geotextile. Geotextile panels joined by overlap shall have the patch extend a minimum of 2 feet from the edge of any damaged area.

Geotextile shall be placed in accordance with the following applicable specification according to the use indicated in section 7:

*Slope protection*—The geotextile shall not be placed until it can be anchored and protected with the specified covering within 48 hours or protected from exposure to ultraviolet light. In no case shall material be dropped on uncovered geotextile from a height of more than 3 feet.

*Subsurface drains*—The geotextile shall not be placed until drainfill or other material can be used to provide cover within the same working day. Drainfill material shall be placed in a manner that prevents damage to the geotextile. In no case shall material be dropped on uncovered geotextile from a height of more than 5 feet.

*Road stabilization*—The geotextile shall be unrolled in a direction parallel to the roadway centerline in a loose manner permitting conformation to the surface irregularities when the roadway fill material is placed on its surface. In no case shall material be dropped on uncovered geotextile from a height of more than 5 feet. Unless otherwise specified, the minimum overlap of geotextile panels joined without sewing shall be 24 inches. The geotextile may be temporarily secured with pins recommended or provided by the manufacturer, but they shall be removed before the permanent covering material is placed.

## 6. Measurement and payment

**Method 1**—For items of work for which specific unit prices are established in the contract, the quantity of geotextile for each type placed within the specified limits is determined to the nearest specified unit by measurements of the covered surfaces only, disregarding that required for anchorage, seams, and overlaps. Payment is made at the contract unit price. Such payment constitutes full compensation for the completion of the work.

**Method 2**—For items of work for which specific unit prices are established in the contract, the quantity of geotextile for each type placed within the specified limits is determined to the nearest specified unit by computing the area of the actual roll size or partial roll size installed. The computed area will include the amount required for overlap, seams, and anchorage as specified. Payment is made at the contract unit price. Such payment constitutes full compensation for the completion of the work.

**Method 3**—For items of work for which specific lump sum prices are established in the contract, the quantity of geotextile is not measured for payment. Payment for geotextiles is made at the contract lump sum price and constitutes full compensation for the completion of the work.

**All methods**—The following provisions apply to all methods of measurement and payment. Compensation for any item of work described in the contract, but not listed in the bid schedule, is included in the payment for the item of work to which it is made subsidiary. Such items and the items to which they are made subsidiary are identified in section 7 of this specification.

**7. Items of work and construction details**

7. Items of work and construction details

In Section 5, Placement, Method 2 shall apply.

In Section 6, Measurement and payment, Method 1 shall apply.

Geotextiles shall be non-woven Class I.

The geotextile shall be placed immediately prior to the placement of the rock riprap. The placement of the geotextile shall be approved by the Engineer before rock riprap is installed.

Items of work to be performed in conformance with this specification and the construction details therefore are:

a. Bid Item 10, Geotextile, Rock Riprap

- (1) This item shall consist of furnishing and placing the geotextile under the rock riprap and including all excavation, fill and backfill required for keying geotextile into the slope as shown on the drawings.

## **Construction Specification 420 – Site Preparation**

### **1. Scope**

The work shall consist of the excavation and/or earthfill placement required by the drawings and specifications.

### **2. Classification**

Site preparation consists of a combined volume of required excavation and earthfill ranging from 1800 to 2000 cubic yards.

### **3. Excavation**

Excavations required to prepare the site shall be done in accordance with the requirements of Construction Specification 21. All excavations shall be unclassified excavations. The depths of excavations as shown on the drawings are approximate. The actual depth and extent of excavations will be determined after examination of materials encountered.

Suitable materials resulting from required excavations shall be used for the required earthfills and backfills. Any materials not utilized in the required fills shall be disposed of in the waste area. These materials shall be approved on site prior to placement.

In Construction Specification 21 the following shall apply:

Section 4, Use of excavated material - Method 1 - There is no guarantee that materials obtained from the specified excavations may be used directly in specified fill areas. Stockpiling of selected materials to insure their availability for use in specific zones of the fill areas may be required. Additional compensation will not be made for stockpiling of excavated materials. Cost for stockpiling of excavated materials shall be included in the compensation for the bid items for Site Preparation.

Section 5, Disposal of waste materials - Method 1 - The disposal of the excavated materials shall include transporting, depositing, and spreading the materials to and on the designated fill or waste areas. The area on which each load of material shall be deposited shall be approved on-site beforehand. The surfaces of waste areas shall be dressed to be reasonably smooth and to be free of mounds, dips, windrows, or depressions which would prevent the safe operation of ordinary farm equipment thereon and the finished surface of waste areas will not be made. Cost for disposal of excavated materials and dressing of the surfaces of waste areas will be included in the compensation for the bid items for Site Preparation.

### **4. Earthfills**

Earthfills required to prepare the site shall be placed in accordance with the requirements of Construction Specification 23. All compaction shall be Class C in accordance with Section 6 of Construction Specification 23. Compaction shall be accomplished by a minimum of five (5) complete passes of a tamping roller weighing not less than 1,200 pounds per foot of roller width at a towing or traveling speed of 2 m.p.h. or greater; or an approved equivalent method.

Soil moisture content at the time of compaction shall be at or slightly above the plastic limit. A soil is at its plastic limit when a sample can be rolled between the hands to form a 1/8" thread without cracking or breaking apart. Soil that can be rolled to a 1/16" thread without cracking or breaking apart is too wet. Other methods for determining soil moisture content shall be approved by the Engineer. The moisture content of the backfill materials when placed shall be adjusted as necessary to meet the requirements. Fill lifts shall not be more than 9" thick prior to compaction and the maximum allowable particle size shall be

6". Earth backfill lifts adjacent to pipes shall not be more than 6" thick prior to compaction, and the maximum particle size shall be 3".

**5. Measurement and payment**

Payment shall be made at the contract lump sum price for site preparation. Such payment will constitute full compensation for all labor, equipment, materials and all other items necessary and incidental to the completion of the work.

Compensation for any item of work described in the contract but not listed in the bid schedule will be included in the payment for the item of work to which it is made subsidiary. Such items and items to which they are made subsidiary are identified in Section 6 of this specification.

**6. Items of work and construction details**

6. Items of work and construction details

Waste areas and borrow areas will be designated at the time of site showing.

Site preparation quantities are based on quantities derived from preliminary survey data. Variations in these quantities may be possible when the work is actually performed. However, modification to the contract will not be made for work performed in excess of these estimated quantities except under the following conditions:

- a. The variation must exceed 10% more than the maximum quantity established for the class of site preparation and have a minimum contract value for the additional work in excess of \$1,000.00. (The contract value is to be determined by dividing the lump sum amount in the bid schedule by the applicable maximum yardage for the class of site preparation shown for the contract item in the table of quantities.) If the variation exceeds 10% and \$1,000.00, the class of site preparation will be adjusted and paid for at the rate for the adjusted class.
- b. It is the Contractor's responsibility to submit proof that the estimated site preparation class in question exceeds the percentage and cost parameters in item (a) above. Proof will consist of applicable survey data or other measurements made by a qualified surveyor in accordance with recognized professional practice and the contract specifications.
- c. The survey data or other measurements as applicable shall be presented to the NRCS prior to any work on the contract item for which the quantity is questioned. Three working days shall be provided to the NRCS to verify data prior to the beginning of work for this contract item.
- d. A final survey or other measurements as applicable shall be made and presented to the NRCS after the work is completed which will allow measurement for the quantity in question. If this survey data indicates justification for a contract modification within the parameters of item (a) above, it will be made in accordance with the changes clause contained in the contract.

Items of work to be performed in conformance with this specification and the construction details therefore are:

- a. Bid Item 11, Site Preparation
  - (1) This item shall consist of performing all earthwork required for the installation and construction of the rock riprap lined wave berm, and auxiliary spillway earthfill, as shown in the construction drawings.
  - (2) All low density materials shall be excavated and wasted as described in Section 3.
  - (3) The foundation on which earthfill is to be placed shall be approved by the engineer.
  - (4) The items of work subsidiary to this bid item are:
    - (a) Clearing and Grubbing as specified in Construction Specification 2.
    - (b) Topsoil as specified in Construction Specification 26.

## **Construction Specification 446 - Shaping & Smoothing**

### **1. Scope**

The work shall consist of shaping and smoothing the designated areas.

### **2. Shaping and smoothing**

The designated areas shall be plowed, shaped and smoothed to the extent necessary to level and fill the existing rills and scoured areas to blend them with the surrounding topography. All side slopes shall match the surrounding topography and be no steeper than 3:1 unless otherwise approved by the Engineer.

When working on slopes which are steeper than 3:1 horizontal to vertical, all rubber tire equipment on the slope will be held with truck or tractor and winch line with the truck or tractor operating along the crown of the embankment or other suitable flat surface. As an alternative, track (crawler) equipment with a low center of gravity may be used to perform work on slopes without a winch line requirement when operated in accordance with applicable OSHA requirements.

All stumps, trees, trash or other debris encountered during construction, or as a result of the shaping shall be disposed of in an area and in a manner approved by the Engineer. The final grade of the smoothed surfaces shall be free of abrupt mounds, undrained depressions, and windrows and shall provide a safe working area for ordinary farm equipment.

### **3. Materials**

Materials for the specified shaping and smoothing shall be obtained from within the designated area. Topsoil may have to be imported from designated borrow areas. The shaping and smoothing shall not be performed when the materials are frozen or excessively wet. The addition of water to increase the moisture content of the materials will be required if directed by the Engineer.

### **4. Compaction**

Compaction of materials placed in low or other areas requiring fill shall be performed by the controlled routing of the hauling and spreading equipment.

### **5. Measurement and payment**

For items of work for which specific unit prices are established in the contract, the shaped and smoothed critical area will be measured to the nearest 0.1 acre. Payment for the shaping and smoothing critical area will be made at the contract unit price. Such payment shall constitute full compensation for all labor, equipment, tools, and all other items necessary and incidental to the completion of the work.

Compensation for any item of work included in the contract but not listed in the bid schedule will include in the payment for the item of work to which it is subsidiary. Such items and the items to which they are made subsidiary are identified in Section 6 of this specification

### **6. Items of work and construction details**

6. **Items of work and construction details**

**Items of work to be performed in conformance with this specification and the construction details therefore are:**

a. **Bid Item 12, Shaping and Smoothing**

- (1) **This item shall consist of shaping and smoothing the area designated on the drawings**
- (2) **The area to be shaped and smoothed will be designated at the time of showing the site to prospective bidders**
- (3) **The items of work subsidiary to this bid item are:**
  - a. **Clearing and Grubbing as specified in Construction Specification 2.**
  - b. **Topsoil as specified in Construction Specification 26.**

## Material Specification 523—Rock for Riprap

### 1. Scope

This specification covers the quality of rock to be used in the construction of rock riprap.

### 2. Quality

Individual rock fragments shall be dense, sound, and free from cracks, seams, and other defects conducive to accelerated weathering. Except as otherwise specified, the rock fragments shall be angular to subrounded. The least dimension of an individual rock fragment shall be not less than one-third the greatest dimension of the fragment. ASTM D 4992 provides guidance on selecting rock from a source.

Except as otherwise provided, the rock shall be tested and shall have the following properties:

#### Rock type 1

- **Bulk specific gravity (saturated surface-dry basis)**—Not less than 2.5 when tested in accordance with ASTM C 127 on samples prepared as described for soundness testing.
- **Absorption**—Not more than 2 percent when tested in accordance with ASTM C 127 on samples prepared as described for soundness testing.
- **Soundness**—The weight loss in 5 cycles shall not be more than 10 percent when sodium sulfate is used or more than 15 percent when magnesium sulfate is used.

#### Rock type 2

- **Bulk specific gravity (saturated surface-dry basis)**—Not less than 2.5 when tested in accordance with ASTM C 127 on samples prepared as described for soundness testing.
- **Absorption**—Not more than 2 percent when tested in accordance with ASTM C 127 on samples prepared as described for soundness testing.
- **Soundness**—The weight loss in 5 cycles shall be not more than 20 percent when sodium sulfate is used or more than 25 percent when magnesium sulfate is used.

#### Rock type 3

- **Bulk specific gravity (saturated surface-dry basis)**—Not less than 2.3 when tested in accordance with ASTM C 127 on samples prepared as described for soundness testing.
- **Absorption**—Not more than 4 percent when tested in accordance with ASTM C 127 on samples prepared as described for soundness testing.
- **Soundness**—The weight loss in 5 cycles shall be not more than 20 percent when sodium sulfate is used or more than 25 percent when magnesium sulfate is used.

### 3. Methods of soundness testing

**Rock cube soundness**—The sodium or magnesium sulfate soundness test for all rock types (1, 2, or 3) shall be performed on a test sample of  $5,000 \pm 300$  grams of rock fragments, reasonably uniform in size and cubical in shape, and weighing, after sampling, about 100 grams each. They shall be obtained from rock samples that are representative of the total rock mass, as noted in ASTM D 4992, and that have been sawed into slabs as described in ASTM D 5121. The samples shall further be reduced in size by sawing the slabs into cubical blocks. The thickness of the slabs and the size of the sawed fragments shall be determined by the size of the available test apparatus and as necessary to provide, after sawing, the approximate 100-gram samples. The cubes shall undergo five cycles of soundness testing in accordance with ASTM C 88.

Internal defects may cause some of the cubes to break during the sawing process or during the initial soaking period. Do not test any of the cubes that break during this preparatory process. Such breakage, including an approximation of the percentage of cubes that break, shall be noted in the test report.

After the sample has been dried following completion of the final test cycle and washed to remove the sodium sulfate or magnesium sulfate, the loss of weight shall be determined by subtracting from the

original weight of the sample the final weight of all fragments that have not broken into three or more fragments.

The test report shall show the percentage loss of the weight and the results of the qualitative examination.

**Rock slab soundness**—When specified, the rock shall also be tested in accordance with ASTM D 5240. Deterioration of more than 25 percent of the number of blocks shall be cause for rejection of rock from this source. Rock shall also meet the requirements for average percent weight loss stated below.

- For projects located north of the Number 20 Freeze-Thaw Severity Index Isoline (fig. 523-1). Unless otherwise specified, the average percent weight loss for Rock Type 1 shall not exceed 20 percent when sodium sulfate is used or 25 percent when magnesium sulfate is used. For Rock Types 2 and 3, the average percent weight loss shall not exceed 25 percent for sodium sulfate soundness or 30 percent for magnesium sulfate soundness.

- For projects located south of the Number 20 Freeze-Thaw Severity Index Isoline, unless otherwise specified, the average percent weight loss for Rock Type 1 shall not exceed 30 percent when sodium sulfate is used or 38 percent when magnesium sulfate is used. For Rock Types 2 and 3, the average percent weight loss shall not exceed 38 percent for sodium sulfate soundness or 45

percent for magnesium sulfate soundness.

#### **4. Field durability inspection**

Rock that fails to meet the material requirements stated above (if specified), may be accepted only if similar rock from the same source has been demonstrated to be sound after 5 years or more of service under conditions of weather, wetting and drying, and erosive forces similar to those anticipated for the rock to be installed under this specification.

A rock source may be rejected if the rock from that source deteriorates in 3 to 5 years under similar use and exposure conditions expected for the rock to be installed under this specification, even though it meets the testing requirements stated above.

Deterioration is defined as the loss of more than one-quarter of the original rock volume, or severe cracking that would cause a block to split. Measurements of deterioration are taken from linear or surface area particle counts to determine the percentage of deteriorated blocks. Deterioration of more than 25 percent of the pieces shall be cause for rejection of rock from the source.

#### **5. Grading**

The rock shall conform to the specified grading limits after it has been placed within the matrix of the rock riprap. Grading tests shall be performed, as necessary, according to ASTM D 5519, Method A, B, or C, as applicable.

**Figure 523-1** Number 20 freeze-thaw severity index isoline (map approximates the map in ASTM D 5312)



## Material Specification 592—Geotextile

### 1. Scope

This specification covers the quality of geotextile, including geotextile for temporary silt fence.

### 2. General requirements

Fibers (threads and yarns) used in the manufacture of geotextile shall consist of synthetic polymers composed of a minimum of 85 percent by weight polypropylenes, polyesters, polyamides, polyethylene, polyolefins, or polyvinylidene-chlorides. They shall be formed into a stable network of filaments or yarns retaining dimensional stability relative to each other. The geotextile shall be free of defects, such as holes, tears, and abrasions. The geotextile shall be free of any chemical treatment or coating that significantly reduces its porosity. Fibers shall contain stabilizers, inhibitors, or both to enhance resistance to ultraviolet light. Geotextile other than for temporary silt fence shall conform to the requirements in tables 592-1 or 592-2, as applicable. Geotextile for temporary silt fence shall conform to the requirements in table 592-3.

Thread used for factory or field sewing shall be of contrasting color to the fabric and made of high strength polypropylene, polyester, or polyamide thread. Thread shall be as resistant to ultraviolet light as the geotextile being sewn.

### 3. Classification

Geotextiles shall be classified based on the method used to place the threads or yarns forming the fabric. The geotextiles will be grouped into woven and nonwoven types. Geotextile for temporary silt fence may be either woven or nonwoven. Slit film woven geotextile may not be used except for temporary silt fence.

*Woven*—Fabrics formed by the uniform and regular interweaving of the threads or yarns in two directions. Woven fabrics shall be manufactured from monofilament yarn formed into a uniform pattern with distinct and measurable openings, retaining their position relative to each other. The edges of fabric shall be selvaged or otherwise finished to prevent the outer yarn from unraveling.

*Nonwoven*—Fabrics formed by a random placement of threads in a mat and bonded by needle punching, heat-bonding, or resin-bonding. Nonwoven fabrics shall be manufactured from individual fibers formed into a random pattern with distinct, but variable small openings, retaining their position relative to each other when bonded by needle punching, heat-, or resin-bonding. The use of heat- or resin-bonded nonwovens is restricted as specified in note 2 of table 592-2.

### 4. Sampling and testing

The geotextile shall meet the specified requirements (tables 592-1, 592-2, or 592-3, as applicable) for the product type shown on the label. Product properties as listed in the latest edition of the "Specifiers Guide," Geosynthetics, (Industrial Fabrics Association International, 1801 County Road B, West Roseville, MN 55113-4061 or at <http://www.geosindex.com>) and that represent minimum average roll values, are acceptable documentation that the product style meets the requirements of these specifications.

For products that do not appear in the above directory or do not have minimum average roll values listed, typical test data from the identified production run of the geotextile will be required for each of the specified tests (see table 592-1, 592-2, or 592-3, as applicable) as covered under clause AGAR 452.236-76.

### **5. Shipping and storage**

The geotextile shall be shipped and transported in rolls wrapped with a cover for protection from moisture, dust, dirt, debris, and ultraviolet light. The cover shall be maintained undisturbed to the maximum extent possible before placement.

Each roll of geotextile shall be labeled or tagged to clearly identify the brand, class, and the individual production run in accordance with ASTM D 4873.

**Table 592-1** Requirements for woven geotextiles 1/

Property	Test Method	Units	Class I	Class II	Class III	Class IV
Grab Tensile Strength	ASTM D 4632	pounds	247 min.	180 min.	180 min.	315 min.
Elongation at Failure	ASTM D 4632	percent	< 50	<50	<50	<50
Trapezoidal Tear Strength	ASTM D 4533	pounds	90 min.	67 min.	67 min.	112 min.
Puncture Strength	ASTM D 6241	pounds	495 min.	371 min.	371 min.	618 min.
Ultraviolet Stability (retained strength)	ASTM D 4355	percent	50 min.	50 min.	50 min.	50 min.
Permittivity	ASTM D 4491	sec <sup>-1</sup>	as specified			
Apparent Opening Size (AOS) 2/	ASTM D 4751	mm	as specified			
Percent Open Area (POA)	USACE CWO-02215	percent	as specified			

1/ All values are minimum average roll values (MARV) in the weakest principal direction, unless otherwise noted.

2/ Maximum average roll value.

Note: CWO is a USACE reference.

**Table 592-2** Requirements for nonwoven geotextiles 1/

Property	Test Method	Units	Class I 2/	Class II 2/	Class III 2/	Class IV 2/
Grab Tensile Strength	ASTM D 4632	pounds	202 min.	157 min.	112 min.	202 min.
Elongation at Failure	ASTM D 4632	percent	50 min.	50 min.	50 min.	50 min.
Trapezoidal Tear Strength	ASTM D 4533	pounds	79 min.	56 min.	40 min.	79 min.
Puncture Strength	ASTM D 6241	pounds	433 min.	309 min.	223 min.	433 min.
Ultraviolet Stability (retained strength)	ASTM D 4355	percent	50 min.	50 min.	50 min.	50 min.
Permittivity	ASTM D 4491	sec <sup>-1</sup>	0.7 min. or as specified			
Apparent Opening Size (AOS) 3/	ASTM D 4751	mm	0.22 max. or as specified			

1/ All values are minimum average roll values (MARV) in the weakest principal direction, unless otherwise noted.

2/ Needle punched geotextiles may be used for all classes. Heat-bonded or resin-bonded geotextiles may be used for classes III and IV only. They are particularly well suited to class IV.

3/ Maximum average roll value.

**Table 592-3** Requirements for Temporary Silt Fence 1/

Property	Test Method	Units	Requirements, Supported Silt Fence 2/	Requirements, Unsupported Silt Fence 2/	
				Woven Geotextile (Elongation < 50% 3/)	Nonwoven Geotextile (Elongation > 50% 3/)
Maximum Post Spacing		ft	4	6.5	4
Grab Tensile Strength:	ASTM D 4632	pounds			
Machine Direction			90	124	
X-Machine Direction			90	101	
Permittivity	ASTM D 4491	sec-l	0.05	0.05	
Apparent Opening Size (AOS) 4/	ASTM D 4751	mm	0.60	0.60	
Ultraviolet Stability (retained strength)	ASTM D 4335	%	70% after 500 hours of exposure	70% after 500 hours of exposure	

- 1/ All values are minimum average roll values (MARV) in the weakest principal direction, unless otherwise noted.
- 2/ Silt fence support shall consist of 14-gage steel wire with a mesh spacing of 6 inches each way or prefabricated polymeric mesh of equivalent strength.
- 3/ As measured in accordance with ASTM D 4632.
- 4/ Maximum average roll value.

**AGREEMENT**

THE STATE OF TEXAS §  
  §  
COUNTY OF WISE           §

FY 2015-2016

**THIS AGREEMENT**, made and entered into by and between **WISE COUNTY COMMITTEE ON AGING**, a private non-profit corporation chartered by the State of Texas, acting herein by and through its duly authorized agent and officer, hereinafter referred to as **THE COMMITTEE** and **WISE COUNTY**, acting by and through its County Judge, duly authorized so to act, hereinafter referred to as **COUNTY**,

**WITNESSETH**

**WHEREAS, THE COMMITTEE** provides and promotes public services to older adults in the **COUNTY**;

**WHEREAS,** The Wise County Commissioners Court hereby finds that the programs and efforts of **THE COMMITTEE** benefits the citizens of **WISE COUNTY**, in need of such services;

**NOW THEREFORE, COUNTY** and **THE COMMITTEE** hereby agree as follows:

**I.**

**THE COMMITTEE** agrees to continue to providing such public services already being provided to the citizens of **WISE COUNTY**, who need these services.

**II.**

For the public services provided above, the **COUNTY** shall provide **THE COMMITTEE** a lump sum not to exceed **\$65,100** during the term of this contract. All sums to be paid under this contract by the **COUNTY** shall be made from current revenues available after property taxes are received by the **COUNTY**. The term of this contract is one year beginning on October 1, 2015 and ending on September 30, 2016. This sum is matching the North Central Texas of Governments (NCTCOG) money allocated from the NCTCOG's Aging Program.

**III.**

**THE COMMITTEE agrees to INDEMNIFY AND HOLD HARMLESS WISE COUNTY, its officers, agents, servant or employees from any loss, damage, injury or claim arising from the negligent operation of its program.**

**IV.**

Nothing contained in this agreement shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, partnership, joint enterprise, common enterprise, joint venture, joint owners, or joint tenants between the parties. The parties hereby declare and acknowledge that the relationship existing is one of independent contractor. This agreement does not and shall not be construed to entitle either party or any of their respective employees or officials, if applicable, to any benefit, privilege or other amenities of employment from the other party.



V.

The parties to this contract do not intend to create any third party beneficiaries of the contract rights contained herein. No person who is not a party to this contract may bring a cause of action pursuant to this contract as a third party beneficiary. This contract may not be interpreted to waive the sovereign immunity of any party to this contract to the extent such party may have immunity under the laws of the State of Texas.

VI.

THE COMMITTEE agrees to provide COUNTY all records relating to the programs performed by THE COMMITTEE upon written request of COUNTY and to provide a final report detailing the manner in which the funds were expended within 60 days of the end of the requested funding year. THE COMMITTEE shall yearly provide THE COUNTY all documentation related to their continued status as a 501C Organization.

VII.

If any term in this agreement shall be found to be invalid, the remainder of this agreement shall not be affected thereby, and each remaining term of this agreement shall be valid and shall be enforced to the fullest extent permitted by law.

VIII.

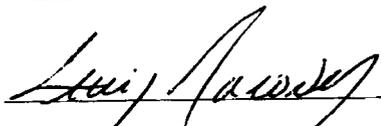
The undersigned officers are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

IX.

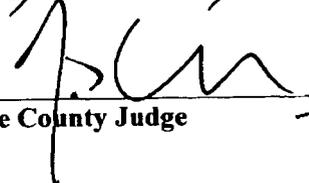
This agreement shall be governed by the laws of the State of Texas and the venue for enforcement shall be Wise County, Texas.

WITNESS OUR HANDS this 24<sup>th</sup> day of August, 2015.

WISE COUNTY COMMITTEE ON AGING

  
\_\_\_\_\_

WISE COUNTY TEXAS

  
\_\_\_\_\_

Wise County Judge

