

Issued for Bidding

Job No.: 26-0025

HARRIS COUNTY

FLOOD CONTROL DISTRICT

PROJECT MANUAL

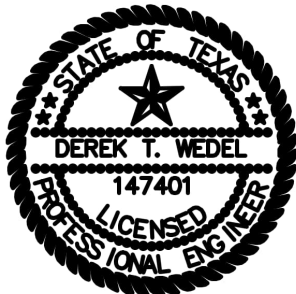
CONTRACT CONDITIONS AND SPECIFICATIONS

H.C.F.C.D. PROJECT ID: G103-80-03.1-E002 & G503-06-00-E003
TX-GLO CDBG-DR Contract ID: 24-064-000-E151
US-HUD CDBG DR Contract ID: B-18-DP-48-0002

PROJECT NAME: Taylor Gully Channel Improvements and Woodridge Stormwater Detention Basin Project

PROJECT MANUAL PREPARED BY: Halff Associates, Inc.

ENGINEER OF RECORD:



Signature

147401

Number

Derek Wedel

Typed Name

1/19/2026

Date

PROJECT MANUAL

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C. SPECIFICATIONS

All work to be performed under this contract is to be performed in accordance with the Harris County Flood Control District, "Standard Specifications Book," dated June 2020. The Harris County Flood Control District Standard Specifications Book is incorporated herein by reference for all purposes as if set out verbatim herein.

All work under this contract that refers to City of Houston (COH) standard details shall be performed in accordance with the City of Houston's "Standard Specifications for Construction," latest edition (incorporated herein by reference for all purposes as if set out verbatim). As a condition for presenting and accepting a bid on the project, it is understood that in all instances in the COH Specifications where the terms "COH," "City," or "Department" are used, they are intended to refer to the "Harris County Flood Control District." COH Specifications are not included in this manual but are available at www.houstonpermittingcenter.org and are identified below for clarity only.

All work, under this contract, which refer to TxDOT standard details are to be performed in accordance with Texas Department of Transportation ("TxDOT") "Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges," dated November 1, 2014 (incorporated herein by reference for all purposes as if set out verbatim). As one of the conditions for presenting and accepting a bid on the project is covered by these specifications, it is understood that in all instances in the TxDOT Specifications, where the term "TxDOT", "State" or "Department" is used, it is also intended and meant to refer to the "Harris County Flood Control District". TxDOT Specifications are not included in this manual but are available at <https://www.txdot.gov/business/resources/txdot-specifications.html> and are identified below for clarity only.

Additionally, where COH or TxDOT specifications refer to methods of measurement and payment, it is understood that payment will be made in accordance with available items listed in the Unit Price Schedule. Items not listed for separate payment should be considered incidental to related items listed in the Unit Price Schedule.

Specifications listed in the parenthesis () at the end of a Pay Item Description in the Base Bid are

considered incidental to the Pay Item.

Special Provision to Specifications (HCFCD)

Division 2 – Site Construction		<u>Source</u>	<u>Date</u>
SP 02120	Material Disposal	HALFF	12/19/2025
SP 02200	Site Preparation and Restoration	HCFCD	12/19/2025
SP 02241	Care and Control of Water	HCFCD	02/24/2022
SP 02315	Excavating and Backfilling	HCFCD	12/19/2025
SP 02365	Stabilized Construction Access	HCFCD	05/03/2024
SP 02376	Concrete Channel Lining and Concrete Interceptor Structures	HCFCD	11/21/2025
SP 02630	Concrete Manholes	HCFCD	02/24/2022
SP 02820	Fences and Barricades	HCFCD	02/24/2022
SP 02921	Turf Planting Zone Preparation	HCFCD	01/28/2025
SP 02936	Fertilizer and Soil Amendments	HCFCD	01/28/2025

Contract Specific Specifications (HCFCD)

Division 1 – General Requirements		<u>Source</u>	<u>Date</u>
01110	Summary of Work	HALFF	12/19/2025
01141	Utility Coordination	HCFCD	01/28/2025
01531	Temporary Access Mats	HCFCD	05/03/2024

Division 2 – Site Construction		<u>Source</u>	<u>Date</u>
02210	Low Water Crossings	HCFCD	05/03/2024
02366	Inlet Protection Barrier	HCFCD	02/24/2022
02820	Fences and Barricades	HCFCD	02/24/2022
00230	Crushed Aggregate Base Course	HCED	05/01/2016

D. REFERENCE DOCUMENTS

	<u>DATE</u>
1. Geotechnical Report prepared by Cibor Geoconsultants, Report Number 121-020 (Cover sheet only, full document submitted as separate file)	10-07-22
2. Geotechnical Report prepared by Geotest Engineering, Inc., Report Number 1140289501 (Cover sheet only, full document submitted as separate file)	04-18-25

E. USACE PERMITS AND ENVIRONMENTAL REPORTS

	<u>DATE</u>
1. Authority to Use Grant Funds (AUGF)	12-3-25
2. Finding of No Significant Impact (FONSI)	10-22-25
3. USACE-Issued Nationwide Permit (NWP)	09-12-25 to 03-15-2026
4. Hazardous Materials (HAZMAT)	03-07-22
5. Cultural Resources Assessment (CA)	02-13-23
6. Threatened & Endangered Species (T&E)	01-14-25

7. Texas Historical Commission (THC) Concurrence 05-12-25
8. Draft SWPPP

F. PLANS

HARRIS COUNTY

FLOOD CONTROL DISTRICT

BIDDING REQUIREMENTS

GENERAL NOTICE TO BIDDERS

A minimum of 25% of the work to be performed on this project shall be performed by the Bidder in accordance with Texas Local Government Code Annotated §262.025 and 271.055.

Special Notice: By Texas Local Government Code Annotated §262.031, the original price on firm fixed price contracts may not be increased by more than 25% unless the change is necessary to comply with a federal or state statute, rule, regulation or judicial decision enacted, adopted or rendered after the contract is made. The original contract price may not be decreased by 18% or more without the consent of the Contractor.

On public works projects, all contractors shall supply a list of all suppliers and subcontractors with addresses and phone numbers, prior to work commencing.

At the time of the scheduled preconstruction meeting, the successful bidder shall supply to the District a list of representatives, signed by an Officer of the Company, who are authorized to sign official documents, i.e., Purchase Orders, Change Orders, Final Estimates, etc.

HCFCD is using an internet-based Project Lifecycle Management Solution, Oracle's Primavera Unifier® (Unifier), to maintain consistent administrative and technical control for all projects throughout the County. The Contractor is required to utilize Unifier on this project in accordance with procedures provided by HCFCD.

The Contractor must have access to a computer with secured Internet access and a scanner to utilize Unifier. Access will be provided to the Contractor at no cost to the Contractor. HCFCD will provide a system login account and access to training for Contractor personnel. The Contractor must reply to assigned tasks and update Unifier with new or changed information within 24 hours of that information becoming known to Contractor.

HARRIS COUNTY
FLOOD CONTROL DISTRICT

CONTRACT CONDITIONS

HARRIS COUNTY FLOOD CONTROL DISTRICT



GENERAL CONDITIONS

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00 72 00 - GENERAL CONDITIONS

ARTICLE 1 -DEFINITION OF TERMS

1.1 Defined Terms.

- A. Whenever used in the Contract Documents the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined below, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. Acts of God – A hurricane, tropical storm, major flood, or other similar extreme weather event that results in a governmental declaration of disaster.
 2. Activity – A discrete part of a Project that can be identified for planning, scheduling, monitoring, and controlling the project. Activities included in a schedule consume time and resources.
 3. Addenda -- Written or graphic instruments issued prior to the submission of Bids which clarify, correct, or change the Contract Documents.
 4. Additional Work -- New or unforeseen work will be classified as Additional Work when the Engineer determines that it is not covered by the Contract.
 5. Application for Payment -- Form prepared by the District for partial or final payments during the course of the Work and accompanied by supporting documentation from the Contractor required by the Contract Documents. In its discretion, the District may request the Contractor to prepare the Application for Payment and submit to the District for review and approval.
 6. Applicable Laws -- The laws, statutes, ordinances, rules, codes, regulations, permits, and licenses of any kind, issued by local, state or federal governmental authorities or private authorities with jurisdiction (including utilities), to the extent they apply to the Work.
 7. Bid -- The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices and other terms for the Work to be performed.
 8. Bid Guarantee -- The bid bond, cashier's check, or certified check to be made by the Bidder, which is to accompany the Bid as a guaranty of good faith to enter into a written Contract.
 9. Bidder -- The individual or entity who submits a Bid directly to the District.
 10. Bidding Documents – Invitation for Bids, Instructions to Bidders, Bid Forms, and Addenda issued by the Engineer and/or Purchasing Agent to assist Bidders with Bid preparation; used in conjunction with the Contract Documents.
 11. Certificate of Substantial Completion – A certificate issued by the District to the Contractor when there is Substantial Completion.

12. Change Order -- A document that authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price and/or the Contract Times, issued on or after the Effective Date of the Contract, in accordance with the Contract Documents and in the form contained in the Contract Documents.
13. Claim -- A demand or assertion by the Engineer or Contractor seeking an adjustment of Contract Price or Contract Time, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim. A Claim does not include any demand for payment for which the Contractor has failed to provide notice, request a Change Order, or otherwise failed to follow any procedures contained in the Contract Documents.
14. Commissioners Court -- The Commissioners Court of Harris County, Texas and the governing body of the District.
15. Contract -- The entire integrated written agreement between the District and Contractor concerning the Work. "Contract" may be used interchangeably with "Agreement" in the Contract Documents. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral, and includes all Contract Documents.
16. Contract Documents -- Change Orders, Contract, Special Conditions to the General Conditions, Contract Specific Specifications, Drawings, Special Provisions to the Standard Specifications, General Conditions, Standard Specifications, Bidding Documents, and other documents listed in the Contract and incorporated into the Contract.
17. Contract Price -- Amount to be paid by the District to the Contractor as full compensation for the performance of the Contract and completion of the Work, subject to any additions or deductions as provided in the Contract Documents and including all applicable taxes and costs.
18. Contract Specific Specifications -- The written requirements consisting of technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work.
19. Contract Time -- The number of days or the date stated in the Contract Documents to achieve Substantial Completion.
20. Contractor -- The individual or entity with which the District has contracted for performance of the Work.
21. Contractor's Designated On-Site Field Superintendent ("Field Superintendent") -- The Contractor's Designated On-Site Field Superintendent will be identified by the Contractor and shall not be changed without prior written consent of the Engineer.
22. County -- Harris County, Texas.
23. County Auditor -- County Auditor of Harris County, Texas.
24. County Judge -- County Judge of Harris County, Texas.

25. Critical Path – A sequence of logically tied Activities that represents the longest path within a Project, which determines the shortest possible duration. Any delay of activity completion along this path will proportionately affect the completion date of the Project.
26. Critical Path Method (CPM) Schedule – A scheduling method that uses a network diagram to depict the Project and the sequences of tasks required to complete it, which are known as paths. Once the paths are defined, the duration of each path is calculated by an algorithm to identify the Critical Path, which determines the total duration of the Project.
27. Critical Supply Shortage -- An unusual shortage in materials that is (a) supported by documented proof that Contractor made every effort to obtain such materials from all available sources; (b) such shortage is due to the fact that such materials are not physically available from single or multiple sources or could have been obtained only at exorbitant prices (as determined by the District) entirely inconsistent with current and standard rates taking into account the quantities involved and the usual industry practices in obtaining such quantities; and (c) such shortages and the difficulties in obtaining alternate sources of materials could not have been known or anticipated by Contractor at the time it submitted its Bid or entered the Contract. Market fluctuations in prices of materials, whether or not resulting from a Force Majeure Event, does not constitute a Critical Supply Shortage.
28. Day -- A calendar day of 24 hours measured from midnight to the next midnight.
29. Defective Work -- Work that is unsatisfactory, faulty, or deficient; or that does not conform to the Contract Documents; or that does not meet the requirements of any inspection, reference standard, test, or approval referenced in the Contract Documents.
30. Demobilization -- The complete dismantling and removal by the Contractor of all of the Contractor's temporary facilities, equipment, and personnel from the Site.
31. District – Harris County Flood Control District, also known as HCFCD. The District is a Texas political subdivision created by Acts 1937, 45th Leg., R.S. ch. 360, pursuant to Article XVI, Section 59 of the Texas Constitution. The District's governing body is the Commissioners Court and its Contracts are procured through the Purchasing Agent.
32. Drawings -- That part of the Contract Documents prepared by the Engineer of Record which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor Submittals are not Drawings as so defined.
33. Effective Date of the Contract -- The date indicated in the Contract on which it becomes effective, but if no such date is indicated, it means the date on which the Contract is signed and delivered by the last of the two parties to sign and deliver.
34. Engineer -- Whenever not qualified, shall mean the District's Executive Director, designee, or other person authorized to act for and on behalf of the District, acting

either directly or through properly authorized agents, such agents acting severally within the scope of the particular duties entrusted to them. On all questions concerning the acceptance of materials, machinery, the classifications of material, the execution of work, conflicting interest of the contractors performing related work and the determination of costs, the decision of the Engineer, duly authorized by the Commissioners' Court, shall be binding and final upon both parties.

35. Force Majeure Event -- An event that materially affects a party's performance required by the Contract Documents and is one or more of the following: (1) Acts of God or other natural disasters occurring at the Site; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the Work); (4) pandemics, epidemics, or quarantine restrictions; (5) strikes and other organized labor action occurring at the Site and the effects thereof on the Work, only to the extent such strikes and other organized labor action are beyond the control of Contractor and its Subcontractors, of every tier, and to the extent the effects thereof cannot be avoided by use of replacement workers; (6) a Critical Supply Shortage; and (7) acts or failures to act of utility owners, including, but not limited to, the delay in the removal or relocation of utilities, not under the control of the District. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and other actions of County, State or Federal Authorities in their roles as regulatory agencies.
36. Gantt Chart Schedule – A method of planning and scheduling a project utilizing a horizontal bar chart with a separate bar for each major portion of the Work or operation to make the schedule an effective tool for planning and monitoring the progress of the Work.
37. General Conditions – The District's latest version of its General Conditions and this document.
38. Hazardous Waste -- The term "Hazardous Waste" shall have the meaning provided in Section 104 of the Solid Waste Disposal Act (42 U.S.C. § 6903) as amended from time to time, or any substance or material identified as hazardous under any state or federal statute governing handling, disposal and/or cleanup of any such substance or material, whichever is more restrictive.
39. Holiday – The Holidays as approved by Commissioners Court.
40. Milestone – A key or critical point in time for reference or measurement on the Project.
41. Negative Float – The amount of time beyond a project's scheduled completion that a task within the project requires. Total float is the amount of time a task within a project can be delayed without endangering the project deadline.
42. Notice of Award -- The written or electronic notice by the Purchasing Agent to the Successful Bidder stating that upon timely compliance by the Successful Bidder

with the conditions precedent listed therein, the County will sign and deliver the Contract.

43. Notice to Proceed -- A written or electronic notice given by the Engineer to Contractor fixing the date on which the Contractor may proceed with the Work and when Contract Times will commence to run.
44. Payment Bond -- A surety bond in the amount of the Contract, solely for the protection of all claimants supplying labor, equipment, and material in the prosecution of the work provided for in the Contract.
45. Performance Bond -- A surety bond in the amount of the Contract conditioned upon the faithful performance of the work in accordance with the Contract Documents.
46. Potential Contract Change (or Potential Change Order) – A request by the Contractor or the District to initiate the Change Order process.
47. Project -- The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
48. Punch List – A list of items on the Project, prepared by the Engineer and confirmed by the Contractor, which remain to be replaced or completed in accordance with the requirements for completion of the Work.
49. Purchasing Agent -- The Purchasing Agent of Harris County, Texas.
50. Request for Information (“RFI”) -- A request made electronically or in writing by the Contractor when additional information, clarification, or interpretation of the Contract Documents is needed. A response to an RFI will be addressed electronically or in writing by the Engineer. If the Contractor believes that the RFI requires additional Contract Time and/or an adjustment to the Contract Price, the Contractor shall follow the Change Order provisions of Article 9.1 and submit a Potential Contract Change.
51. Sample -- A physical example furnished by the Contractor to illustrate materials, equipment, or workmanship; to establish standards by which the Work will be judged.
52. Schedule of Submittals -- A schedule of required submittals and the time requirements to facilitate scheduled performance of related construction activities.
53. Shop Drawings -- All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
54. Site -- Lands or areas indicated in the Contract Documents upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands designated for the use of Contractor.
55. Special Conditions to the General Conditions – Revisions to the General Conditions setting forth requirements particular to the Work.

56. Special Provisions to the Standard Specifications – Revisions to the Standard Specifications setting forth requirements particular to the Work.
57. Standard Specifications – The Harris County Flood Control District Standard Construction Specifications and Details (latest edition). The Contractor shall follow, among other things, the detail sheets in the Standard Specifications.
58. Subcontractor -- An individual or entity having a direct contract with the Contractor or with any other Subcontractor for performance of any portion of the Work at the Site.
59. Submittal -- Written and graphic information and physical samples prepared and supplied by the Contractor demonstrating various portions of the Work, including, but not limited to, materials and equipment.
60. Substantial Completion – The time at which the Work, or a designated portion of the Work, is complete in accordance with the Contract Documents, at the sole discretion of the District.
61. Successful Bidder -- The Bidder submitting a responsive Bid to whom the District makes an award.
62. Supplier -- A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment used in the performance of the Work or to be incorporated in the Work.
63. Underground Facilities -- All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
64. Unit Price Work -- Work to be paid for based on unit prices as provided by the Contractor in its bid or as adjusted in accordance with the Contract Documents.
65. Warranty -- A written guarantee provided to the District by the Contractor that the Work will remain free of defects and suitable for its intended use for the period required by the Contract Documents or the longest period permitted by the law of this state, whichever is longer.
66. Work -- The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

1.2 Terminology.

- A. The words and terms below are not defined but, when used in the Contract Documents, have the indicated meaning.
- B. Furnish, Install, Perform, Provide.
 - 1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 - 2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 - 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 - 4. Regardless of whether “furnish,” “install,” “perform,” or “provide” is used in connection with services, materials, or equipment, an obligation of Contractor is implied.
- C. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 -PRELIMINARY MATTERS

2.1 Delivery of Contract Documents.

- A. Within ten (10) Days after receipt of the Notice of Award, Contractor shall furnish and file with the Purchasing Agent the necessary Performance Bond, Payment Bond, and certificates of insurance and endorsements, as well as any other documents specified in the Notice of Award and Contract Documents.

2.2 Bonds.

- A. The Performance Bond and Payment Bond shall be on the forms prescribed by the Purchasing Agent in the Contract Documents, duly executed by a responsible corporate surety listed in the United States Department of the Treasury circular entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies." The responsible corporate surety shall be authorized to do business in the State of Texas and acceptable to the Purchasing Agent. Each of the bonds shall be in a sum no less than one hundred percent (100%) of the Contract Price. The Performance Bond and the Payment Bond must be accompanied by a valid power of attorney providing evidence that the person signing on behalf of the surety is authorized to so act.

2.3 Evidence of Insurance.

- A. Prior to commencing any work but no later than ten (10) Days after receipt of the Notice of Award, the Contractor shall submit or cause to be submitted any and all certificates of insurance and endorsements, showing that the Contractor has the required insurance, to the attention of the Purchasing Agent and as otherwise required by the Engineer. Such insurance is to be provided at the sole cost and expense of the Contractor. No Work shall be performed until all the required insurance has been received and approved.

2.4 Execution of the Contract.

- A. Should the Commissioners Court be of the opinion that a Contract should be entered into and approved, it shall authorize the County Judge or other named person as agent to execute acceptance by the District in accordance with the latest version of the Harris County Local Procurement Policy. Thereupon, the Purchasing Agent as agent shall, in strict accordance with the latest version of the Harris County Local Procurement Policy accept and approve on behalf of the District any required Performance Bond, Payment Bond, and certificates of insurance and endorsements, which may be properly presented on the prescribed form and indicate such acceptance and approval on the face of such bonds and insurance. The Contract shall not become effective or binding upon the District unless and until County Auditor's certification required by law is made. A corporation to which an award is made will be required to furnish evidence of the authority of the officer(s) executing the Contract.

2.5 Contractor's Failure to Perform.

- A. If the Bidder to whom the award is made fails to furnish a required Performance Bond, Payment Bond, or certificates of insurance and endorsements as herein provided, the Commissioners' Court may rescind its award and acceptance of Contractor's Bid and make an award to the next lowest responsive and responsible Bidder who shall fulfill every stipulation embraced herein as if the first award were made to it. If this should occur, the Bidder to whom the award was first made shall at the option of the District, be required to pay to the District the difference between its Bid and that of the next lowest responsive and responsible Bidder up to the maximum amount provided in the Bid Guarantee for the Project.
- B. At the sole discretion of the District, the Contract Time may begin to run ten (10) Days from the Notice of Award, regardless of whether the Bidder supplies the documents and certifications to the District as required by this Article in a timely manner.

2.6 Substitution Requests, Schedule of Submittals, and Schedule.

- A. Substitution Requests. Within fifteen (15) Days after Notice of Award (unless otherwise specified in the Contract Documents), Contractor shall provide all substitution requests as further described in Article 5.19.
- B. Schedule of Submittals. Contractor shall submit to the Engineer a Schedule of Submittals that conforms with the requirements of Article 5.17.

C. Schedule. Contractor shall submit a preliminary and baseline schedule that conforms with the requirements of Article 8.2.

2.7 Preconstruction Conference; Designation of Authorized Representatives; Notice to Proceed; Project Communication.

A. Upon award of Contract and before any Work at the Site is started, a preconstruction conference attended by the District, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to herein, procedures for handling Submittals and Shop Drawings, processing applications for payment, and maintaining required records. At this conference the Contractor will provide a list of Subcontractors including addresses and phone numbers, a list of personnel contacts, and a list of personnel authorized and designated by the Contractor, signed by a representative of the Contractor authorized to do business on behalf of the Contractor, to sign Contract Documents, including Change Orders and final estimates. The Contractor shall also provide a preliminary schedule in accordance with Article 8.2.

B. At this conference the Engineer and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

C. At the discretion of the District, the parties will partner to create a dispute resolution ladder to facilitate open communication and close cooperation that involves both Contractor and District personnel working together for the purpose of establishing a mutually beneficial, proactive, cooperative environment within which to achieve contract objectives, resolve issues, and implement actions as required. The dispute resolution ladder will provide the authority for both Contractor and District personnel at all levels with parameters and procedures for escalating disputes.

D. During the preconstruction conference, the District will solicit input from the Contractor on a reasonable date to start the Contract Time, however, the District shall reserve all rights in establishing the start date. After the preconstruction conference, the District shall issue a Notice to Proceed that establishes a commencement date for the Work, which shall be not more than sixty (60) Days from award of the Contract unless otherwise agreed to by the parties.

E. During the Project, all communications with the District, including the submittal of documents, shall be as required by the District.

2.8 Subcontractor Mobilization Meeting.

A. If requested by the Engineer, prior to the start of each Subcontractor's Site Work, the Contractor, the involved Subcontractor, and Engineer shall attend a pre-start meeting to discuss the schedule, coordination, procedures, and other administrative issues.

2.9 Authority of Engineer.

- A. The Work shall be done under the direct observation of the Engineer and to the Engineer's satisfaction. The Contractor shall furnish and deliver to designated delivery points all material called for under its Contract at such times and in such quantities as may be directed by the Engineer. The Engineer shall decide any and all questions which may arise as to the quality or acceptability of materials furnished, work performed, and rate of progress of the Work; all questions which may arise as to the interpretation of the Contract Documents; and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor. The Engineer's decisions under this provision shall be final and binding on both parties hereto. The Contractor shall promptly comply with instructions from the Engineer. Compliance with instructions from the Engineer shall be a condition precedent to any payment under the Contract.

2.10 Mobilization.

- A. Unless otherwise agreed to by the District, the Contractor shall mobilize to the Site and commence Work within ten (10) Days of the District issuing the Notice to Proceed. Should the Contractor fail to comply with the foregoing timeline, the Commissioners Court reserves the right to rescind the Contract for the Contractor's failure to perform. If the Contract is rescinded, the Contract shall extinguish, and the Contractor shall not be entitled to any compensation under the Contract or damages related to the rescission.
- B. The scope of Work for mobilization, including among other things, construction preparation and final Site cleanup and restoration, shall be in accordance with the Contract Documents. Payment for mobilization shall be in accordance with the Contract Documents.

ARTICLE 3 -EXAMINATION OF SITE; CONTRACT DOCUMENTS; INTENT

3.1 Examination of Drawings, Specifications, and Site of Work.

- A. Examination of Contract Documents; Project Site. Pursuant to the Bidding Documents, Contractor's submittal of a Bid is conclusive evidence the Contractor, among other things, examined the Contract Documents thoroughly, visited the Project site to become familiar with conditions that may affect costs, progress, performance or furnishing of the Work, and considered County, District, federal, state, and local laws, regulations, ordinances, and requirements that may affect costs, progress, performance, or furnishing of the Work. Before commencing any portion of the Work, Contractor shall again carefully examine all applicable Contract Documents (including the Standard Specifications), the Project Site, and other information given to Contractor as to materials and methods of construction and other Project requirements. Contractor shall immediately notify the Engineer in the form of an RFI of any potential error, inconsistency, ambiguity, conflict, or lack of detail or explanation. If Contractor performs, permits, or causes the performance of any Work which is in error, inconsistent or ambiguous, or not sufficiently detailed or explained that Contractor is aware of or should have known about, Contractor shall bear any and all resulting costs, including, without limitation, the cost of

correction. In no case shall the Contractor or any Subcontractor proceed with Work if uncertain as to the applicable requirements.

- B. Additional Instructions. After notification of any error, inconsistency, ambiguity, conflict, or lack of detail or explanation, the Engineer will provide any required additional instructions, by means of drawings or other written direction, necessary for proper execution of Work.
- C. Quality of Parts, Construction and Finish. All parts of the Work shall be of the best quality of their respective kinds, and the Contractor must use all diligence to inform itself fully as to the required construction and finish.
- D. Contractor's Variation from Contract Document Requirements. If it is found that the Contractor has varied from the requirements of the Contract Documents, including the requirement to comply with all Applicable Laws, the Engineer may at any time, before or after completion of the Work, to include after the Warranty period, order the improper Work removed, remade, or replaced by the Contractor at the Contractor's expense.

3.2 Intent of Contract Documents.

- A. The Contract Documents are complementary; what is required by any one will be binding as if required by all. The Contract Documents are intended to describe the Work. The Contract is to be carried out under the observation of the Engineer and the Engineer's assistants unless otherwise indicated.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to the District.
- C. The Contractor shall furnish, unless otherwise provided in the Contract Documents, all supervision, materials, implements, machinery, equipment, tools, supplies, and labor necessary to the prosecution and completion of the Project.
- D. Clarifications and interpretations of the Contract Documents shall be issued by the Engineer as provided in these General Conditions.
- E. If connections to utilities for equipment/fixtures are not shown in the Contract Documents but are necessary to operate the equipment/fixtures, the utilities service connection installation is part of the Work. The implied Work will conform to the appropriate sections of the Contract Documents.
- F. Organization of the Contract Documents into divisions, sections, articles, and arrangement of drawings shall not control the Contractor in dividing Work among Subcontractors or in establishing the extent of Work to be performed by any trade.
- G. Any construction items shown on the Drawings, but not listed as a separate bid item, shall be installed as indicated with the cost included in the bid item for the

related construction item. It is understood that all costs for Work shown or required by the Contract Documents for which there is not a specific bid item are included in the bid item price for the various construction items.

3.3 Reference Standards.

A. Standards, Specifications, Codes, Laws, and Regulations.

1. Reference to federal specifications, federal standards, other standards, specifications, manuals, or codes of any technical society, organization, or association, or to Applicable Laws, whether such reference be specific or by implication, shall mean the standard, specification, manual, code in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of the Engineer, Contractor, or any of their Subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to the District, the County, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.4 Reporting and Resolving Discrepancies; Order of Precedence.

A. Reporting Discrepancies.

1. Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to the Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, should have discovered, or has actual knowledge of, and shall obtain a written interpretation or clarification from the Engineer before proceeding with any Work affected thereby. If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (i) any Applicable Law, (ii) any standard, specification, manual, or code, or (iii) any instruction of any Supplier, then Contractor shall promptly submit a written RFI to the Engineer. Contractor shall not proceed with the Work affected thereby (except in an emergency) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in the Contract Documents, and any Work performed by Contractor before receipt of an amendment or supplement shall be at Contractor's own risk.

B. Resolving Discrepancies; Order of Precedence.

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any

conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

- a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or
 - b. the provisions of any Applicable Laws (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Applicable Law).
2. In resolving conflicts among any of the Contract Documents, the order of precedence shall be as follows:
- a. Permits from other agencies as may be required by law;
 - b. Change Orders or Pending Change Orders, most recent first;
 - c. Addenda, most recent first;
 - d. Contract;
 - e. Special Conditions to the General Conditions;
 - f. Contract Specific Specifications;
 - g. Drawings;
 - h. Special Provisions to the Standard Specifications;
 - i. General Conditions;
 - j. Standard Specifications;
 - k. Instructions to Bidders;
 - l. Invitation for Bids;
 - m. Contractor's Bid (Bid Forms);
 - n. Referenced standard specifications.
3. With reference to the Drawings, the order of precedence shall be as follows:
- a. Figures govern over scaled dimensions;
 - b. Detail drawings govern over general drawings;
 - c. Addenda/Change Order drawings govern over Drawings;
 - d. Drawings govern over standard drawings.
4. Notwithstanding the orders of precedence established above, in the event of conflicts, the higher standard, higher quality, and most expensive shall apply, at the discretion of the Engineer. In the case of any conflict between any Applicable

Laws, including but not limited to federal requirements, incorporated into the Contract Documents and other sections of the Contract Documents, the more stringent requirements shall govern, unless otherwise directed by the Engineer.

3.5 Amending and Supplementing Contract Documents.

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work, or to modify the terms and conditions thereof, only by Change Order or written amendment to the Contract duly executed by the parties.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized at no cost to the District, by one or more of the following ways:
 - 1. The Engineer's review of a Submittal, Shop Drawing, Sample or substitution request without exception (subject to the provisions of the Contract Documents); or
 - 2. The Engineer's issuance of a response to an RFI.
- C. However, no review or RFI response will reduce or modify the Contractor's obligation to fully satisfy and comply with the requirements of the Contract Documents.

3.6 Reuse of Documents.

- A. Contractor and any Subcontractor or Supplier shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Contract Documents, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer of Record or its consultants, including electronic media editions; or
 - 2. reuse any such Drawings, Contract Documents, other documents, or copies thereof on extensions of the Project or any other project without written consent of the District and Engineer of Record and specific written verification or adaptation by Engineer of Record.
- B. The prohibitions of this Article will survive final payment or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 -INDEMNIFICATION; INSURANCE

4.1 Indemnification.

- A. Contractor shall provide indemnification and defense as set forth in the Contract.

4.2 Insurance.

- A. Contractor shall obtain and maintain, at its sole cost and expense, the insurance as set forth in the Contract.

ARTICLE 5 -REGULATORY REQUIREMENTS; CONTRACTOR RESPONSIBILITIES

5.1 Self-Performance.

- A. Unless otherwise indicated in the Bidding Documents, the Contractor shall perform, with its own organization, Work amounting to at least twenty-five percent (25%) of the Contract Price.

5.2 Laws to be Observed.

- A. **THE CONTRACTOR IS ASSUMED TO BE FAMILIAR WITH AND AT ALL TIMES SHALL OBSERVE AND COMPLY WITH ALL FEDERAL, STATE, DISTRICT, COUNTY AND CITY LAWS, ORDINANCES AND REGULATIONS IN ANY MANNER AFFECTING THE CONDUCT OF THE WORK, AND SHALL INDEMNIFY AND SAVE HARMLESS THE DISTRICT, THE COUNTY, AND THEIR OFFICERS, OFFICIALS, AND REPRESENTATIVES AGAINST ANY CLAIM ARISING FROM THE VIOLATION OF, OR FAILURE TO COMPLY WITH ANY SUCH LAWS, ORDINANCES, OR REGULATIONS, BY THE CONTRACTOR OR ITS EMPLOYEES. A VIOLATION OF ANY FEDERAL, STATE, COUNTY, OR CITY LAW, ORDINANCE, OR REGULATION SHALL BE A BREACH OF THE CONTRACT, AND THE DISTRICT MAY TERMINATE FOR CAUSE.**

5.3 Permits and Licenses.

- A. The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the Work, unless otherwise specified in the Contract Documents. This includes, but is not limited to, utility taps and hook-ups. The District, the County, and their officers and officials shall not be liable for any delays or damages, including, but not limited to, an extension of the Contract Time, for the time required by the Contractor to obtain permits and licenses.
- B. The Contractor shall arrange and pay for all off-site inspection of the Work related to permits and licenses, including certification, required by the specifications, drawings, or by governing authorities, except for such off-site inspections identified as the District's responsibility in the Contract Documents. Inspections required by the County shall not be considered the District's responsibility or within the District's authority unless otherwise noted in the Contract Documents.
- C. Before acceptance of the Work, the Contractor shall submit all licenses, permits, certificates of inspection and required approvals to the Engineer.

5.4 Taxes.

- A. The Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid in accordance with Applicable Laws in performance of public work contracts.

5.5 Public Convenience.

- A. General.

1. The Contractor's operations shall cause no unnecessary inconvenience to the public or businesses in the vicinity of the Work. The Contractor shall have no greater length or quantity of Work under construction than can be properly prosecuted with a minimum of inconvenience to the public and other contractors engaged in adjacent or related work. The Contractor shall provide continuous and unobstructed access to the adjacent properties unless otherwise specified in the Special Provisions or approved by Engineer. Work requiring traffic lane closures shall only be performed between the hours specified in the Contract Documents. Traffic shall be permitted to pass through the Work site, unless otherwise specified in the Contract Documents. No later than completion of each day's work or as soon as there is no active work in the area, the Contractor shall be responsible for leaving the work area free of hazards and shall also provide all necessary temporary signs, warning devices, and barricades.

B. Traffic Control.

1. If required by the Special Conditions, traffic control plans shall be prepared in accordance with the Contract Documents and at Contractor's expense, and traffic control shall be performed at Contractor's expense in accordance with the requirements of the District. Traffic Control plans generated by the Contractor shall be in accordance with the Contract Documents, Harris County Standards, Texas Manual on Uniform Traffic Control Devices, and traffic control requirements of any governmental entity with jurisdiction on the Project. The plans are subject to District approval, in addition to any other approval required by any governmental entity with jurisdiction on the Project. Costs for traffic control plans, implementation of traffic control, or traffic signal services required by the District shall be included in the Contractor's Bid. Traffic Control plans not subject to a governmental entity shall be prepared by a roadway engineer or similar and signed and sealed by that person.
2. Unless provided otherwise in the Contract Documents, the Contractor is solely responsible for furnishing, erecting, and maintaining suitable barricades, warning signs, flares, barriers, cones, lights, flags, signals, flagmen, and other traffic control devices as are or may be necessary to adequately protect the Work and warn, advise, and safeguard the traveling public over the entire length of the Project, including, but not limited to, sections of the project which the Contractor closes to traffic. The Contractor's responsibility in this regard extends for the entire duration of the Project, from the start of construction until acceptance by the Engineer. All barricades, signs, and other types of devices necessary for traffic control and to protect the Work shall be in accordance with the Texas Manual on Uniform Traffic Control Devices, requirements of any governmental entity with jurisdiction on the Project, or permit requirements.

C. Detours on Projects Involving Public Roads.

1. Detours and temporary structures necessary for public travel during the prosecution of the Work will be indicated in the Contract Documents, and the cost shall be included in the Bid and Contract price.
2. The Contractor shall provide a properly signed and marked means of ingress and egress for residents and businesses along any closed section of the Work and

shall provide property owners a means of access to a public road. No section of the Work shall be closed to traffic until so directed by the Engineer.

3. If the Project includes existing curbside mailboxes, and access for mail delivery will be impacted by the Work, the Contractor shall either provide access or relocate the mailboxes for mail delivery. The Contractor shall prepare a plan to address said access or relocation and submit the plan to the District for approval.
4. Where possible, construction of all drainage ditches and drainage culvert crossings shall be completed prior to main roadway construction.

5.6 Safety.

A. General Safety. The Contractor shall comply with all Applicable Laws, including, but not limited to, any and all regulations of the federal, state, and local government applicable to the Project for safety.

B. Safety Representative; Safety Plan. Contractor shall designate an experienced safety representative at the Project. Contractor shall provide the Engineer the name and contact information of the safety representative in writing. At the request of the District, the Contractor shall submit a safety plan for the Project. Review of the safety plan by the District will only be in regards to compliance with the Contract Documents and will not constitute approval by the District or relieve the Contractor from complying with any and all federal, state, or local safety regulations applicable to the Project for safety.

C. Work Site Safety and Protection

1. Contractor shall be solely responsible for all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety laws. Contractor shall take all necessary precautions to provide the necessary protection to prevent damage, injury, or loss to:
 - a. all persons on the Project or who may be affected by the Work;
 - b. all the Work, including materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - c. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
2. Contractor shall comply with all Applicable Laws relating to the safety and protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

3. If death, serious injuries, or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the Engineer or other representative. The Contractor must promptly report in writing to the Engineer all accidents whatsoever arising out of, or in connection with, the performance of the work, whether on or adjacent to the site, giving full details and statements of witnesses.
4. All damage, injury, or loss to any property, caused directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity, directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor.

5.7 Sanitary Provisions.

- A. The Contractor shall provide and maintain in a neat and sanitary condition such accommodations for the use of its employees as may be necessary to comply with Applicable Laws. Contractor shall provide drinking water, sanitary temporary toilet buildings, and hand washing facilities for the use of all workers. All toilets and hand washing facilities shall comply with local codes and ordinances. Toilets shall be kept supplied with toilet paper and shall have workable door fasteners. Toilets and hand washing facilities shall be serviced no less than once weekly. The toilets and hand washing facilities shall be always maintained in a sanitary condition. Use of toilet and hand washing facilities in the Work under construction shall not be permitted. Any other sanitary facilities required by OSHA shall be the responsibility of the Contractor.

5.8 Environmental Protection.

The Contractor shall be responsible for compliance with all applicable environmental protection requirements, codes, regulations, laws, and ordinances.

- A. Disturbed Areas. The Contractor shall recognize the environmental requirements of the Project. Disturbed areas shall be strictly limited to boundaries established by the Engineer. Particular attention is drawn to the avoidance of any pollution to or from any "on-site" waterways, including, but not limited to, bayous, streams, sewers, wells or other water sources. Contractor shall prevent erosion of soil and excess runoff of surface or subsurface water from the construction site during the construction period. Contractor shall construct temporary ground cover as needed to retain existing drainage patterns external to the construction site. The Contractor shall legally dispose of all solid waste materials and other materials removed from the site by transporting to disposal areas that are approved by state and local authorities. No burning shall be permitted unless otherwise noted.
- B. Air Pollution Control. Contractor shall comply with all air pollution control rules, regulations, ordinances, and statutes. Contractor shall not discharge smoke, dust, or other air contaminants into the atmosphere in violation of any applicable laws, rules, and regulations.
- C. Dust Control. As required by the Contract Documents, Contractor, at its expense, shall, among other things, maintain all excavations, embankments, haul roads, permanent access roads, plant sites, waste disposal areas, borrow areas, and all

other work areas free from dust. Contractor shall prevent exposing adjacent public and private roads and property to dust and immediately remediate said exposure at its sole expense.

D. Excessive Noise. Contractor shall use only such equipment on the Work, and in such state of repair, so that the emission of sound therefrom is within the noise tolerance level of that equipment as established by OSHA. Contractor shall comply with the most restrictive of the following: (1) local sound control and noise level rules, regulations, and ordinances and (2) the requirements contained in these Contract Documents, including hours of operation requirements. No internal combustion engine shall be operated on the Project without a muffler of the type recommended by the manufacturer. Should any muffler or other control device sustain damage or be determined to be ineffective or defective, the Contractor shall promptly remove the equipment and shall not return said equipment to the job until the device is repaired or replaced. Said noise and vibration level requirements shall apply to all equipment on the job or related to the job, including but not limited to, trucks, transit mixers, or transit equipment that may or may not be owned by the Contractor.

E. Storm Water. Storm, surface, ground, nuisance, or other waters may be encountered at various times during construction of the Work. Therefore, the Contractor hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom. Contractor shall keep itself and all Subcontractors, staff, and employees fully informed of and in compliance with all Applicable Laws that may impact or be implicated by the performance of the Work, including all applicable provisions regulating discharges of storm water. This includes all applicable requirements of the Texas Pollution Discharge Elimination System and any applicable District or state water quality permits or requirements.

F. Hazardous Waste.

1. The District, the County, and their officers and officials shall not be responsible for any Hazardous Waste brought to the site by the Contractor. If the Contractor: (i) introduces and/or discharges a Hazardous Waste onto the site in a manner not specified by the Contract Documents, and/or (ii) disturbs a Hazardous Material identified in the Contract Documents; the Contractor shall hire a qualified remediation contractor at Contractor's sole cost to eliminate the condition as soon as possible. Under no circumstance shall the Contractor perform Work for which it is not qualified. The District, in its sole discretion, may require the Contractor to retain an independent testing laboratory at Contractor's cost.
2. If the Contractor encounters a Hazardous Waste which may cause foreseeable injury or damage, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such material or substance (except in an emergency situation); and (iii) notify the Engineer (and promptly thereafter confirm such notice in writing). The Engineer shall verify the presence or absence of the Hazardous Waste reported by the Contractor. In the event such material or substance is found to be present, the Engineer shall verify that the levels of the hazardous material are below OSHA Permissible Exposure Levels and below levels which would classify the material as state or federal hazardous waste.

When the material falls below such levels, Work in the affected area shall resume upon direction by the Engineer.

3. **Contractor shall indemnify and hold harmless the District and the County from and against claims, damages, losses and expenses, arising from a Hazardous Waste on the Project site, if such Hazardous Waste exceeded OSHA Permissible Exposure Levels or levels which would classify the material as a state of Texas or federal hazardous waste, and was either i) shown on the Contract Documents or Information Available to Bidders; or (ii) brought to the site by Contractor. Nothing in this paragraph shall obligate the Contractor to indemnify the District or the County in the event of the sole negligence of the District or the County, their officers, agents, or employees.**

5.9 Cultural Artifacts.

- A. The Contractor shall prevent the removal or disturbance of any historical, archaeological, architectural, or other cultural artifacts, including, but not limited to, relics, vestiges, remains, or objects of antiquity. In the event such items are discovered on the Site, the Contractor shall immediately notify the Engineer, and the site and the material shall be protected by the Contractor from further disturbance until a professional examination of them can be made or until clearance to proceed is authorized by the Engineer.

5.10 District Field Office and Restroom.

- A. If specified in the Contract Documents, the Contractor shall provide and maintain at its own expense an on-site restroom and field office for the exclusive use of the Engineer and their staff for all projects ninety (90) Days and over in duration. The restroom and field office shall be placed at a location approved by the Engineer. The office will be a minimum of 200 square feet in size and be mounted on skids, wheels, or other approved mobility. The office shall have a ceiling not less than 7 feet in height and shall be of weather-tight construction. The inside walls of the office shall be lined with paneling or other material approved by the Engineer; shall have no fewer than four double hung windows, a door with hasp for padlock, and a floor covered in tile or other material approved by the Engineer; and shall be a minimum of 8 inches above the ground. The office shall have: a closet at least 3 feet wide, 1-1/2 feet deep, and 7 feet in height; a sloped top stand-up height table (minimum 30 inches by 60 inches) and stool; one kneehole desk (minimum 30 inches by 60 inches); 3 desk chairs; not less than 12 stackable or folding meeting chairs; and a lockable two-drawer legal size file cabinet. The Contractor shall also provide two racks for holding Drawings and an office sign 24 inches x 36 inches, painted as directed by the Engineer. All exterior openings shall be screened. Field office and restroom may be a fixed location such as an apartment or storefront as approved by the Engineer. Contractor will provide a water cooler with bottled drinking water, and Contractor shall maintain bottled water in a fresh and safe condition. A minimum of three parking spaces with clear and safe access must be available for use by the District during normal working hours. The office shall be wired and furnished with electricity, shall be air-conditioned and heated, shall have secure, password protected WiFi and/or high-speed wireless internet service solely for use by the District, and contain a working telephone with a separate line and a printer/scanner for District's use. The restroom must be maintained and cleaned to

the approval of the Engineer, to include maintaining a supply of paper towels, toilet paper, and hand soap. The field office and restroom must be cleaned weekly, or as determined by the Engineer, in order to maintain a clean and safe working environment.

- B. The field office and restroom shall be completely equipped, fully functional, and ready for use within ten (10) Days of the commencement date of the Work stated in the Notice to Proceed and must be maintained for the duration of the entire Project until all punch list items are complete. If the field office and/or restroom are not complete and ready for use as required by the foregoing, damages may be assessed at \$200 per each Day, to be assessed until they are installed and fully functional. If the field office and/or restroom are not properly maintained as described above, the District shall notify the Contractor of the deficiency. If the deficiency is not corrected within three (3) Days, damages may be assessed in the amount of \$100 per each Day at the discretion of the Engineer.
- C. This building and the items furnished with the building shall remain the Contractor's property and shall be removed by the Contractor at the end of the Project. No direct payment will be made for the structure or the furnishings.

5.11 Cooperation of Contractor; Contractor's Field Superintendent.

- A. The Contractor shall give the Work constant attention to facilitate the progress thereof and shall cooperate with the Engineer in every way possible. Before starting the Work, the Contractor shall designate in writing a full time Field Superintendent who shall have complete authority to act on behalf of and obligate the Contractor. An alternative Field Superintendent may be designated as well. Both the Field Superintendent and alternate, if designated, (hereinafter styled "Superintendent"), shall have a minimum of eight (8) years' experience in similar construction work unless otherwise approved by the District. The Superintendent shall be present at the Work site whenever work by the Contractor or Subcontractors is in progress or whenever actions of the elements necessitate Superintendent's presence to take measures necessary to protect the Work, persons, or property, regardless of the amount of Work conducted by Subcontractors. The Superintendent must be authorized to receive orders and act on behalf of the Contractor, and able to proficiently speak, read and write in English. The Contractor shall give the Engineer full opportunity to inspect the Work at all stages, and where there have been any Work stoppages, Contractor shall give the Engineer at least twenty-four (24) hour notice before resuming operations. Contractor shall take no advantage of errors or omissions.
- B. If the Superintendent is absent for any part of any day that work is being performed, then \$150.00 per day (for each such occurrence) may be back charged to the Contractor and deducted from the pay estimate. Repetitive occurrences could be grounds for notifying the bonding company.

5.12 Character of Workmen and Equipment.

- A. Contractor shall at all times enforce strict discipline and good order among its employees. Contractor shall not employ on the Project any unfit person or anyone not skilled in the Work assigned to him or her.

- B. Any Field Superintendent, foreman, or workman employed by the Contractor or by any Subcontractor, who in the opinion of the Engineer or the Engineer's authorized representative does not perform their Work in a proper and skillful manner or is disrespectful, intemperate, disorderly or otherwise objectionable shall, at the written request of the Engineer, be forthwith removed from the job site by the Contractor or any Subcontractor employing such foreman or workman and shall not be employed again on any portion of the Work without the prior written consent of the Engineer. Should the Contractor fail to remove such person or persons, or fail to furnish suitable and sufficient machinery, equipment or force for the proper prosecution of the Work, the Engineer may withhold all estimates which are or may become due, or may suspend the Work until the Contractor replaces such workmen with persons to properly and satisfactorily perform the Work in the manner prescribed in these Contract Documents.
- C. Contractor shall comply with all District policies that require background checks of Contractor's employees, including, but not limited to, fingerprinting and criminal history.

5.13 Protection Against Claims of Subcontractors Laborers Materialmen and Furnishers of Machinery Equipment and Supplies.

- A. **The Contractor shall indemnify, defend, and save the District, the County, their officers, directors, agents, employees, and successors and assigns harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, power tools and all supplies, including commissary, incurred in the furtherance of the performance of the Contract. When so desired by the District, the Contractor shall furnish satisfactory evidence that all obligations of the nature herein above designated have been paid, discharged, or waived.**

5.14 Labor.

A. Hours of Work.

1. The Site may be occupied by the District during the course of the Project, and the Contractor shall sequence its Work so as to not interfere with normal activities of the District outside the Work area during the Project.
2. Except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, which are defined as hours between 7:00 a.m. and 6:00 p.m. Monday through Sunday ("Working Hours"). Contractor shall provide notification in writing to the Engineer at least forty-eight (48) hours in advance of working on Saturdays, Sundays, or Holidays so inspections may be performed. Contractor will furnish the Engineer a schedule for said work. Notwithstanding the foregoing, the Contractor may work outside of Working Hours in the case of emergency or for the safety or protection of persons or property at the Site or adjacent thereto.
3. Contractor is solely responsible for the payment of any and all overtime compensation during the Project, including, but not limited to, when performing

Work during the Working Hours. The District is not responsible to Contractor or Contractor's employees for payment of any overtime compensation or any additional payments pursuant to the Fair Labor Standards Act, 29 U.S.C. Section 207 9a(1), as amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000e, et al., as amended; any provisions of the TEXAS LABOR CODE ANN., as amended; or the Contract Work Hours and Safety and Standards Act (40 U.S.C. §§ 3701-3708). Contractor shall be solely responsible for full compliance with the foregoing state and federal laws.

B. Prevailing Wage Rates.

1. Contractor is aware of the provisions of Chapter 2258 of the Texas Government Code, which requires the payment of prevailing wage rates and the performance of other requirements on certain "public works" ("Prevailing Wage Laws"). Since the Work is being performed as part of an applicable "public works", as defined by the Prevailing Wage Laws, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor or any subcontractor shall forfeit, as a penalty to District, sixty dollars (\$60.00) for each calendar day, or portion thereof, in which the worker subject to prevailing wage is paid less than the stipulated prevailing wage rates for any work done under the Contract by Contractor or any subcontractor. Contractor and any subcontractor shall keep a record showing the names and occupations of all workers and the actual per diem wages paid to each worker. These records must be open during Working Hours for inspection by the officers and agents of District. District reserves the right for its agents to visit the project site and to interview Contractor, its subcontractors and employees of each on any day or time, as often as desired during the Contract period, without prior notification. All initial determinations of the classification of workers or the appropriate prevailing wage shall be made by the Harris County Contract Compliance Officer and his determinations shall be binding. The Prevailing Wage Laws shall not be construed to relieve Contractor from any obligations under federal law. The Contractor shall post the wage scale at all times at the Site in a prominent place where it can be easily seen by the workers. **CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD COUNTY, DISTRICT, AND THEIR ELECTED OFFICIALS, OFFICERS, EMPLOYEES AND AGENTS FREE AND HARMLESS FROM ANY CLAIMS, LIABILITIES, COSTS, PENALTIES, OR INTEREST ARISING OUT OF ANY FAILURE OR ALLEGED FAILURE TO COMPLY WITH THE PREVAILING WAGE LAWS.**

5.15 Subcontractors.

- A. At the preconstruction conference and once a month as part of the Application for Payment, the Contractor is required to furnish a list of Subcontractors proposed for principal portions of the Work. Contractor shall not employ Subcontractors, whether initially or as a replacement, against whom District may have reasonable objection. Subcontractors will not be replaced by the Contractor, without written approval by the District. The Contractor will respond to any rejection of Subcontractors by submitting an acceptable substitute to the District. No agreement to do any part of the Work will be made between the Contractor and any Subcontractor, person, or organization which has been rejected by the Engineer. Similarly, the Contractor is not required to contract with any Subcontractor, person, or organization to which it has reasonable objection. The District's acceptance of any Subcontractor under this

Contract shall not in any way relieve Contractor of its obligations in the Contract Documents.

- B. Subcontractors shall be qualified, sufficiently experienced, and appropriately licensed and specifically qualified where required by the Contract Documents.
- C. Contractor agrees to bind every Subcontractor to the terms of the Contract Documents as far as such terms are applicable to Subcontractor's portion of the Work. Contractor shall be as fully responsible to the District for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by its Subcontractors, as Contractor is for acts and omissions of persons directly employed by Contractor. Nothing contained in these Contract Documents shall create any contractual relationship between any Subcontractor and the District.
- D. Contractor shall be solely responsible for supervision, scheduling, and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with the District through the Contractor.
- F. The Contractor shall promptly make payments to all persons supplying labor and materials or furnishing it any equipment in the execution of the Contract. Neither the District nor the Engineer has any obligation to pay or see to the payment of any monies to any Subcontractor, except as may otherwise be required by law.
- G. No Subcontractor shall, under any circumstances, relieve the Contractor of its liabilities and obligations under this Contract should such Subcontractor fail to perform the work undertaken by it in a satisfactory manner.

5.16 Progress Meetings.

- A. The Contractor and District shall schedule and hold a regular progress meeting one week prior to each scheduled Application for Payment and at other times as requested by Engineer or as required by progress of the Work. The Contractor and Engineer shall attend each meeting. The Contractor or Engineer may at their discretion request attendance by representatives of Contractor's Suppliers, manufacturers, and Subcontractors. The Engineer will preside at the progress meetings and will arrange for keeping and distributing the minutes. The Contractor will ensure that the Field Superintendent, or higher management, is present at each meeting, as approved by the Engineer. The purpose of the meetings is to review the progress of the Work, maintain coordination of efforts, discuss changes in scheduling, and resolve other problems which may develop. During each meeting, the Contractor shall present any issues which may impact its progress with a view to resolve these issues expeditiously.

5.17 Submittals.

- A. Schedule of Submittals. Within ten (10) Days after the Pre-Construction Meeting (unless otherwise specified in the Contract Documents), Contractor will prepare and

deliver a Schedule of Submittals to the Engineer that has been fully integrated with the progress schedule and identifies each Submittal required by the Contract Documents as well as the date on which Contractor will deliver each Submittal to the Engineer. Each Submittal must be delivered to the Engineer at least thirty (30) Days prior to the date the material or equipment is scheduled to be incorporated into the Work. The Contractor is responsible for any schedule delays resulting from the Submittal process.

B. Submittal Procedures.

1. Contractor will abide the following procedures for each Submittal, Shop Drawing, and Sample required by the Contract Documents:
 - a. Submittals must be transmitted electronically as required by District provided document management software.
 - b. Unless otherwise numbered by electronic document management software, transmittals will be sequentially numbered.
 - c. Each Submittal will identify the Project, Contractor, Subcontractor and Supplier, pertinent Drawing and detail number, and Specification Section number appropriate to Submittal.
 - d. By transmitting a Submittal, Contractor certifies it has reviewed and approved each Submittal, verified products required, field dimensions, adjacent construction Work, and that coordination of information is according to requirements of the Work and Contract Documents.
 - e. Identify variations in Contract Documents and product or system limitations that may differ and/or be detrimental to successful performance of completed Work.
 - f. When Submittal is returned to Contractor with comments for revision, Contractor shall promptly address the Engineer's comments and resubmit. Contractor shall identify changes made since previous submission. Delays resulting from incorrect submittals are not the responsibility of the District.
 - g. The Engineer's review of Shop Drawings shall not relieve Contractor from responsibility for deviations from the Contract Documents unless Contractor has, in writing, called the Engineer's attention to such deviations at time of submission, and the Engineer has taken no exception to the deviation. The Engineer's review of shop drawings shall not relieve Contractor from responsibility for errors in Shop Drawings.
 - h. Submittals not required by the Contract Documents or requested by the District will not be acknowledged or processed.
 - i. Incomplete Submittals will not be reviewed by the District. Delays resulting from incomplete submittals are not the responsibility of the District.

- j. Contractor shall not be entitled to any extension of the Contract Times as a result of the Submittal process.
2. Where a Submittal, Shop Drawing, or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to the Engineer review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. Schedule Milestone for Submittals. Contractor must submit all Submittals required by the Contract Documents in accordance with the Schedule of Submittals. If Contractor fails to submit the Submittals in accordance with the Schedule of Submittals, Contractor will be solely liable for any delays or impacts caused by the delayed Submittal, whether direct or indirect. Contractor will be liable for the time calculated from the date the submittal is due until the date a compliant Submittal is made. A compliant Submittal will be one that is complete and satisfies the requirements of the Contract Documents.

5.18 Shop Drawings and Sample Submittal Procedures.

- A. Before submitting each Shop Drawing or Sample, Contractor shall have:
 1. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 2. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 3. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 4. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
- B. With each submittal, Contractor shall give the Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal and, in addition, a specific notation made on each Shop Drawing or Sample submitted to the Engineer for review and approval of each such variation.
- C. Shop Drawings.
 1. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show the Engineer the services, materials, and equipment Contractor proposes to provide and to enable the Engineer to review the information for assessing

conformance with information given and design concept expressed in Contract Documents.

2. When required by individual Specification sections, provide Shop Drawings signed and sealed by a professional engineer responsible for designing components shown on Shop Drawings. Shop Drawings must include signed and sealed calculations to support design in a form suitable for submission to and approval by authorities having jurisdiction.
 3. Shop Drawings for steel structures shall consist of shop details, erection, and other working Drawings showing details, dimensions, sizes of members, and other information necessary for the complete fabrication and erection of the metal work.
 4. Shop Drawings of concrete structures shall consist of such detailed drawings as may reasonably be required for the successful prosecution of the Work and which are not included in the Drawings furnished by the Engineer. These may include drawings for false-work, bracing, centering and form work, masonry layout diagrams, and diagrams for bent reinforcement.
 5. Contractor shall make revisions and provide additional information when required by authorities having jurisdiction.
- D. Samples. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended, and other data as required to enable the Engineer to review the submittal for assessing conformance with information given and design concept expressed in Contract Documents. Samples should be of appropriate size and detail to assess functional, aesthetic, color, texture, patterns, and finish selection.
- E. District's Review.
1. The Engineer will review Shop Drawings and Samples in accordance with the Schedule of Submittals. The Engineer's review and acceptance will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. The Engineer review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 3. The Engineer's review and acceptance shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless the Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample.
- F. Resubmittal Procedures. Contractor shall make corrections required by the Engineer and shall return corrected Shop Drawings and submit, as required, new

Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by the Engineer on previous submittals.

5.19 Requests for Substitutions.

- A. For the purposes of this Article, the term “substitution” shall mean the substitution of any material, method, or service substantially equal to or better in every respect to that indicated in the Contract Documents or otherwise referenced herein.
- B. Words which have well known technical, or trade meanings have those meanings in relation to materials or Work described in the Contract Documents. Where materials or equipment are specified by a trade or brand name, the intention is not to discriminate against an equal product of another manufacturer, but rather to set a definite standard of quality or performance. The Engineer will be the judge of equivalency. Any substitution of equivalent materials or equipment must be approved in writing by the Engineer. The Engineer may require a specifically designated material, equipment, or process.
- C. The Contractor shall submit substitution requests, together with substantiating data, for substitution of any “or equal” material, process, or article no later than fifteen (15) Days after award of Contract. At the District’s sole discretion, late substitution requests may be considered. Provisions regarding submission of substitution requests shall not in any way authorize an extension of time for the performance of this Contract. If a substitution request is rejected by the Engineer, the Contractor shall provide the material, method, or service specified herein. The District shall not be responsible for any costs incurred by the Contractor associated with substitution requests. The burden of proof as to the equality of any material, process, or article shall rest with the Contractor. The Engineer has the complete and sole discretion to determine if a material, process, or article is substantially equal to or better than that specified and to approve or reject all substitution requests.
- D. Substantiating data as described above shall include, at a minimum, the following information:
 1. A signed affidavit from the Contractor, or from the Supplier or Subcontractor seeking the substitution, stating that the material, process, or article proposed as a substitution is substantially equal to or better than that specified in every way except as may be listed on the affidavit.
 2. Illustrations, specifications, catalog cut sheets, and any other relevant data required to prove that the material, process, or article is substantially equal to or better than that specified.
 3. A statement of the cost implications of the substitution being requested by the Contractor, indicating whether and why the proposed substitution will reduce or increase the amount of the contract. Any increased costs shall be borne by the Contractor.
 4. Information detailing the durability and lifecycle costs of the proposed substitution.

- E. Failure to submit all the required substantiating data detailed above in a timely manner so that the substitution request can be adequately reviewed may result in rejection of the substitution request. The Engineer is not obligated to review multiple submittals related the same substitution request resulting from the Contractor's failure to initially submit a complete package.
- F. Time limitations within this Article shall be strictly complied with and in no case will an extension of time for completion of the Contract be granted because of Contractor's failure to provide substitution requests at the time and in the manner described herein.
- G. The Contractor shall bear the costs of all the District work associated with the review of substitution requests. If substitution requests approved by the Engineer require that Contractor furnish materials, methods, or services more expensive than that specified, the increased costs shall be borne by Contractor.

5.20 As-Built Drawings.

- A. The Contractor shall maintain one As-Built set of Contract Documents at the Site or digitally in an acceptable format as specified by the Engineer. On these, it shall mark all Project conditions, locations, configurations, and any other changes or deviations which may vary from the information represented in the original Contract Documents, including buried or concealed construction and utility features which are revealed during the course of construction. Special attention shall be given to recording the horizontal and vertical location of all buried or concealed utilities that differ from the locations indicated, or which were not indicated on the Drawings. For all Projects involving the installation of any pipeline, Contractor shall survey and record the top of the pipe at a minimum of every 100 linear feet, and at each bend, recording both the horizontal and vertical locations. Said Drawings shall be supplemented by any detailed sketches as necessary or directed to fully indicate the Work as actually constructed.
- B. These master As-Built Drawings of the as-built conditions, including all revisions made necessary by Addenda and Change Orders, shall be maintained up to date during the progress of the Project. Red ink shall be used for alterations and notes. Notes shall identify relevant Change Orders by number and date. As-Built Drawings shall be accessible to the Engineer at all times during the construction period. Failure on the Contractor's part to keep As-Built Drawings current could result in withholding partial payment.
- C. Upon completion of the Project and as a condition of final acceptance, the Contractor shall finalize and deliver a complete set of As-Built Drawings to the Engineer in a format as requested by the District, electronic or otherwise. The information submitted by the Contractor will be assumed to be correct, and the Contractor shall be responsible for, and liable to the District for, the accuracy of such information, and for any errors or omissions which may or may not appear on the As-Built Drawings.
- D. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to complete the As-Built Drawings shall be included

in Contractor's bid and distributed in the Bid Schedule. No additional compensation shall be made to the Contractor for this Work.

5.21 Surveying and Reference Points; Layout of Work.

- A. Horizontal and vertical control and right-of-way monuments, as shown in the Plans, will be marked in the field by the Engineer.
- B. The Contractor shall protect and preserve the established reference points and shall make no changes or relocations without prior written approval of the Engineer in a format as directed by the District. The Contractor shall report to the Engineer whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations and shall be responsible for the accurate replacement or relocation of such reference points by professionally qualified personnel.

5.22 Separate Contracts and Cooperation.

- A. Separate Contracts. The District reserves the right to let other contracts in connection with this Work or on the Project site. Contractor shall extend full cooperation towards the successful execution of all separate contracts. Contractor shall permit other contractors' reasonable access and storage of their materials and execution of their work and shall properly connect and coordinate its Work with theirs. To ensure proper execution of its subsequent Work, Contractor shall immediately inspect work already in place and shall at once report to the Engineer any problems with the Work in place or discrepancies with the Contract Documents.
- B. Cooperation. Contractor shall ascertain to its own satisfaction the scope of the Project and nature of any other contracts that have been or may be awarded by the District in prosecution of the Project to the end that Contractor may perform this Contract in the light of such other contracts, if any. Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy at site of the Project. Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on the Project. If simultaneous execution of any contract for the Project is likely to cause interference with performance of some other contract or contracts, the Engineer shall decide which Contractor shall cease Work temporarily and which contractor shall continue or whether work can be coordinated so that contractors may proceed simultaneously. The District shall not be responsible for any damages suffered or for extra costs incurred by Contractor resulting directly or indirectly from award, performance, or attempted performance of any other contract or contracts on the Project Site to the extent the Contractor knew, or should have known, about the other contract.
- C. Cutting, Fitting, and Patching. The Contractor shall do all cutting, fitting, or patching work required to make all parts of the Project come together properly and to allow the Project to receive or be received by the work of separate contractors shown upon, or reasonably implied by, the Contract Documents. The Contractor shall not endanger the Project, or adjacent property by cutting, digging, or otherwise. The Contractor shall not cut or alter the work of any separate Contractor without the prior written consent of the Engineer.

5.23 Work Site.

- A. Parking. The Contractor shall be responsible for the parking of any and all vehicles belonging to its employees or employees of its Subcontractors in a legal manner at no additional expense or inconvenience to the District.
- B. Limitation of Use of Site and Other Areas. Rights-of-way, easements, or rights-of-entry for the Work will be provided as shown on the Drawings and/or in the Contract Documents. Unless otherwise specified in the Contract Documents, the Contractor shall make arrangements, pay for, and assume all responsibility for acquiring, using, and disposing of additional work areas and facilities temporarily required. **The Contractor shall indemnify and hold the District harmless from all claims for damages caused by such actions.** Contractor shall confine construction equipment and the operations of workers to the Site and other areas permitted by Applicable Laws and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to District or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
- C. Site Maintenance. During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris including without limitation before the end of each shift. Removal and disposal of such waste materials, rubbish, and other debris shall conform to Applicable Laws. The Contractor shall furnish trash bins for all debris from construction. All debris shall be placed in trash bins daily. Forms and false-work that are to be re-used shall be stacked neatly concurrently with their removal. Forms and false-work that are not to be re-used shall be disposed of concurrently with their removal. At a minimum, Contractor shall maintain landscaping, including vegetation and grass, in a professional manner throughout the Project that conforms with Applicable Laws of local jurisdictions or as otherwise directed by the Engineer.
- D. Cleaning. Prior to Completion of the Work, Contractor shall clean the Site and the Work and make it ready for utilization by the District. At the completion of the Work, Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

5.24 Utility Usage.

- A. All temporary utilities, including but not limited to electricity, water, gas, and telephone, used on the Work shall be furnished and paid for by Contractor. Contractor shall provide necessary temporary distribution systems, including meters, if necessary, from distribution points to points on the Work where the utility is needed. Upon completion of the Work, Contractor shall remove all temporary distribution systems. Contractor shall provide necessary and adequate utilities and pay all costs for water, electricity, gas, oil, and sewer charges required for completion of the Work, including but not limited to, startup and testing required in the Contract Documents. All permanent meters installed shall be listed in the Contractor's name until the Work is accepted. If Work is to be performed in existing District facilities, Contractor may, with prior written approval of the Engineer, use

District's existing utilities. If Contractor uses District utilities, it shall compensate the District for utilities used.

5.25 Preservation and Restoration of Property.

- A. With the latest technology, the Contractor shall digitally record video and take photographs of the Project Site and adjacent improvements in a manner and quality that clearly depicts the existing condition of the Project Site and adjacent improvements immediately prior to the start of work. The Contractor shall submit the video and photos in a manner specified by the District.
- B. The Contractor shall be responsible for the preservation of public and private property including along and adjacent to the Site. Contractor shall take every precaution necessary to prevent damage to pipes, conduits, and other underground structures and shall protect carefully from disturbance or damage all land, survey monuments, and property markers. When or where any direct or indirect damage is done to the District's, or adjacent, property by or on account of any act, omission, neglect, or misconduct in the performance of the Work or in consequence of the non-performance thereof on the part of the Contractor, the Contractor shall restore, at the Contractor's own expense, such property to a condition equal to that existing before such damage was done by repairing, rebuilding, or otherwise restoring same, or the Contractor will make good such damage in an acceptable manner.
- C. Should damage to persons or property occur as a result of the Work, Contractor shall promptly notify the District in writing. Contractor shall be responsible for proper investigation and documentation, including video or photography, to adequately memorialize and make a record of what transpired. The District shall be entitled to inspect and copy any such documentation, video, or photographs.
- D. If the Contractor fails to respond to written demand for the repair of damage to property within twenty-four (24) hours of such notification, the District reserves the right to repair the damage. Repairs made by the District on the Contractor's behalf shall be reimbursed by the Contractor to the District or said costs of repairs may be deducted from amounts owed to the Contractor.
- E. Certain trees and shrubs growing within the right-of-way shall be preserved in good condition by the Contractor at the Contractor's sole expense when designated in the Contract Documents or by the Engineer. The Contractor shall trim them to the extent and in the manner directed by the Engineer to remove traffic hazards or to provide access to the Project Site, including, but not limited to, access to channels.

5.26 Relations with District Officials and Employees.

- A. All Contractors, Subcontractors, and their employees are prohibited to give or lend money, services or any other thing of value, to any official, employee, or representative of the District, and should it appear that this provision has been violated, Commissioners Court, at its option, may terminate any and all Contracts that may exist between the said Contractor and the District.

5.27 Emergencies.

- A. In emergencies affecting the safety or protection of persons or the Work or Property at the Site or adjacent thereto, the Contractor, without special instruction or authorization from the District or the Engineer, is obligated to act to prevent threatened damage, injury, or loss. The Contractor shall give the Engineer prompt written notice if the Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby.

5.28 Open Flow.

- A. Except where otherwise allowed for in the Contract Documents, Contractor shall ensure that any waterway within or adjacent to the Project site is open to flow at all times.
- B. In all circumstances when Project Site is under a National Weather Service Flood Watch or when directed by the Engineer, Contractor shall remove temporary items restricting the use of District facilities for their intended purpose when needed to protect the public and public infrastructure. Items include, but are not limited to, construction materials, equipment, cofferdams, sheet piling, and low water crossings. Removal and replacement of such items shall be done at no cost to the District.

ARTICLE 6 -MATERIALS; INSPECTION

6.1 Access to Work.

- A. The District, Engineer, their consultants and other representatives and personnel, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs.

6.2 Materials and Workmanship.

- A. Except as otherwise specifically stated in the Contract Documents, Contractor shall provide and pay for all materials, labor, tools, equipment, water, lights, power, transportation, superintendence, temporary constructions of every nature, and all other services and facilities whatsoever necessary to execute and complete this Contract within the Contract Time. Unless otherwise specified, all materials, parts, and equipment furnished by the Contractor in the Work shall be new, the best of their respective kinds and grades as noted and/or specified, and workmanship shall be of good quality. No materials, supplies, or equipment for Work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in the Work and agrees upon completion of all work to deliver the Project to the District free from any claims, liens, or charges.

- B. Materials shall be furnished in ample quantities and at such times as to ensure uninterrupted progress of the Work and shall be stored properly and protected as required by the Contract Documents. The Contractor shall be fully responsible for the security and safe keeping of any stored materials. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or Work, including, but not limited to, theft of materials. Any damaged or stolen materials shall be replaced in a timely manner so as not to delay the Project. In addition to following manufacturer's recommendations, Contractor shall deliver, store, and handle products using materials, means, and methods that shall prevent mildew and mold growth.
- C. The Contractor may use proximate open areas of the Site or off Site for storage of materials at its own risk. Storage areas for materials must be approved by the Engineer. Materials shall be stored in such manner so as not to interfere with any operations of the District or any independent contractor.
- D. The payment of materials on hand shall be in accordance with the following. A request for payment of materials on hand shall be on a form provided by the Engineer. The Contractor may request payment for nonperishable materials, at least \$10,000 in value, delivered to the Site or in acceptable storage places. Nonperishable materials are those that do not have a shelf life or whose characteristics do not materially change when exposed to the elements. Payment for materials on hand include materials that have been sampled, tested, approved, or certified in accordance with the Contract Documents and are ready for incorporation into the Work. Payment for material on hand may include the following types of items: concrete traffic barrier, precast concrete box culverts larger than 25 square feet, concrete piling, deck panels, beams, reinforced concrete pipe larger than 66 inches, structural steel girders, steel bridge rail, illumination poles, and other items deemed reasonable by the Engineer. If the request is acceptable, the Engineer will include payment for material on hand in a progress payment. Payment for material on hand does not constitute acceptance of the materials. Payment will not exceed the actual cost of the material as established by invoice, or the total cost for the associated item less reasonable placement costs, whichever is less. Materials for which the Contractor does not have a paid invoice within 60 days will not be eligible for payment as material on hand. Payment may be limited to a portion of the invoice cost or unit price if shown elsewhere in the Contract Documents as determined by the Engineer. By submitting a request for material on hand payment, the Contractor expressly authorizes the Engineer to audit material on hand records, and to perform process reviews of the record-keeping system. If the Engineer determines noncompliance with any of the requirements of this provision, the Engineer may exclude payment for any or all material on hand for the duration of the Project.
- E. Contractor shall verify all measurements, dimensions, elevations, and quantities before ordering any materials or performing any Work, and the District shall not be liable for Contractor's failure to so. No additional compensation, over and above payment for the actual quantities at the prices set out in the Bid Schedule, will be allowed because of differences between actual measurements, dimensions, elevations, and quantities and those indicated on the Drawings and in the Contract Documents that Contractor failed to verify prior to ordering any materials or

performing any Work. Any difference therein shall be submitted to the Engineer for consideration before proceeding with the Work.

- F. The Contractor shall submit samples or specimens of the materials to be furnished or used in the Work as the Engineer may require. All materials must be of specified quality and equal to approved samples and shall be stored so as to insure the preservation of their quality and fitness for the Work. The Engineer may, at the Engineer's discretion, make test cuts at any point to determine the character of material and workmanship and to check dimensions.
- G. All materials not conforming to the Contract Documents shall be considered defective and all such materials whether in place or not shall be rejected and shall be removed immediately from the site of the Work, unless otherwise permitted by the Engineer. No rejected materials, the defects of which have been subsequently corrected, shall be used until approval has been given by the Engineer. All Work which has been rejected shall be remedied or removed and replaced in an acceptable manner by the Contractor at its own expense and no compensation shall be allowed for such removal or replacement. Upon failure of the Contractor to forthwith comply with any order of the Engineer made under the provisions of this article, the Engineer shall have the authority to remove and replace defective material or Work and to deduct the cost of removal and replacement from any monies due or to become due the Contractor.

6.3 Patented Devices, Materials and Processes.

- A. If the Contractor uses any design, material, or process covered by letters, patent, or copyright, it shall provide for such use with the patentee or owner. **The Contractor shall indemnify and save harmless the District and the County from any and all claims for infringement.**

6.4 Inspections.

- A. Inspectors shall be authorized to inspect all Work in progress, all Work completed, and all materials furnished. The inspector shall not be authorized to revoke, alter, enlarge, relax, or release any requirements of these Contract Documents, including, but not limited to, directing or approving Additional Work or deducting or removing Work from the Project. Inspector shall in no case act as foreman or perform other duties for Contractor or interfere with the management of the Work. Advice given to Contractor by the inspector is not binding upon Engineer or District, nor does it release Contractor from the fulfillment of the terms of the Contract Documents.
- B. The District will provide inspection during normal Working Hours, from 7:00 a.m. to 6:00 p.m. Monday through Sunday. Inspection before or after Working Hours will be only as such work times have been previously approved by the Engineer.
- C. Unless otherwise approved by the District, all concrete placement of twenty (20) cubic yards or greater, placement must begin no later than 10:00 a.m. on the day scheduled for the placement. If not begun by 10:00 a.m., the District, at its sole discretion, and without adjustment to the Contract Time or Contract Price, may require the Contractor to reschedule to ensure proper concrete placement and finishing. Such approval by the District shall not be unreasonably withheld.

- D. If the Contract Documents, the Engineer, or any instructions, laws, ordinances, or public authority requires any part of the Work to be tested or Approved, Contractor shall provide the Engineer at least two (2) working days' notice of its readiness for observation or inspection. If inspection is by a public authority other than the District, Contractor shall promptly inform the District of the date fixed for such inspection. Required certificates of inspection (or similar) shall be secured by Contractor. Costs for District testing and inspection shall be paid by the District.
- E. Inspectors shall have reasonable access to all parts of the shop where material under this Contract is being manufactured during Working Hours. Material that does not conform to the Contract Documents, accepted through oversight or otherwise, may be rejected at any stage of the Work. Whenever the Contractor on installation or construction is permitted or directed to do night work, or to vary the period during which the Work is carried on each day, it shall give the Engineer due notice, so that inspections may be performed. Such Work shall be done without extra compensation. The Contractor will furnish the Engineer a schedule for this night work.
- F. If any Work is done or covered up without the required inspection, testing, or approval, the Contractor shall uncover or deconstruct the Work, and the Work shall be redone after completion of the testing at the Contractor's cost in compliance with the Contract Documents.
- G. Reexamination of previously inspected Work may be ordered by the District. If so ordered, Work must be uncovered or deconstructed by Contractor. If Work is found to be in accordance with the Contract Documents, the District shall pay the costs of reexamination and reconstruction. If such work is found not to be in accordance with the Contract Documents, Contractor shall pay all costs.
- H. Should the Work, in the opinion of the Engineer be found to be faulty in any respect, all such faulty Work shall be replaced by the Contractor at no cost to the District.

6.5 Material Testing.

- A. The Engineer will assign a testing laboratory and will pay for testing and inspection directly, unless otherwise noted in the Contract Documents. Final testing and inspection may be made after the delivery of materials to the Site. Structural materials may be tested and inspected at points of origin. All tests or inspections of materials shall be made in accordance with the commonly recognized standards of national organizations.
- B. Should materials or construction not be in accordance with the Contract Documents when first tested, additional testing shall be required. If the materials or construction passes the retest, the cost of the retest will be at the District's expense. If the retest fails, the cost of the retest and all subsequent retests shall be at the Contractor's expense. Testing and retesting may be made at any time during the progress of the Work. It shall be the responsibility of the Contractor to notify the Engineer in advance as to the time of individual material placements.
- C. In advance of manufacture of materials to be supplied by Contractor which must be tested or inspected, Contractor shall notify the Engineer in writing, at least fifteen

(15) Days in advance, of its intention to use materials for which tests are specified, so that the Engineer may arrange for testing at the source of supply. Any materials which have not satisfactorily passed such testing and inspection shall not be incorporated into the Work.

- D. If the manufacture of materials to be inspected or tested will occur in a plant or location greater than sixty (60) miles from the Project Site, the Contractor shall pay for any excessive or unusual costs associated with such testing or inspection over \$2,000.00, including, but not limited to, excessive travel time, standby time, and required lodging.
- E. A Certificate of Compliance shall be furnished to the Engineer prior to the use of any material or assembled material for which these Contract Documents so require or if so required by the Engineer. Material test data may be required by the Engineer to be included with the submittal. Materials used based on a Certificate of Compliance may be sampled and tested at any time. The submission of a Certificate of Compliance shall not relieve the Contractor of responsibility for incorporating material into the Work which conforms to the requirements of the Contract Documents, and any material not conforming to the requirements will be subject to rejection by the Engineer whether in place or not.

6.6 Materials Provided by District.

- A. If applicable and upon written request of the Contractor, any materials furnished by the District shall be available to the Contractor within a reasonable time at the points designated in the Contract Documents. The cost of handling, including loading and unloading, transport, storing, and placing all materials after they are made available to the Contractor shall be considered as included in the contract prices for the items in connection with which they are used. The Contractor shall be responsible for all material provided, and deductions will be made from any monies due to the Contractor to make good any shortages, damages and deficiencies, from any cause whatsoever, which may occur after materials are provided.

ARTICLE 7 -SUBSURFACE AND PHYSICAL CONDITIONS; UTILITIES

7.1 Soils Investigations.

- A. When a soils investigation report for the Site is available, such report may be provided for informational purposes only. Any information obtained from such report as to subsurface soil condition, or to elevations of existing grades or elevations of underlying rock formation, is approximate only and is not guaranteed. Contractor acknowledges that any soils investigation report (including any borings) was prepared for purposes of design only, and Contractor is required to examine the Site before submitting its Bid and must make whatever tests it deems appropriate to determine its means and methods.

7.2 Differing Subsurface or Physical Conditions.

- A. The Contractor shall before such conditions are disturbed, and in no event later than five (5) Days after first observance of the conditions, notify the Engineer in writing of:

1. Subsurface or otherwise concealed physical conditions (including Hazardous Waste) that differ materially from those indicated in the Contract Documents; or
 2. Unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents.
- B. The Engineer will promptly investigate such conditions and, if the District determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, and Contractor fully complies with Article 7.2(A), the Engineer will issue a Change Order under the procedures described in the Contract Documents.
- C. If the Engineer determines that the conditions at the Site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Engineer shall promptly notify the Contractor, stating the reasons.

7.3 Underground Facilities.

- A. Utility Location. Prior to commencing any excavation, the Contractor shall notify the appropriate underground look-up notification center and request that all affected utility owners mark or otherwise indicate the approximate locations of their subsurface utility.
- B. Shown or Indicated. The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to the District by the owners of such Underground Facilities, including the District, or by others. Unless it is otherwise expressly provided in the Special Conditions:
1. The District shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
 2. The cost of all the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing all such information and data;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents. Contractor shall determine the location and depth of all utilities, including service connections, which have been marked by the respective owners and which may affect or be affected by its operations;
 - c. coordination of the Work with the owners of such Underground Facilities, including the District, during construction;
 - d. cooperation with any third-party that is removing, relocating, or adjusting Underground Facilities, including above ground utilities; and

- e. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.
- C. Not Shown or Indicated. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated in the Contract Documents, Contractor shall immediately notify the Engineer and submit a written RFI within five (5) Days after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency), identify the owner of such Underground Facility, and give written notice to that owner and to the District. The Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. Protection of Utilities. Contractor shall not interrupt the service function or disturb the support of any utility, without authority from the Engineer or order from the utility owner. All valves, switches, vaults, and meters shall be maintained readily accessible for emergency shutoff. Where protection is required to ensure support of utilities shown in the Contract Documents, Contractor shall, unless otherwise provided, furnish and place the necessary protection at its expense.
- E. Notification Requirements If Utility Disturbed. Contractor shall immediately notify the utility owner and then the Engineer if any utility is disturbed or damaged. Contractor shall bear the costs of repair or replacement of any utility damaged by Contractor.
- F. Removal of Abandoned Utilities. Unless otherwise specified, Contractor shall remove all interfering portions of utilities shown in the Contract Documents or indicated in the Bidding Documents as “abandoned”. Contractor shall plug or cap portions of utilities not interfering with the Work. Before starting removal operations, Contractor shall ascertain from the utility owner whether the abandonment is complete. The costs involved in the removal and disposal shall be incidental to the price for the item of Work necessitating such removals.
- G. Relocation of Utilities. When the Contract Documents provide for Contractor to alter, relocate, or reconstruct a utility, all costs for such Work shall be included in the Contract Price. Temporary or permanent relocation or alteration of indicated utilities requested by Contractor for Contractor’s convenience shall be Contractor’s responsibility, and Contractor shall make all arrangements and bear all costs. After award of the Contract, portions of utilities not indicated in the Contract Documents which are found to interfere with the Work may be relocated, altered, or reconstructed by the utility owner, or the District may order changes in the Work to avoid interference. Such changes will be paid for in accordance with these General Conditions.
- H. Access to the Work. When necessary, as determined by a utility company, the Contractor shall conduct its operations as to permit access to the Work site and provide time for any utility work to be accomplished during the progress of the Work.

7.4 Trenches.

- A. Trenches Five Feet or More in Depth. The Contractor and all of its Subcontractors shall comply with the Contract Documents and all applicable requirements and standards of Subpart P of Part 1926 of 29 C.F.R., OSHA Safety and Health Standards, and Texas Health and Safety Code Section 756.023 for trenches five (5) feet or more in depth.

ARTICLE 8 -PROSECUTION OF THE WORK

8.1 Prosecution of the Work.

- A. The Contractor shall notify the Engineer at least forty-eight (48) hours before beginning or restarting the Work. The Contractor shall start the Work at any part of the Project designated by the Engineer and shall prosecute the Work at as many different points as the Engineer shall direct. The Contractor is solely responsible for the means and methods utilized to perform the Work. Unless otherwise approved in writing by the District, in no case shall the Contractor's means and methods deviate from commonly used industry standards.
- B. In order to avoid channel destabilization, the area of disturbance for linear projects shall not exceed more than 1,500 linear feet ahead of the completed work.

8.2 Construction Schedule.

A. General Requirements.

1. This Section, along with the Standard Specifications, includes administrative and procedural requirements for the preparation, submittal, and maintenance of the Project schedule and reporting progress of the Work, including the following:
 - a. General Requirements (including the Preliminary Project Schedule, Three-Week Look Ahead Schedule, and Project Baseline Schedule).
 - b. Schedule Quality Assurance.
 - c. Project Schedule Updates & Review Cycle.
 - d. Recovery Schedule.
2. Preliminary Project Schedule. Unless otherwise directed by the District, at the preconstruction conference, the Contractor shall provide a preliminary schedule to the District demonstrating the sequence of Work and Contract milestone dates for the Project.
3. Three-Week Look Ahead Schedule. Contractor shall submit weekly to the District a three-week detailed look-ahead schedule.
4. Baseline Schedule.
 - a. Projects from \$25,000 to \$1,000,000. The baseline schedule shall be a Gantt Chart Schedule, unless otherwise directed by the District to provide a CPM

Schedule with sufficient detail to show construction sequence for different items of Work. Contractor shall deliver the baseline schedule and all updates to the District in both paper and electronic form. The Contractor shall submit the baseline schedule within seven (7) Days after the Notice to Proceed.

- b. Projects over \$1,000,000. The baseline schedule shall be prepared in a CPM Schedule format and in an electronic scheduling program acceptable to the Engineer. Contractor shall deliver the baseline schedule and all updates to the District in both paper and electronic form. The electronic versions shall be in the format, and include all data, used to prepare the schedule. The Contractor shall submit the baseline schedule within fourteen (14) Days after the Notice to Proceed.

B. Schedule Quality Assurance.

1. Scheduler.

- a. Contractor is required to employ or retain the services of an individual skilled in scheduling ("Scheduler") on Projects of \$5,000,000 or more. Notwithstanding the foregoing, on projects under \$5,000,000 requiring a CPM Schedule, Contractor is exempt from employing or retaining the services of a Scheduler unless Contractor fails to submit an acceptable CPM Schedule and is directed by the District, at its sole discretion, to employ or retain the services of a Scheduler.
- b. The Scheduler shall have at least five (5) years of verifiable experience as the person primarily responsible for preparing and maintaining project schedules on projects of the same or similar size and nature as this Project.
- c. Should the Scheduler leave the employ of the Contractor or be reassigned from the Project, the Contractor shall submit the qualifications of the proposed replacement Scheduler within seven (7) Days after the date the former Scheduler's responsibilities end on this Project.

2. Scheduling Software. The Contractor shall utilize a software application to prepare the Project baseline schedule. Unless otherwise directed by the Engineer, a CPM Schedule shall be produced with a scheduling software application such as Oracle Primavera P6 (District preferred) or Microsoft Project.

- C. Schedule. The receipt or approval of any schedules by the Engineer shall not in any way relieve the Contractor of its obligations under the Contract Documents. The Contractor is fully responsible to determine and provide for any and all staffing and resources at levels which allow for good quality and timely completion of the Project. Contractor's failure to incorporate all elements of Work required for the performance of the Contract or any inaccuracy in the schedule shall not excuse the Contractor from performing all Work required for a completed Project within the specified Contract Time. If the required schedule is not received by the time the first payment under the Contract is due, Contractor shall not be paid until the schedule is received, reviewed, and accepted by the District.

D. Project Schedule Updates and Review Cycle.

1. Contractor shall maintain and submit the Project schedule updated at least monthly for use by both the Contractor and the District and with each progress payment. Monthly updating of the Project schedule shall include:
 - a. The actual start dates for Activities started;
 - b. The actual finish dates for Activities completed;
 - c. The percentage of Work completed and remaining duration for each Activity started but not yet completed;
 - d. Revisions to as-built logic to correct any out-of-sequence progress issues; and
 - e. Preparation and submission of a narrative report to identify Activities modified since previous submittal, major changes in scope, define problem areas, anticipated delays, and impact on Project schedule. Report corrective action, taken or proposed, and its effect.
2. The Engineer may withhold progress payments or other amounts due under the Contract Documents if Contractor fails to submit an updated and accurate construction schedule.
3. Upon the Engineer's request, Contractor shall submit any schedules or updates to the Engineer in the native electronic format and printed or PDF document of the software used to create the schedule. This will become a record of the daily progress achieved on the Project.
4. Monthly Update Submission. The cut-off day for recording monthly progress will be the last day of each month, or as agreed with the District. Submit the updated Project schedule no later than the 5th Day after the cut-off day.
5. Monthly Update Review. The District will evaluate the updated schedule as a Submittal and inform the Contractor if it has or has not been accepted. If the Project schedule is not accepted, the District will provide comments to the Contractor for incorporation. A revised Project schedule based on the District's comments, or reasons for not doing so, must be provided within five (5) Days.
- E. Acceptance. Acceptance of the schedules by the Engineer will not impose on the Engineer responsibility for the accuracy, sequencing, scheduling, or progress of the Work, or Contractor's compliance with the Contract Documents. Acceptance will not interfere with or relieve Contractor from Contractor's full responsibility.
- F. Recovery Schedule.
 1. Should any of the following conditions exist, District may require Contractor to prepare, at no extra cost to District, a plan of action and a recovery schedule for completing the Work and achieving all contractual milestones within the allotted Contract Time:

- a. The Contractor's monthly progress report indicates delays that are, in the opinion of District, of sufficient magnitude that Engineer questions the Contractor's ability to complete the Work;
 - b. The schedule shows the Contractor to be thirty (30) or more days behind the Critical Path at any time during construction;
 - c. The Contractor desires to make changes in the logic or the planned duration of future Activities of the schedule which, in the opinion of Engineer, are major in nature.
2. The recovery schedule shall include proposed revisions to the Project baseline schedule, demonstrating how Contractor intends to achieve all contractual milestones including Contract completion within the allotted Contract Time. The submittal shall include a narrative describing the actions planned by the Contractor to recover the schedule.
 3. Contractor shall submit the recovery schedule within seven (7) Days of Engineer's request. If Contractor asserts that District is responsible for the delay, failure to submit the recovery schedule within seven (7) Days of Engineer's request, will be considered a concurrent delay event attributable to Contractor unless a longer time frame is agreed to by the Engineer, and Contractor shall only be entitled to non-compensable adjustments to Contract Times. If Contractor is responsible for the delay, this provision will not limit or affect Contractor's liability and failure to submit the recovery schedule within seven (7) Days of Engineer's request may result in District withholding progress payments or other amounts due under the Contract Documents.
 4. Contractor is responsible for all costs associated with the preparation and execution of the recovery schedule, including any necessary recovery actions, which may include, but are not limited to, assignment of additional labor and/or equipment, shift or overtime work, expediting of submittals or deliveries, overlapping of Activities, or sequencing changes to increase activity concurrence. Whether or not Engineer directs Contractor to prepare a recovery schedule pursuant to this section 8.2(F), in case of Contractor-caused delay, Contractor shall promptly undertake appropriate action at no additional cost to District to recover the schedule whenever the current construction schedule shows that the Contractor will not achieve a milestone and/or complete the Work within the allotted Contract Time.

8.3 Time for Completion and Liquidated Damages.

- A. Time for Completion. Time is of the essence. Contract Time shall commence: (1) on the date stated in the Notice to Proceed or (2) if the Notice to Proceed does not specify a commencement date, then ten (10) Days after the date of the Notice to Proceed or the date the Contractor mobilizes to the Project site and commences Work, whichever is earlier. The Work shall be completed by Contractor in the time specified in the Contract Documents. The District is under no obligation to consider early completion of the Project; the Contract completion date shall not be amended by the Engineer's receipt or acceptance of the Contractor's proposed earlier completion date. Any difference in time between the Contractor's early completion

and the Contract Time shall be considered a part of the Project float. Contractor shall not be entitled to compensation, and the District will not compensate Contractor, for delays which impact early completion. Contractor shall not, under any circumstances, receive additional compensation from the District (including but not limited to indirect, general, administrative, or other forms of overhead costs) for the period between the time of earlier completion proposed by the Contractor and the Contract completion date.

- B. Liquidated Damages. If the Contractor fails to acceptably complete its undertaking to the District within the time specified in the Contract Documents, the District will be damaged. The exact amount of damage is and will be difficult to ascertain exactly. Such damages shall be at the rate, or the amount hereinafter fixed. The District and Contractor recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the District if the work is not completed on time. It is agreed that Contractor shall pay to the District as fixed and liquidated damages, and not as a penalty, the sum stipulated in the Contract Document for each calendar day of delay until the Work is fully completed. Contractor and its surety shall be liable for any liquidated damages. **The Contractor specially binds and obligates himself to pay such damages to the District on demand, or at its option, the District may withhold the amount thereof from any sums due the Contractor under this Contract.**
- C. Inclement Weather. Contract Time includes Days specified in the Contract Documents to accommodate inclement weather. If the number of inclement weather days exceeds 110% of the number of Days to accommodate inclement weather, the Contractor may receive an extension of the Contract Time, for such number of Days that the inclement weather days exceeds 100% of the number of Days to accommodate inclement weather. Along with each Application for Payment, Contractor shall request in writing inclement weather days occurring during the payment period. After receipt of such application, the Engineer shall make a determination as to which days, if any, during the Contract Time are inclement weather days, and the Engineer's decision shall be final. The Contractor shall be entitled to an extension of the Contract Time equal to such excess as determined by the Engineer. The term "inclement weather day", as used herein, means a Day in which weather or wet soil does not permit the performance of the Work for a continuous period of not less than seven (7) hours between the hours of 7 a.m. and 6 p.m. When the Contract Time is extended because of inclement weather days, Contractor shall not receive an adjustment to the Contract Price or any other compensation.
- D. Extension of Time. Contractor's entitlement to an extension of the Contract Time is limited to a District-caused extension of the Critical Path, reduced by the Contractor's concurrent delays, and established by a proper time impact analysis. Contractor shall not be charged liquidated damages because of any delays in completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of Contractor (or its Subcontractors or Suppliers). The District shall ascertain the facts and extent of delay and grant extension of time for completing the Work when, in its judgment, the facts justify such an extension. No time extension shall be allowed unless, and then only to the extent that, District-caused delay extends the Critical Path beyond the previously approved Contract Time. Contractor shall not be entitled to an adjustment in the Contract Times for

delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

- E. Force Majeure. If a delay to the Critical Path results from a Force Majeure Event, the Contractor will be entitled to a time extension but will not receive an adjustment to the Contract Price or any other compensation. Such a non-compensable adjustment shall be the Contractor's sole and exclusive remedy for such delays.
- F. No Damages for Reasonable Delay. The District's liability to Contractor for delays for which the District is responsible shall be limited to only an extension of time unless such delays were unreasonable under the circumstances. In accordance with Texas law, unreasonable under the circumstance means where the District actively and willfully interferes with Contractor's Work without due consideration and in disregard of the rights of the Contractor. In no case shall the District be liable for any costs that are borne by the Contractor in the regular course of business, including, but not limited to, home office overhead and other ongoing costs. Damages caused by unreasonable District delay shall be based on actual costs only, no proportions or formulas shall be used to calculate any delay damages.
- G. Procedure for Time Extensions and Delay Damages. Contractor shall not be entitled to any extension of time unless Contractor properly notices the delay and adjustment to compensation and submits a Potential Contract Change in accordance with Article 9 of these General Conditions. Contractor shall submit the Potential Contract Change prior to performance of the Work and no later than five (5) Days after Contractor discovers the circumstances causing the need for the Potential Contract Change. Contractor's failure to timely and fully comply with the Change Order procedures in the Contract Documents shall constitute a waiver of Contractor's right to a time extension.
- H. Computation of Contract Time. Contractor shall accept and use various reports, forms, and computer-based reporting systems provided by District. Contractor shall complete reporting within the time frame required by District. Each Day the Engineer or its representative shall record the time worked, the type of work done, and personnel and equipment on the Project by the Contractor. When requested by the Engineer, such records or reports shall be signed by the Contractor or its representative, and the Contractor shall be entitled to a copy. When any period of time is referred to in the Contract Documents by Days, it will be computed to include both the first and the last day of such period.

8.4 Contractor's Responsibility for Work.

- A. Until the acceptance of the Work by the Engineer as evidenced in writing, the Work shall be under the charge and care of the Contractor. The Contractor shall take every necessary precaution against injury or damage to any part thereof by the action of the elements or from any cause whether arising from the execution or non-execution of the Work. The Contractor shall rebuild, repair, restore, and make good at its own expense all injuries or damages to any portion of the Work before its completion and acceptance. Contractor shall keep the Site free from accumulation of waste materials, rubbish, and other debris resulting from the Work. At the

completion of the Work, Contractor shall leave the Site clean and ready for its intended use by the District.

8.5 Partial Utilization.

- A. Use by the District at the District's option of any part of the Work which (a) has specifically been identified in the Contract Documents or (b) constitutes a separately functioning and usable part of the Work that can be used by the District for its intended purpose without significant interference with the Contractor's performance of the remainder of the Work, may be accomplished prior to completion of all the Work. This use shall not relieve the Contractor of its responsibilities under the Contract.
- B. Partial utilization of the Work shall not be deemed an acceptance of any Work not conforming to the requirements of the Contract Documents, unless specifically accepted in writing by the District, and this use shall not relieve the Contractor of its responsibilities under the Contract.
- C. If any portion of the Project is accepted by the District for turf establishment, acceptance does not constitute Substantial Completion of the Project or any portion of the Project.

8.6 Completion and Acceptance of Work.

- A. Commissioning. If required by the District in the Contract Documents, the Contractor shall provide commissioning of the Project. Commissioning of the facility shall occur prior to Substantial Completion. The commissioning process shall include representatives from the District, design team, contract administration, and any agencies responsible for the operation and maintenance of the facility. The Contractor shall submit technical operation and maintenance information for any item of mechanical, electrical, and instrumentation equipment in an organized manner in the technical manual. It shall be written so that it can be used and understood by District's operation and maintenance staff. The Contractor shall furnish to District six (6) identical technical manuals. Each set shall consist of one or more volumes, each of which shall be bound in a standard binder.
- B. Substantial Completion.
 - 1. The Contractor shall notify the District in writing that the entire Work is substantially complete and request that the Engineer issue a Certificate of Substantial Completion. Within fifteen (15) Days after receipt of a request, weather permitting, Engineer will inspect the Work and determine if the Work is substantially complete. **A Contract for Unit Price Work shall not be deemed substantially complete until all Unit Price Work required for the Project is complete.** If Engineer determines that the Work is substantially complete, a Certificate of Substantial Completion will be issued. The certificate shall establish the date of Substantial Completion and include the Punch List generated by the District. If Engineer determines that the Work is not substantially complete, Engineer will notify Contractor in writing of the Work to be completed. Contractor shall complete remaining Work and re-submit the request for Substantial Completion. Upon

Substantial Completion for the entire Project, the Contract Time for the Project shall cease to accrue on that date.

2. Contractor shall complete or resolve the Punch List to the satisfaction of Engineer within thirty (30) Days unless specified otherwise in the Certificate of Substantial Completion and provide written notification to the Engineer that the Site is ready for final inspection.
 3. Engineer will make final inspection within ten (10) Days after receipt of Contractor's written notice that the Work is ready for final inspection and acceptance. Should the Punch List items be found not in compliance with the requirements of the Contract Documents, Engineer will notify Contractor in writing of items of noncompliance. Unless otherwise agreed upon by the parties, within ten (10) Days of such notification, Contractor shall take such measures as necessary to complete such items of noncompliance. Failure to include an item on the Punch List does not alter the Contractor's responsibility to comply with the Contract Documents.
 4. If the Punch List items are not completed within the allotted time in sections 2 and 3 above, liquidated damages will be assessed in the amount of \$500 for each Day beyond the allotted time unless otherwise modified by the Special Conditions.
 5. Issuance of a Certificate of Substantial Completion shall not discharge the duty of the Contractor to complete the Work in accordance with the Contract Documents and shall not constitute a waiver of defects or missing or incomplete Work, whether or not identified in the Punch List.
- C. Final Acceptance; Project Close-out. After Contractor has, in the opinion of the Engineer, satisfactorily completed the Punch List identified during the final inspection, cooperated with the District as required by the funding source for the Project to close-out the Project, and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, As-Build Documents, and other documents required by the Contract Documents, the Engineer shall accept the Project, constituting final acceptance and completion of the Project. Such acceptance by the Engineer shall not constitute a waiver of defects.

8.7 Removal and Rebuilding of Defective Work.

- A. Promptly after receipt of written notice, the Contractor shall remove and rebuild at its own expense any part of the Work that has been improperly executed, even though it has been included in the monthly estimates. If the Contractor refuses or neglects to correct any Defective Work, it may be corrected by the District at the Contractor's expense. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

8.8 Acceptance of Defective Work.

- A. If, instead of requiring correction or removal and replacement of Defective Work, the Engineer prefers to accept it, the Engineer may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to the Engineer's evaluation of and determination to accept such Defective Work and for the diminished value of the Work. If any acceptance of Defective Work occurs prior to release of the Project retention, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and the Engineer shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work and all costs incurred by the District.

8.9 District May Correct Defective Work.

- A. If Contractor fails within a reasonable time after written notice from the District to correct Defective Work or to remove and replace Defective Work as required by the District, or if Contractor fails to perform the Work in accordance with the Contract Documents or fails to comply with any other provision of the Contract Documents, the District may, after seven (7) Days written notice to Contractor, correct or remedy any such deficiency.
- B. In connection with such corrective or remedial action, the District may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which the District has paid Contractor but which are stored elsewhere. Contractor shall allow the District, and the agents, employees, or other contractors and consultants of each of them, access to the Site to enable the District to exercise the rights and remedies to correct the Defective Work. The District will permit the Contractor, surety, and/or their representatives the opportunity to observe the correction of any Defective Work, however the District will not alter its plan, including its schedule, to correct the Defective Work in response to the request to observe.
- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by the District correcting the Defective Work will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and the District shall be entitled to an appropriate decrease in the Contract Price. Such claims, costs, losses, and damages will include, but not be limited to, all costs of repair or replacement of work of others destroyed or damaged by correction, removal, or replacement of Defective Work.
- D. Contractor shall not be allowed an extension of the Contract Time because of any delay in the performance of the Work attributable to the District correcting Defective Work.

8.10 Warranty and Guaranty of Work.

- A. All items having a manufacturer's warranty installed under this Contract shall be installed by or under the directive of the manufacturer or his certified agent in order to conform with the manufacturer's warranty requirements. All Work, including any repairs or replacements, involving manufacturer's products shall be performed in accordance with manufacturer's recommendations in order to maintain all warranties.
- B. The Contractor will supply the Engineer with copies of all guarantees and warranties which have been made to the Contractor by Suppliers or Subcontractors with an assignment of these guarantees and warranties to the Engineer. Assignments will not relieve the Contractor of its responsibility in the case of a Supplier's or Subcontractor's failure to fulfill guarantee or warranty provisions. If Contractor is prevented for any reason from making any such assignment to the District, the Contractor hereby gives the District permission to enforce any and all non-assignable guarantees and warranties in Contractor's name and the Contractor shall pass on to the District any benefits derived therein.
- C. As part of the Warranty, Contractor hereby agrees to repair or replace, at the discretion of the District, any or all Work that may prove to be defective in its workmanship, materials furnished, or methods of installation or fail to conform to the Contract Document requirements together with any other Work which may be damaged or displaced by such defect(s) within a period of one (1) year from the date of the Substantial Completion, unless otherwise agreed upon, but in no case shall the Warranty commence prior to Substantial Completion, without any expense whatsoever to the District. Notwithstanding the foregoing, the period of one (1) year may be a longer period of time as prescribed by the terms of any applicable guarantee required by the Contract Documents, by any specific provision of the Contract Documents, or by any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work. In connection with final payment, the Contractor shall provide a warranty affidavit on a form provided by the District guaranteeing the foregoing.
- D. If any Work during the Warranty period is found to be defective or not performing suitably for its intended use, or if the repair of any damages to the Site or areas made available for Contractor's use during the performance of the Work is found to be defective, Contractor shall promptly and in no case longer than thirty (30) Days, without cost to the District and in accordance with the Engineer's written instructions:
 - 1. repair such defective land or areas;
 - 2. correct such defective or non-performing work;
 - 3. if the Defective Work has been rejected by the Engineer pursuant to the Contract Documents, remove it from the Project and replace it with Work that is not defective; and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or other land or areas resulting therefrom.

- E. The Contractor shall prosecute such Warranty work without delay until completed to the satisfaction of the Engineer, even though the date of completion of the Warranty work may extend beyond the expiration date of the Warranty period.
- F. If Contractor does not comply with the terms of the District's written instructions, or in an emergency where delay would cause serious risk of loss or damage, the Engineer may have the Defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.
- G. Where Defective Work (or damage to other Work resulting therefrom) has been corrected or removed and replaced, the Warranty period hereunder with respect to such Work shall be extended for an additional period of one (1) year after such correction or removal and replacement has been satisfactorily completed.
- H. Immediately prior to expiration of the one (1) year Warranty period, or any extended warranty, the Contractor shall inspect the Work in the company of the Engineer. The Engineer shall be given not less than fourteen (14) Days' notice prior to the anticipated date of Warranty expiration by the Contractor.
- I. Contractor's obligations under this Article are in addition to any other obligation or warranty and do not limit the District's rights and remedies pursuant to Applicable Law.

8.11 Termination or Suspension of Work.

A. The District May Suspend Work.

1. The District may, at its sole option, decide to suspend at any time the performance of all or any portion of the Work by notice in writing to Contractor. Such notice of suspension of Work will designate the amount and type of material, labor, and equipment to be committed to the Project during the period of suspension. Contractor shall use its best efforts to utilize its material, labor, and equipment in such a manner as to minimize costs associated with suspension.
2. Upon receipt of any such notice, Contractor shall, unless the notice requires otherwise:
 - a. Immediately discontinue Work on the date and to the extent specified in the notice;
 - b. Place no further orders or subcontracts for material, services, or facilities with respect to suspended Work other than to the extent required in the notice;
 - c. In no case longer than 48 hours, make every reasonable effort to obtain suspension upon terms satisfactory to the District of all orders, subcontracts,

and rental agreements to the extent they relate to performance of Work suspended; and

- d. Continue to protect and maintain the Work including those portions on which Work has been suspended.
3. The District shall not be liable for any additional costs, damages or anticipated profits incurred by Contractor or its Subcontractors, and the Contract Price shall not be increased during the period of suspension, except the actual costs incurred by Contractor, excluding overhead and profit, for (a) the purpose of safeguarding the Work and material and equipment in transit or at the Site during the period of suspension, (b) Contractor's or its Subcontractor's rented equipment which are maintained at the Site, or (c) other reasonable and unavoidable costs of shutting down the Work, or reassembling personnel and equipment resulting directly from such suspension. Notwithstanding the foregoing, actual costs shall not be granted if the suspension results from Contractor's non-compliance with the requirements of the Contract.
4. Should such suspension cause a delay to the Project Critical Path, the Contractor shall only be granted an extension of the Contract Time equal to the number of days the Critical Path was impacted. However, no extension of Contract Time shall be granted if the suspension results from Contractor's non-compliance with the requirements of the Contract. Except for actual costs related to the suspension of the Work as described in Section 8.11(A)(3) above, such a non-compensable adjustment shall be the Contractor's sole remedy for impacts to the Critical Path when the performance of Work is suspended.

B. The District May Terminate for Cause.

1. In addition to any County or District policies, the District may issue a Notice of Default to the Contractor, with a copy to the Surety, if the Contractor:
 - fails to begin the work within the time specified;
 - fails to make deliveries or to provide sufficient workmen and equipment or sufficient materials to insure the prompt completion;
 - fails to make prompt payment to subcontractors or for material or labor;
 - performs the Contract in a manner contrary to the Contract Documents;
 - neglects or refuses to correct Defective Work;
 - discontinues the prosecution of the Work;
 - becomes insolvent or is declared bankrupt; or commits any act of bankruptcy or insolvency;
 - fails to commence to correct any violation or satisfy any final judgment related to the Project for a period of forty-eight (48) hours or longer and shall

complete such action within five (5) Days unless agreed to otherwise by the District;

- makes an assignment for the benefit of creditors;
- fails to comply with any of the conditions of the Contract to such an extent that the Contract is forfeited or abandoned by the Contractor, or declared abandoned or suspended by the District; or
- if the Contractor for any other cause whatsoever shall not carry on the Work or perform the Contract in an acceptable manner or disregards Applicable Laws.

Unless within five (5) Days after the service of such notice, Contractor resolves the circumstances giving rise to the Notice of Default to the District's satisfaction or makes arrangements acceptable to the District for the required corrective action, the provisions below shall apply, and the Contractor shall not be entitled to receive any further payment until the Work has been finished.

2. The Surety on the Contractor's Performance Bond shall have the right and privilege, within ten (10) Days after the Notice of Default, unless otherwise provided in the Performance Bond, to assume control of the Contract and all Work thereunder and to sublet or complete the Work in strict conformity with the provisions of said Contract. Surety shall not utilize Contractor in completing the Project if District, when declaring the Contractor in default, notifies Surety of District's objection to Contractor's further participation in the completion of the Project. Failure of the Surety to do so within ten (10) Days, unless otherwise provided in the Performance Bond, will result in an immediate forfeiture of all right to thereafter assume control of the Contract and the Work thereunder, in which event the District shall have the right to take the prosecution of the Work out of the hands of the Surety and Contractor and to appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable, and enter into an agreement for the completion of the Contract according to the terms and provisions hereof or use such other methods as in the Engineer's opinion may be required or desirable for the completion of the Contract in an acceptable manner. In such case, the District may, in addition to all other remedies herein, terminate this Contract for cause.
3. All costs and charges incurred by the District, together with the costs of completing the Work, shall be deducted from any money due or which may become due said Contractor. In the event the cost and expense so incurred by the District is less than the sum which would have been payable under the Contract if it had been completed by said Contractor, then said Contractor and/or Surety shall be entitled to receive the difference. In the event such cost shall exceed the amount which would have been payable under the Contract, then the Contractor and Surety shall be liable and shall pay to the District the amount of said excess in addition to any other damages incurred by the District to complete the Work.

C. The District May Terminate for Convenience.

1. The District may terminate performance of the Work called for by the Contract Documents in whole or, from time to time, in part, upon ten (10) Days receipt of

written notice if the District determines that a termination is in the District's interest. The Contractor shall terminate all or any part of the Work upon delivery to the Contractor of a Notice of Termination specifying that the termination is for the convenience of the District, the extent of termination, and the effective date of such termination.

2. After receipt of Notice of Termination, and except as directed by the Engineer, the Contractor shall, regardless of any delay in determining or adjusting any amounts due under this termination for convenience clause, immediately proceed with the following obligations:
 - a. Stop Work as specified in the Notice of Termination;
 - b. Complete any Work specified in the Notice of Termination in a least cost/shortest time manner while still maintaining the quality called for under the Contract Documents;
 - c. Leave the Site upon which the Contractor was working and upon which the facility (or facilities) forming the basis of the Contract Document is situated in a safe and sanitary manner such that it does not pose any threat to the public health or safety;
 - d. Terminate all subcontracts to the extent that they relate to the portions of the Work terminated; and
 - e. Place no further subcontracts or orders, except as necessary to complete the continued portion of the Contract.
3. The Contractor shall be entitled to receive payment for Work completed by the Contractor in conformity with the Contract Documents prior to the Contractor's receipt of the Notice of Termination and costs incurred by reason of such termination. Contractor will submit to the Engineer, within ten (10) Days from the effective date of the Notice of Termination, all the usual documentation called for by the Contract Documents to substantiate all costs incurred by the Contractor for labor, materials and equipment through the effective date of the Notice of Termination. Any documentation substantiating costs incurred by the Contractor solely as a result of the District's exercise of its right to terminate this Contract pursuant to this clause, which costs the Contractor is authorized under the Contract documents to incur, shall: (1) be submitted to and received by the Engineer no later than thirty (30) Days after the effective date of the Notice of Termination; (2) describe the costs incurred with particularity; and (3) be conspicuously identified as "Termination Costs occasioned by the District's Termination for Convenience." If the District rejects any costs, Contractor shall be deemed to waive the rejected costs unless Contractor files a claim within thirty (30) Days of the rejection pursuant to the dispute resolution procedures of the Contract Documents.
4. Contractor shall be entitled to receive only the amounts payable under this Article, and Contractor specifically waives any claim for any other amounts or damages, including, but not limited to, any claim for consequential damages or lost profits.

The provisions in this Article are in addition to and not in limitation of any other rights or remedies available to the District.

5. Termination of the Contract shall not relieve surety of its obligation for any just claims arising out of or relating to the Work performed.
6. Notwithstanding any other provision of this Article, when immediate action is necessary to protect life and safety or to reduce significant exposure or liability, the Engineer may immediately order Contractor to cease Work on the Project until such safety or liability issues are addressed to the satisfaction of the District or the Contract is terminated.
7. If the District terminates Contractor for cause, and if it is later determined that the termination was wrongful, such default termination shall automatically be converted to and treated as a termination for convenience. In such event, Contractor shall be entitled to receive only the amounts payable under this Article, and Contractor specifically waives any claim for any other amounts or damages, including, but not limited to, any claim for consequential damages or lost profits.

ARTICLE 9 - CHANGES ORDERS; DISPUTE RESOLUTION

9.1 Change Orders.

All changes to the Contract, including compensation increases and time extensions, shall be through a written Change Order in accordance with this Article. No person shall have the authority to verbally alter the requirements of the Contract Documents. The District, without invalidating the Contract, may order changes in the Work consisting of additions, deletions, or other revisions, and Contractor's compensation and the time for completion shall be adjusted accordingly. Whenever any change is made as provided for herein, such change shall be considered and treated as though originally included in the Contract, and shall be subject to all terms, conditions, and provisions of the original Contract. Contractor shall not be entitled to claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease or omission of any item or portion of Work to be done. Contractor shall take no advantage of errors or omissions. No dispute, disagreement, or failure of the parties to reach agreement on the terms of the Change Order shall relieve the Contractor from the obligation to proceed with performance of the Work, including Additional Work, promptly and expeditiously. Any alterations, extensions of time, Additional Work, or any other changes may be made without securing consent of the Contractor's surety or sureties. The District shall not be liable to Contractor for Work performed or omitted by Contractor in reliance on verbal orders.

A. Change Order Procedures.

1. District Directed Change. The Engineer may direct changes in the Work by delivering a written work directive. To the extent the work directive results in a change to the overall Contract Price or Contract Time, Contractor must timely submit a Potential Contract Change and comply with all Change Order procedures in accordance with this Article. Notwithstanding issuance of a work directive, Contractor's failure to submit a Potential Contract Change no later than five (5) Days after receiving a work directive shall constitute a waiver by Contractor of any

adjustment to the Contract Price or Contract Time for Work performed under the directive.

2. Contractor's Notice of Change/Delay. If Contractor intends to initiate a request for a Change Order, then Contractor shall notify the Engineer immediately and provide the Engineer with written notice in the form of a Potential Contract Change of the underlying facts and circumstances that give rise to the proposed change. Contractor shall submit the Potential Contract Change prior to performance of the Work and no later than five (5) Days after Contractor discovers the circumstances causing the need for the Change Order.

To be considered valid and complete, the Potential Contract Change shall include a general statement of the circumstances giving rise to the change and/or delay.

The Potential Contract Change shall not include a cost proposal with supporting documentation of costs. On Projects receiving federal funds and upon receiving a Potential Contract Change, the Engineer may create an independent cost estimate prior to notifying the Contractor to submit a cost proposal.

3. Request for Change in Compensation and/or Extension of Time. Once the Engineer directs a change in the Work by delivering a written work directive or direction is given by the Engineer regarding an RFI or a Potential Contract Change and either results in a change to the Contract Price and/or Contract Time, the Contractor shall submit a Potential Contract Change. The Potential Contract Change shall be made prior to incurring any expense and within five (5) Days from the Engineer's directive ordering the change or direction given regarding an RFI or a Potential Contract Change. The Potential Contract Change shall include all the following information (unless inapplicable to the change):

- a. A detailed description of the circumstances giving rise to the request;
- b. As described below, a complete itemized cost proposal for labor, equipment and materials, including itemized pricing for all Subcontractors;
- c. Supporting documentation for all costs;
- d. A time impact analysis showing the impact of the delay to the Critical Path to completion;
- e. If any added costs or information cannot be determined at the time of the Potential Contract Change, the reason the costs or information cannot be determined at the time; and
- f. Certification to the accuracy of the Potential Contract Change under penalty of perjury.

The time impact analysis shall be in the Critical Path method format and shall show the sequencing of all critical and non-critical new Activities and/or Activity revisions affected by the delay, with logic ties to all affected existing Activities noted on the schedule.

The Engineer may demand, and Contractor shall provide, any additional information supporting the Potential Contract Change, including but not limited to native electronic format version of schedules and a time impact analysis. Contractor shall provide the requested additional information within five (5) Days of the request.

For any costs or information that cannot be determined at the time Contractor submits the Potential Contract Change, Contractor shall submit to the Engineer notice of the costs or information and all supporting documentation within five (5) Days of when the costs or other information become subject to determination.

4. District's Final Decision on Change Order. If the Engineer denies the Potential Contract Change or disagrees with the proposal submitted by Contractor, the Engineer will notify the Contractor and will provide an opinion of the appropriate price and/or time extension. If no agreement can be reached, the Engineer shall have the right to reject the entirety of the Potential Contract Change, order the Work performed on a time and materials basis, or issue a unilateral Change Order setting forth the Engineer's determination of the reasonable additions or savings in costs and time attributable to the extra or deleted work. The Engineer's determination shall become final and binding if the Contractor fails to submit a Claim in writing to the Engineer within fourteen (14) Days of the Engineer rejecting the Potential Contract Change or issuance of the unilateral Change Order, disputing the terms of the unilateral Change Order, and providing such supporting documentation for its position as the Engineer may reasonably require.
5. Contractor's Waiver of Further Relief.
 - a. **CONTRACTOR'S FAILURE TO PROVIDE A COMPLETE AND TIMELY NOTICE OF AN RFI, POTENTIAL CONTRACT CHANGE, OR TO COMPLY WITH ANY OTHER REQUIREMENT OF THIS ARTICLE, SHALL CONSTITUTE A WAIVER BY CONTRACTOR OF THE RIGHT TO A CONTRACT ADJUSTMENT ON ACCOUNT OF SUCH CIRCUMSTANCES AND A WAIVER OF ANY RIGHT TO FURTHER RECOURSE OR RECOVERY BY REASON OF OR RELATED TO SUCH CHANGE BY MEANS OF THE CLAIMS DISPUTE RESOLUTION PROCESS OR BY ANY OTHER LEGAL PROCESS OTHERWISE PROVIDED FOR UNDER APPLICABLE LAWS.**
 - b. Contractor recognizes and acknowledges that timely submission of a formal written RFI or Potential Contract Change, whether or not the circumstances of the change may be known to the District or available to the District through other means, is not a mere formality but is of crucial importance to the ability of the District to promptly identify, prioritize, evaluate, and mitigate the potential effects of changes. Any form of informal notice, whether verbal or written (including, without limitation, statements in requests for information, statements in Submittals, statements at any job meeting or entries on monthly reports, daily logs or job meeting minutes), that does not strictly comply with the formal requirements of this Article, shall accordingly be insufficient.
6. Change Order Format.

- a. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including any adjustment in compensation or extension of time, and the full and final settlement of all costs (direct, indirect, and overhead) related to the Work authorized by the Change Order.
- b. The Engineer may designate the forms to be used for RFIs, Potential Contract Changes, and Change Orders. If so designated, Contractor may only use such forms. Contractor shall not reserve a right to assert impact costs, extended job site costs, extended overhead, constructive acceleration, and/or actual acceleration beyond what is stated in the Change Order. No Claims shall be allowed for impact, extended overhead costs, constructive acceleration, and/or actual acceleration due to a multiplicity of changes and/or clarifications. The Contractor may not change or modify the District's Change Order form in an attempt to reserve additional rights.

B. Determining Adjustments to Compensation.

1. Limitation on Costs. Contractor shall not be entitled to any compensation for Work subject to a Change Order except as expressly set forth in this Article. The mark-up added in instances of Additional Work shall constitute the entire amount of profit, any mark-ups, any field or home office overhead costs, including personnel, equipment or office space, any materials, or any costs of equipment idle time for such Work.
2. Unit Price Change Orders.
 - a. Unit Price Work. When the actual quantity of a Unit Price Work item varies from the Bid Schedule, compensation for the change in quantity will be calculated by multiplying the actual quantity by the unit price. This calculation may result in either an additive or deductive Change Order. Bid items included on the Bid Schedule may be deducted from the Work in their entirety without any negotiated extra costs. Because Unit Price Work includes overhead and profit as determined by Contractor at the time of its Bid submission, no mark up or deduction for overhead and profit will be allowed.
 - b. Unit Price Additional Work. A unit price Additional Work Change Order may be mutually agreed to by the Contractor and the District when the unit price for Additional Work items can be established. The Potential Contract Change shall include, among other things, an itemized cost proposal including labor, materials, and equipment, to establish the unit price for each item of Additional Work and estimated quantities. Estimated quantities are not guaranteed and are solely for the purpose of determining the Change Order price. Final payment of the Change Order shall be determined by the Engineer from measured quantities of work performed based upon the unit price.
3. Lump Sum Change Orders. A lump sum Change Order will be mutually agreed to by the Contractor and the District. Any lump sum Change Order shall result from a Potential Contract Change that includes, among other things, an itemized cost proposal including labor, materials, and equipment.

4. Time and Materials Change Orders. The Engineer may direct the Contractor to proceed with the Additional Work with payment to be made based on actual cost of the labor and materials required to complete the Additional Work. If the Project is federally funded, a time and materials Change Order shall only be issued after a determination that no other Change Order is suitable, and the Change Order shall include a ceiling price that the Contractor exceeds at its own risk.
5. Federally Funded Projects. For any change to the Contract Price, allowed costs, including, but not limited to, labor, materials, and tool and equipment use, shall be negotiated and must conform to the cost principles set forth under at 2 C.F.R. Part 200, subpart E, and profit shall be negotiated as a separate element of the cost. To establish a fair and reasonable profit, consideration must be given to the complexity of the extra work to be performed, the risk borne by the Contractor, the Contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.
6. Allowed Costs. Itemized cost proposals for lump sum Change Orders, unit price Additional Work Change Orders, and accounting for time-and-material work shall be limited to direct expenditures necessitated specifically by the change and shall be segregated as follows:
 - a. Labor. The costs of labor will be the cost for wages prevailing locally for each craft or type of worker at the time the Additional Work is done, plus a burden amount up to 55% of the sum of prevailing wage labor costs for, among other things, employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from federal, state, or local laws, as well as assessment or benefits required by lawful collective bargaining agreements. The use of a labor classification which would increase the Additional Work cost will not be permitted unless the Contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental. Contractor shall provide Certified Payrolls for all Time and Material work.
 - b. Materials. The cost of materials reported shall be at the lowest current price at which such materials are locally available in the quantities involved, plus any applicable sales tax, freight, and delivery. Materials costs shall be based upon supplier or manufacturer's invoice.
 - c. Tool and Equipment Use. Regardless of ownership, the rates to be used in determining equipment use shall not exceed listed rates prevailing locally at equipment rental agencies or distributors at the time the Work is performed. The Contractor shall furnish cost data supporting the establishment of the rental rate. The rental rate to be applied for use of each item of equipment shall be the rate resulting in the least total cost to the District for the total period of use. The District shall make the final determination as to an equitable rental rate for the equipment. No payment will be made for the use of small tools, which have a replacement value of \$1,000 or less.

- (i) The rental time to be paid for equipment shall be the time the equipment is in productive operation on the Additional Work being performed. Rental time will not be allowed while equipment is inoperative due to breakdowns.
 - (ii) All equipment shall, in the opinion of the Engineer, be in good working condition and suitable for the purpose for which the equipment is to be used. Equipment with no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer.
 - (iii) Before construction equipment is used on any Additional Work, the Contractor shall plainly stencil or stamp an identifying number thereon at a conspicuous location, and shall furnish to the Engineer, in duplicate, a description of the equipment and its identifying number.
 - (iv) When hourly rates are listed, any part of an hour less than 30 minutes of operation shall be 1/2-hour of operation, and any part of an hour greater than 30 minutes will be considered one hour of operation. When daily rates are listed, any part of a day less than 4 hours operation shall be 1/2-day of operation.
- d. Allowed Mark-up. The allowed mark-up for any and all overhead (including supervision and home and field office costs) and profit on work added to the Contract shall be determined in accordance with the following provisions:
- (i) If the Project is federally funded, the allowed mark-up shall not be capped and instead shall be determined in accordance with Section 9.1(B)(5) above and not in accordance with this Section.
 - (ii) "Net Cost" is defined as the costs of burdened labor, materials and tools and equipment only, excluding overhead and profit. The costs of applicable insurance and bond premium will be reimbursed to the Contractor and Subcontractors at cost only, without mark-up. Contractor shall provide the Engineer with documentation of the costs, including but not limited to payroll records, invoices, and such other information as the Engineer may reasonably request.
 - (iii) For Work performed by the Contractor's forces, the allowed mark-up shall not exceed fifteen (15%) percent of the Contractor's Net Cost of the Work.
 - (iv) For Work performed by a Subcontractor, or lower tier subcontractors, the added mark-up for overhead and profit shall not exceed fifteen percent (15%) of the Subcontractor's or lower tier subcontractor's Net Cost of the Work.
 - (v) In no case shall the mark-up for overhead and profit payable by the District exceed fifteen percent (15%) of the Net Cost of the party that performs the Work.
 - (vi) Calculation of the mark-up will be subject to the limitations above, and to calculation as further detailed in Section 9.1(B)(5) above.
- e. Documentation of Time-and-Material (T&M) Costs.

- (i) T&M Daily Sheets. Contractor must submit timesheets, materials invoices, records of equipment hours, and records of rental equipment hours to the Engineer for an approval signature each day that Work is performed on a time-and-material basis. The Engineer's signature on time sheets only serves as verification that the Work was performed and is not indicative of the District's agreement to Contractor's entitlement to the cost.
- (ii) T&M Summary Sheet. Contractor shall submit a T&M Summary Sheet, which shall include total actual costs, within five (5) Days following completion of Additional Work on a time-and-material basis. Contractor's total actual cost shall be presented in a summary table in an electronic spreadsheet file by labor, material, equipment, and any other costs, along with documentation supporting the costs. Contractor's failure to submit the T&M Summary Sheet within five (5) Days of completion of the Additional Work will result in Contractor's waiver for any reimbursement of any costs associated with the Additional Work.
- f. Excluded Costs. The following costs or any other home or field office overhead costs, all of which are to be considered administrative costs covered by the Contractor's mark-up, shall not be allowed costs and shall not be included in any lump sum proposals or time-and-materials invoices:
- (i) Overhead Cost. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, timekeepers, clerks, and other personnel employed by Contractor whether at the Site or in Contractor's principal office or any branch office, material yard, or shop for general administration of the Work;
- (ii) Office Expenses. Expenses of Contractor's principal and branch offices;
- (iii) Capital Expenses. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Additional Work and charges against Contractor for delinquent payments;
- (iv) Negligence. Costs due to the negligence of Contractor or any Subcontractor or Supplier, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including without limitation the correction of Defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property;
- (v) Small Tools. Cost of small tools valued at less than \$1,000 and that remain the property of Contractor;
- (vi) Administrative Costs. Costs associated with the preparation of Change Orders (whether or not ultimately authorized), cost estimates, or the preparation or filing of Claims;

(vii) Anticipated Lost Profits. Expenses of Contractor associated with anticipated lost profits or lost revenues, lost income or earnings, lost interest on earnings, or unpaid retention;

(viii) Home Office Overhead. Costs derived from the computation of a "home office overhead" rate by application of the *Eichleay*, burden fluctuation, or other similar formulaic methods;

(ix) Special Consultants and Attorneys. Costs of special consultants or attorneys, whether or not in the direct employ of Contractor, employed for services specifically related to the resolution of a Claim, dispute, or other matter arising out of or relating to the performance of the Additional Work.

(x) Compliance with Federal Cost Principles. If the Project is federally funded, any costs that are not allowable, reasonable and allocable to the Project, under generally accepted accounting principles and the applicable federal requirements.

(xi) Other. Other overhead or general expense costs of any kind and the cost of any item not specifically and expressly included in the Contract Documents; including but not limited to: submittals, drawings, field drawings, shop drawings, including submissions of drawings; field inspection; general superintendence; computer services; reproduction services; salaries of project engineer, superintendent, timekeeper, storekeeper, and secretaries; janitorial services; small tools, incidentals and consumables; temporary on-site facilities (offices, telephones, high speed internet access, plumbing, electrical power, lighting; platforms, fencing, water); surveying; estimating; protection of work; handling and disposal fees; final cleanup; other incidental work; related warranties; and insurance and bond premiums.

9.2 Dispute Resolution.

- A. Claim Prerequisites. Contractor shall comply with any and all requirements of the Contract Documents pertaining to notices and requests for changes to the Contract Time or Contract Price, including but not limited to, all requirements of Article 9.1, as a prerequisite to filing any Claim governed by this Article. The failure to submit a notice of delay or notice of change, or to request a change to the time for completion or Contractor's compensation, or to provide any other notice or request required herein shall constitute a waiver of the right to further pursue the Claim under the Contract or at law.
- B. All Claims. All Claims shall be submitted in writing and accompanied by substantiating documentation. Claims governed by this Article must be filed no later than fourteen (14) Days after a request for change has been denied in whole or in part.
- C. District Response. The District shall respond in writing within a reasonable period of time to review and evaluate the Claim. The District may request in writing any additional documents supporting the Claim or relating to defenses or claims the District may have against the claimant. Contractor shall make these records and documents available at all reasonable times, without any direct charge.

D. Claim Requirements. Contractor shall submit the Claim justification in the following format:

1. Summary of Claim merit and price, and Contract clause pursuant to which the claim is made.
2. List of documents relating to Claim
 - a. Specifications
 - b. Drawings
 - c. Clarifications (Requests for Information)
 - d. Schedules
 - e. Chronology of events and correspondence
 - f. Analysis of Claim merit
 - g. Analysis of Claim cost
 - h. Analysis of time impact analysis in CPM format
 - i. Cover letter and certification of validity of the Claim
 - j. Other

E. Meet & Confer.

1. If the Contractor disputes the District's response, or if the District fails to respond within a reasonable time, the Contractor may so notify the District within 15 days of the receipt of the response or the failure to respond and demand an informal conference to meet and confer to participate in settlement discussions and informally resolve the dispute. Upon such demand, the District and Contractor will schedule and convene an informal meet and confer conference for settlement within 30 days unless otherwise agreed to by the parties.
2. Unless otherwise agreed to by the parties, only one meet and confer conference will be held for each dispute.
3. At the meet and confer conference, the parties shall endeavor to resolve the dispute in a timely fashion and in good faith through direct discussions by the parties and their respective representatives who shall possess the authority to resolve such disputes.

F. Mediation. The parties agree to participate in mediation with a mutually agreeable mediator following an exchange of documents reasonably necessary for resolution of the Claim or any issues in dispute following the meet and confer conference. Mediation shall be scheduled within a reasonable time, with the City and Contractor sharing the mediator's fees equally. Unless otherwise agreed to by the parties, all unresolved Claims shall be considered jointly in a single mediation.

- G. Condition Precedent. The foregoing dispute resolution procedures, including attendance at a meet and confer conference and participation in mediation, are conditions precedent to any action, proceeding, litigation, suit, general conditions claim, or demand for arbitration by Contractor.

ARTICLE 10 -MEASUREMENT; PAYMENT

10.1 Measurement of Quantities for Work.

- A. Lump Sum Work. The following is applicable where a Project is not Unit Price Work but instead the Contractor is compensated by a lump sum amount. Before the first partial payment the Contractor shall submit to the Engineer a schedule of values allocated to the various portions of the Work, prepared in such form and supported by date to substantiate its accuracy as the Engineer may require. The schedule must be prepared in such a manner that each major item of Work and each subcontracted item of Work is shown as a single line item. This schedule, unless objected to by the Engineer, shall be used as the basis for reviewing the Contractor's payment. The schedule of values may contain separate pay items for bonding and insurance. The schedule of values shall be divided into labor and material for each line item of Work.
- B. Unit Price Work. Unless otherwise specified, where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work multiplied by the estimated quantity of each item as indicated in the Contract. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by the Engineer. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and or profit for each separately identified item.
- C. All Work completed and materials furnished under the Contract shall be measured by the Engineer, or under the supervision of the Engineer, according to United States standard measures, unless otherwise agreed upon in writing. Unless otherwise agreed upon by the Engineer, the Contractor shall furnish the Engineer with dray tickets with each load of materials. As a minimum, the tickets shall indicate gross, tare, and net weights for each load, and the location of delivery.
- D. No payment will be made for materials wasted or disposed of in a manner not called for under the Contract. This includes rejected material not unloaded from vehicles, material rejected after it has been placed, and material placed outside of the construction limits. No compensation will be allowed for disposing of rejected or excess material.

10.2 Partial Payments.

- A. On the 1st or 15th of each month, as agreed upon by Contractor and Engineer, Engineer will prepare and submit to the Contractor a complete Application for

Payment for review and signature by the Contractor. The Application for Payment will cover the Work completed as of the date of the application, unless otherwise directed by the Engineer.

- B. With each Application for Payment, Contractor will submit supporting documentation as required by the Contract Documents and Engineer, including, but not limited to, the required items listed in the Standard Specifications Section 01270 Measurement and Payment. Notwithstanding the foregoing, all daily and weekly supporting documents required to be included with the Application for Payment must be provided on a daily or weekly basis, as applicable. If supporting documents are not provided within five (5) Days of the pay period cutoff, Contractor, at the discretion of the Engineer, may not be compensated for that work during the pay period.
- C. If Contractor does not return an executed Application for Payment to the Engineer within seven (7) Days, Engineer has authority to notify Contractor that payment consideration, or portion of payment, will be made at the designated due date the following month. Notwithstanding the foregoing, the Engineer, at their discretion, may request the Contractor to prepare and submit to the Engineer an Application for Payment for review and approval.
- D. After review and approval of the Application for Payment, Engineer will request payment of the total amount less 5% retained until after completion of the entire Work to the satisfaction of Engineer. The County Auditor will review payment applications and request Commissioners Court approval of payment to Contractor of the remaining 95%.
- E. If in Engineer's judgment, Contractor is not suitably performing the Contract, Engineer may withhold payment until determining that Contractor is performing in a manner acceptable to Engineer.
- F. The Contractor may be required to furnish the Engineer copies of invoices for all materials purchased for the Project.
- G. The District may withhold a sufficient amount or amounts of any payment or payments otherwise due to Contractor as in its judgment may be necessary to cover:
 - 1. Payments which may be past due and payable for just claims against Contractor or any Subcontractors for labor, equipment or materials furnished in and about the performance of work on the Project under this Contract;
 - 2. Defective work not remedied;
 - 3. Failure of Contractor to make proper payments to his Subcontractor or for material, equipment, or labor;
 - 4. Completion of the Contract if there is a reasonable doubt that the Work can be completed for balance then unpaid;
 - 5. Damage to another contractor or a third party;

6. Amounts which may be due the District for claims against Contractor;
 7. Failure of Contractor to keep the As-Built Drawings up to date;
 8. Failure to provide update on construction schedule as required herein;
 9. Site cleanup;
 10. Work performed related to a Submittal, Shop Drawing, or Sample that has not been reviewed and approved by the Engineer;
 11. Failure to comply with Contract Documents
 12. Liquidated damages; and/or
 13. Legally permitted penalties.
- H. District or County may, in its discretion, remit to Contractor's surety any amounts due and payable to the Contractor, upon request of the surety arising out of any unpaid amounts by Contractor for labor, equipment, and materials.

10.3 Acceptance and Final Payment.

- A. If Engineer finds the Work has been completed in accordance with the Contract, Contractor shall submit the following items to Engineer before Engineer will process the final Application for Payment:
1. Affidavit that payrolls, invoices for materials and equipment, and other indebtedness of Contractor connected with the Work, less amounts withheld by District, have been paid or otherwise satisfied. If required by Engineer, Contractor shall submit further proof including waiver or release of lien or claims from laborers, Subcontractors, or Suppliers;
 2. If requested by the District, consent of surety to final payment in a form acceptable to the District; and
 3. Copies of As-Builts, record documents, maintenance manuals, extended warranties, tests, inspections, and approvals, or other items required by Engineer.
- B. After mutual agreement of final quantities, final contract value, and, if necessary, a final Change Order approved by Commissioners Court, Engineer shall submit to Commissioners Court a final Application for Payment (Final Estimate) for the amount due Contractor under the provisions of the Contract Documents. Contractor will examine said final estimate and, if correct, will certify under oath that it includes all items and balances due the Contractor remaining unpaid on the Contract, and accept it as full release to District and as final and complete satisfaction of any and all claims due the Contractor from District by virtue of this Contract and Work arising under it. Further, that all bills for labor, materials, and supplies incorporated in the Work for which the final estimate is received have been paid in full.

- C. After approval of the Final Estimate by Commissioners Court and the County Auditor, Contractor will be paid the amount of the estimate after deducting all previous payments and all amounts retained under provisions of the Contract Documents. All prior partial estimates and payments shall be subject to correction in the final estimate and payment. No estimate or payment except the Final Estimate shall be evidence of performance by Contractor. No payment shall be construed to be an acceptance of any defective work or improper materials or a release from any claim for damages. Payment of the Final Estimate due under the Contract and the adjustments and payment of the bill rendered for any work done in accordance with the Contract Documents shall release District and Engineer from all claims or liability related to work performed in accordance with the Contract Documents.

10.4 Auditor's Certification of Funds.

- A. The laws governing the awarding of Contracts by the District require the approval of the County Auditor and that the County Auditor certify that funds are, or will be, available for the payment of the obligations created thereunder before such Contracts become effective. Despite any provisions in the Contract Documents to the contrary, no change or addition of any character in the Contract Documents that will increase the obligations of the District, or the amount to be paid by the District shall ever be binding on the District unless and until such changes or additions have been submitted to the County Auditor and the County Auditor certifies that funds are, or will be, available for the payment of such obligation.

ARTICLE 11 -MISCELLANEOUS

11.1 Notice.

- A. Unless otherwise agreed upon by the District, all notices for official business, such as termination and Claims, and not routine Project correspondence, shall be in writing and served by personal delivery or certified mail to the other party. Written notice to the Contractor shall be addressed to Contractor's authorized representative designated in Section 2.7(B) and if by personal delivery or certified mail, delivered to the Contractor's principal place of business unless Contractor designates another address in writing for service of notice. Notice to the District shall be addressed to the Engineer and if by personal delivery or certified mail, delivered to the District's principal place of business unless the District designates another address in writing for service of notice. Certified mail shall be addressed to the other party recipient postage prepaid with return receipt requested. Notice shall be effective upon receipt of the mailing or personal delivery.
- B. Routine Project correspondence may be in writing and served by email, personal delivery, or certified mail to the other party or otherwise determined by the District.

11.2 Limitations on the District's Responsibilities.

- A. The District shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Applicable Laws applicable to the performance

of the Work. The District will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

11.3 Cumulative Remedies.

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them that are otherwise imposed or available by Applicable Laws, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Article will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

11.4 Survival of Obligations.

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

11.5 Controlling Law.

A. Notwithstanding any subcontract or other contract with any Subcontractor, Supplier, or other person or organization performing any part of the Work, this Contract shall be governed by the law of the State of Texas excluding any choice of law provisions.

11.6 Jurisdiction; Venue.

A. Contractor and any Subcontractor, Supplier, or other person or organization performing any part of the Work agree that any action or suits at law or in equity arising out of or related to the bidding, award, or performance of the Work shall be maintained in the Harris County, Texas, and expressly consent to the jurisdiction of said court, regardless of residence or domicile, and agree that said court shall be a proper venue for any such action.

11.7 Headings.

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

11.8 Right to Audit.

A. Contractor shall make available to the District for auditing all relevant accounting records and documents, and other financial data, and upon request, shall submit true copies of requested records to the District. If Contractor submits an RFI or a Claim to the District, the District shall have the right to audit Contractor's books, records, documents, and other evidence to the extent they are relevant.

- B. The right to audit shall include the right to examine books, records, documents, and other evidence, and accounting procedures and practices, sufficient to discover and verify all direct and indirect costs of whatever nature claimed to have been incurred or anticipated to be incurred and for which the Claim has been submitted, including but not limited to, job cost reports, estimates, bids, bid papers, documents of other work administered by the Contractor's home office, and any and all other documentation relied upon by the Contractor to obtain this Contract, for a period of four (4) years after final payment. The District shall have the right to make and take copies of any records examined. The right to audit shall include the right to inspect Contractor's plans, or such parts thereof, as may be or have been engaged in the performance of the Work.
- C. Contractor further agrees that the right to audit encompasses all subcontracts and is binding upon Subcontractors.
- D. The right to audit provided herein shall be exercisable through such representatives as the District deems desirable during Contractor's normal business hours at Contractor's office.

11.9 Assignment.

- A. Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract or any part thereof including any claims, without prior written consent of the District. Any assignment without the written consent of the District shall be void. Any assignment of money due or to become due under this Contract shall be subject to a prior lien for services rendered or material supplied for performance of Work called for under the Contract Documents in favor of all persons, firms, or corporations rendering such services or supplying such materials to the extent that claims are filed pursuant to Texas law.

11.10 All Legal Provisions Included.

- A. Contractor shall give all notices and comply with all federal, state, and local laws, ordinances, rules, and regulations bearing on conduct of work as indicated and specified by their terms. References to specific laws, rules, or regulations in this Contract are for reference purposes only and shall not limit or affect the applicability of provisions not specifically mentioned. If Contractor observes that drawings and specifications are at variance therewith, he shall promptly notify the District in writing and any necessary changes shall be adjusted as provided for in this Contract for changes in Work. If Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the District, he shall bear all costs arising therefrom.
- B. Contractor shall be responsible for familiarity with the Americans with Disabilities Act ("ADA") (42 U.S.C. § 12101 et seq.). The Work will be performed in compliance with ADA laws, rules, and regulations. Contractor shall comply with the Historic Building Code, including, but not limited to, as it relates to the ADA, whenever applicable.
- C. No District or County official or representative who is authorized in such capacity and on behalf of the District to negotiate, supervise, make, accept, or approve, or

to take part in negotiating, supervising, making, accepting, or approving any engineering, inspection, construction or material supply contract, or any subcontract in connection with construction of the Work, shall be or become directly or indirectly interested financially in the Contract.

- D. All provisions of law required to be inserted in the Contract or Contract Documents pursuant to any Applicable Laws shall be and are inserted herein. If through mistake, neglect, oversight, or otherwise, any such provision is not herein inserted or inserted in improper form, upon the application of either party, the Contract or Contract Documents shall be changed by the District, at no increase in Contract Price or extension in Contract Times, to strictly comply with the Applicable Laws and without prejudice to the rights of either party hereunder.

11.11 Change In Name And Nature Of Contractor's Legal Entity.

- A. Should a change be contemplated in the name or nature of the Contractor's legal entity, the Contractor shall first notify the District in order that proper steps may be taken to have the change reflected on the Contract and all related documents. No change of Contractor's name or nature will affect the District's rights under the Contract, including but not limited to the bonds.

**SPECIAL PROVISIONS
TO
HARRIS COUNTY GENERAL CONDITIONS**



Add the following paragraph to Article 8- Prosecution of the work of the General Requirements:

8.2.D. Project Schedule Updates and Review Cycle.

8.3.A Time of Completion. The entire work shall be finished and fully completed to the satisfaction of the Engineer in **Five Hundred and Fifty-Two (552) days** contract time.

Add the following paragraph to Section 8.3B of the General Requirements:

8.3.B Liquidated Damages. Contractor shall pay to the County as liquidated damages the sum of **Five Thousand dollars (\$5,000.00)** a day for each calendar day the work remains uncompleted after the expiration or consumption of the number of calendar days in section 8.3.B.

8.3.C Inclement Weather. Contract time includes **64** calendar days to accommodate inclement weather days.

END OF SPECIAL PROVISION

12/19/2025

Half Associates, Inc
Project ID: G103-80-03.1-E002
& G503-06-00-E003

1/1

Special Provisions to
General Conditions

SPECIAL NOTICE TO CONTRACTORS

In the hauling of construction materials, excavation equipment or other items required in the completion of this project, the attention of prospective bidders is directed to ordinances and regulations of local, municipal, or county governments which limit the type or the gross weight of motor vehicle or construction equipment operating on public roads and streets or which restrict the use of such equipment on certain streets.

It will be the responsibility of prospective bidders to investigate any limitations in routing, size of equipment, or gross vehicle weights which may be subject to regulations by local governmental jurisdictions.

Prospective bidders should review all local ordinances requiring the licensing of vehicles that are used in the transportation of earth, sand, shell, gravel, and similar construction or excavated materials.

Approved by Harris County Commissioner's Court July 23, 1962, Vol. 51.

October 7, 1991

HARRIS COUNTY

FLOOD CONTROL DISTRICT

SPECIFICATIONS

SUPPLEMENTAL CONDITIONS FOR CDBG-DR & MIT PROGRAMS

These Supplementary Conditions apply to Harris County's procurement and contract documents for the Flood Control District's CDBG-DR and MIT programs. Since standard procurement and contract templates are used across all Harris County departments, irrespective of funding, these conditions ensure that program-specific requirements are included to comply with GLO, CDBG-DR, and MIT requirements.

1. Child Support Obligation

In accordance with GLO Contracts 24-033-000-E072 and 24-064-000-E151, the Subrecipient shall ensure that all subawards incorporate the following provision and shall require all subawardees and subcontractors to certify compliance with the Child Support Certification Form (*Exhibit 1*).

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

2. Assurances – Construction Programs

In accordance with GLO Contracts 24-033-000-E072 and 24-064-000-E151, any person or entity performing work on any construction activity shall complete form SF-424D Assurances – Construction Programs (*Exhibit 2*).

"Subrecipient shall require any person or entity performing work on any construction Activity under the Contract to complete form SF-424D, entitled "Assurances – Construction Programs," and Subrecipient shall maintain such documentation."

3. GLO Affirmations

GLO Contracts 24-033-000-E072 and 24-064-000-E151, Attachment C outlines 47 affirmations the Subrecipient must acknowledge and comply with. These General Affirmations shall be incorporated into all subawards (*Exhibit 3*).

4. Signage Requirements

In accordance with GLO Contracts 24-033-000-E072 (Hurricane Harvey CDBG-DR Funding) & 24-064-000-E151 CDBG-MIT Funding, all signage for this project shall include the below language, based on the funding source:

CDBG-DR (Hurricane Harvey) funded projects:

This project is funded by the Texas General Land Office of the State of Texas to provide for the restoration of infrastructure for communities impacted by Hurricane Harvey. The funds have been allocated by the

United States Department of Housing and Urban Development through the Community Development Block Grant – Disaster Recovery Program.

CDBG-MIT funded projects:

This project is funded by the Texas General Land Office of the State of Texas to provide for the restoration of infrastructure for communities impacted by major declared disasters that occurred in 2015, 2016, and 2017. The funds have been allocated by the United States Department of Housing and Urban Development through the Community Development Block Grant – Mitigation Program.

All signs shall be placed in a prominent, visible public location at the construction site, and legible from at least three (3) feet distance.

CHILD SUPPORT STATEMENT FOR NEGOTIATED CONTRACTS AND GRANTS

Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is eligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

Section 231.006, Family Code, specifies that a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25% is not eligible to receive payments from state funds under a contract to provide property, materials, or services; or receive a state-funded grant or loan.

List below the name and ownership percentage of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application.

NAME	OWNERSHIP BY %

A child support obligor or business entity ineligible to receive payments described above remains ineligible until all arrearage have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency.

The undersigned proposer certifies that he or she, is the proposing individual, or the sole proprietor of the proposing business, and is eligible under Section 231.006 of the Texas Family Code, to receive the payments of State funds which may be disbursed in connection with a contract arising from this solicitation, The undersigned each further acknowledges that a contract resulting from this solicitation may be terminated and payment may be withheld if the certification provided herein is found to be inaccurate.

Signature – Company Official

Printed/Type Firm Name

Printed/Typed Name and Title

Date

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE
APPLICANT ORGANIZATION 	DATE SUBMITTED

GENERAL AFFIRMATIONS

TO THE EXTENT APPLICABLE, Subrecipient affirms and agrees to the following, without exception:

1. Subrecipient represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Subrecipient nor the firm, corporation, partnership, or institution represented by Subrecipient, or anyone acting for such a firm, corporation, partnership, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Contract or any solicitation response upon which this Contract is based to any competitor or any other person engaged in the same line of business as Subrecipient.*
2. Subrecipient shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from the GLO. Any attempted assignment or delegation in violation of this provision is void and without effect. This provision does not apply to subcontracting.
3. If the Contract is for services, Subrecipient shall comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts, but for contracts subject to 2 CFR 200, only to the extent such compliance is consistent with 2 CFR 200.319.
4. Under Section 231.006 of the Family Code, the vendor or applicant [Subrecipient] certifies that the individual or business entity named in this Contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate, in addition to other remedies set out in Section 231.006(f) of the Family Code.*
5. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application. Subrecipient certifies it has submitted this information to the GLO.*
6. If the Contract is for a “cloud computing service” as defined by Texas Government Code Section 2157.007, then pursuant to Section 2054.0593(d)-(f) of the Texas Government Code, relating to cloud computing state risk and authorization management program, Subrecipient represents and warrants that it complies with the requirements of the state risk and authorization management program and Subrecipient agrees that throughout the term of the Contract it shall maintain its certifications and comply with the program requirements in the performance of the Contract.
7. If the Contract is for the purchase or lease of computer equipment, as defined by Texas Health and Safety Code Section 361.952(2), Subrecipient certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code, related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in Title 30 Texas Administrative Code Chapter 328.
8. If the Contract authorizes Subrecipient to access, transmit, use, or store data for the GLO, then in accordance with Section 2054.138 of the Texas Government Code, Subrecipient certifies that it will comply with the security controls required under this Contract and will

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maintain records and make them available to the GLO as evidence of Subrecipient's compliance with the required controls.

9. Subrecipient represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.
10. Subrecipient agrees that any payments due under the Contract shall be applied towards any debt or delinquency that is owed by Subrecipient to the State of Texas.
11. Upon request of the GLO, Subrecipient shall provide copies of its most recent business continuity and disaster recovery plans.
12. If the Contract is for consulting services governed by Texas Government Code Chapter 2254, Subchapter B, in accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, Subrecipient certifies that it does not employ an individual who has been employed by the GLO or another agency at any time during the two years preceding the Subrecipient's submission of its offer to provide consulting services to the GLO or, in the alternative Subrecipient, in its offer to provide consulting services to the GLO, disclosed the following: (i) the nature of the previous employment with the GLO or other state agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.*
13. If the Contract is not for architecture, engineering, or construction services, then except as otherwise provided by statute, rule, or regulation, Subrecipient must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve any dispute arising under the Contract. NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY SUBRECIPIENT.
14. If the Contract is for architecture, engineering, or construction services, then subject to Texas Government Code Section 2260.002 and Texas Civil Practice and Remedies Code Chapter 114, and except as otherwise provided by statute, rule, or regulation, Subrecipient shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Contract. Except as otherwise provided by statute, rule, or regulation, in accordance with the Texas Civil Practice and Remedies Code, Section 114.005, claims encompassed by Texas Government Code, Section 2260.002(3) and Texas Civil Practice and Remedies Code Section 114.002 shall be governed by the dispute resolution process set forth below in subsections (a)-(d). NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY SUBRECIPIENT.
 - a. Notwithstanding Texas Government Code, Chapter 2260.002(3) and Chapter 114.012 and any other statute or applicable law, if Subrecipient's claim for breach of contract cannot be resolved by the Parties in the ordinary course of business, Subrecipient may make a claim against the GLO for breach of contract and the GLO may assert a counterclaim against Subrecipient as is contemplated by Texas Government Code, Chapter 2260, Subchapter B. In such event, Subrecipient must provide written notice to the GLO of a claim for breach of the Contract not later than the 180th day after the date

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- of the event giving rise to the claim. The notice must state with particularity: (1) the nature of the alleged breach; (2) the amount Subrecipient seeks as damages; and (3) the legal theory of recovery.
- b. The chief administrative officer, or if designated in the Contract, another officer of the GLO, shall examine the claim and any counterclaim and negotiate with Subrecipient in an effort to resolve them. The negotiation must begin no later than the 120th day after the date the claim is received, as is contemplated by Texas Government Code, Chapter 2260, Section 2260.052.
 - c. If the negotiation under paragraph (b) above results in the resolution of some disputed issues by agreement or in a settlement, the Parties shall reduce the agreement or settlement to writing and each Party shall sign the agreement or settlement. A partial settlement or resolution of a claim does not waive a Party's rights under this Contract as to the parts of the claim that are not resolved.
 - d. If a claim is not entirely resolved under paragraph (b) above, on or before the 270th day after the date the claim is filed with the GLO, unless the Parties agree in writing to an extension of time, the Parties may agree to mediate a claim made under this dispute resolution procedure. This dispute resolution procedure is Subrecipient's sole and exclusive process for seeking a remedy for an alleged breach of contract by the GLO if the Parties are unable to resolve their disputes as described in this section.
 - e. Nothing in the Contract shall be construed as a waiver of the state's or the GLO's sovereign immunity, or, if applicable, the governmental immunity of Subrecipient. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas or Subrecipient. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas or, if applicable, of Subrecipient under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies or immunities or be considered as a basis for estoppel. The GLO does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract. Subrecipient does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract.
 - f. Except as otherwise provided by statute, rule, or regulation, compliance with the dispute resolution process provided for in Texas Government Code, Chapter 2260, subchapter B and incorporated by reference in subsection (a)-(d) above is a condition precedent to the Subrecipient: (1) filing suit pursuant to Chapter 114 of the Civil Practices and Remedies Code; or (2) initiating a contested case hearing pursuant to Subchapter C of Chapter 2260 of the Texas Government Code.
15. If Chapter 2271 of the Texas Government Code applies to this Contract, Subrecipient verifies that it does not boycott Israel and will not boycott Israel during the term of the Contract.*
16. This Contract is contingent upon the continued availability of lawful appropriations by the Texas Legislature. Subrecipient understands that all obligations of the GLO under this

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Contract are subject to the availability of funds. If such funds are not appropriated or become unavailable, the GLO may terminate the Contract. The Contract shall not be construed as creating a debt on behalf of the GLO in violation of Article III, Section 49a of the Texas Constitution.

17. Subrecipient certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.
18. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Subrecipient certifies that it is not (1) the executive head of the GLO, (2) a person who at any time during the four years before the effective date of the Contract was the executive head of the GLO, or (3) a person who employs a current or former executive head of the GLO.
19. Subrecipient represents and warrants that all statements and information prepared and submitted in connection with this Contract are current, complete, true, and accurate. Submitting a false statement or making a material misrepresentation during the performance of this Contract is a material breach of contract and may void the Contract or be grounds for its termination.
20. Pursuant to Section 2155.004(a) of the Texas Government Code, Subrecipient certifies that neither Subrecipient nor any person or entity represented by Subrecipient has received compensation from the GLO to participate in the preparation of the specifications or solicitation on which this Contract is based. Under Section 2155.004(b) of the Texas Government Code, Subrecipient certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate. This Section does not prohibit Subrecipient from providing free technical assistance.*
21. Subrecipient represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.*
22. In accordance with Section 2252.901 of the Texas Government Code, for the categories of contracts listed in that section, Subrecipient represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the contract, were employees of the GLO during the twelve (12) month period immediately prior to the date of execution of the contract. Solely for professional services contracts as described by Chapter 2254 of the Texas Government Code, Subrecipient further represents and warrants that if a former employee of the GLO was employed by Subrecipient within one year of the employee's leaving the GLO, then such employee will not perform services on projects with Subrecipient that the employee worked on while employed by the GLO.*
23. The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to any Party.

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24. IF THE CONTRACT IS NOT FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, SUBRECIPIENT, TO THE EXTENT ALLOWED BY LAW, SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF SUBRECIPIENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.*
25. IF THE CONTRACT IS FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, SUBRECIPIENT, TO THE EXTENT ALLOWED BY LAW, SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED DAMAGES, COSTS, ATTORNEY FEES, AND EXPENSES TO THE EXTENT CAUSED BY, ARISING OUT OF, OR RESULTING FROM ANY ACTS OF NEGLIGENCE, INTENTIONAL TORTS, WILLFUL MISCONDUCT, PERSONAL INJURY OR DAMAGE TO PROPERTY, AND/OR OTHERWISE RELATED TO SUBRECIPIENT'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE SUBRECIPIENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO SUBRECIPIENT, OR ANY OTHER ENTITY OVER WHICH SUBRECIPIENT EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.*
26. TO THE EXTENT ALLOWED BY LAW, SUBRECIPIENT SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE GLO AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE

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PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF SUBRECIPIENT PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) THE GLO'S AND/OR SUBRECIPIENT'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE GLO BY SUBRECIPIENT OR OTHERWISE TO WHICH THE GLO HAS ACCESS AS A RESULT OF SUBRECIPIENT'S PERFORMANCE UNDER THE CONTRACT. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. SUBRECIPIENT SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL (OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, SUBRECIPIENT WILL REIMBURSE THE GLO AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE GLO DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF SUBRECIPIENT OR IF THE GLO IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, THE GLO WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND SUBRECIPIENT WILL PAY ALL REASONABLE COSTS OF THE GLO'S COUNSEL.*

27. Subrecipient has disclosed in writing to the GLO all existing or known potential conflicts of interest relative to the performance of the Contract.
28. Sections 2155.006 and 2261.053 of the Texas Government Code prohibit state agencies from accepting a solicitation response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Subrecipient certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.*
29. The person executing this Contract certifies that he/she is duly authorized to execute this Contract on his/her own behalf or on behalf of Subrecipient and legally empowered to contractually bind Subrecipient to the terms and conditions of the Contract and related documents.
30. If the Contract is for architectural or engineering services, pursuant to Section 2254.0031 of the Texas Government Code, which incorporates by reference Section 271.904(d) of the Texas Local Government Code, Subrecipient shall perform services (1) with professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license, and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.*

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31. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Subrecipient shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Contract and the requirement to cooperate is included in any subcontract it awards. The GLO may unilaterally amend the Contract to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.
32. Subrecipient certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the Contract by any state or federal agency.
33. If the Contract is for the purchase or lease of covered television equipment, as defined by Section 361.971(3) of the Texas Health and Safety Code, Subrecipient certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.
34. Pursuant to Section 572.069 of the Texas Government Code, Subrecipient certifies it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for the GLO involving Subrecipient within two (2) years after the date that the contract is signed or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.
35. The GLO shall post this Contract to the GLO's website. Subrecipient understands that the GLO will comply with the Texas Public Information Act (Texas Government Code Chapter 552, the "PIA"), as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas (the "Attorney General"). Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the PIA. In accordance with Section 2252.907 of the Texas Government Code, Subrecipient is required to make any information created or exchanged with the GLO or the State of Texas pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available to the GLO in portable document file (".pdf") format or any other format agreed upon between the Parties that is accessible by the public at no additional charge to the GLO or the State of Texas. By failing to mark any information that Subrecipient believes to be excepted from disclosure as "confidential" or a "trade secret," Subrecipient waives any and all claims it may make against the GLO for releasing such information without prior notice to Subrecipient. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Subrecipient shall notify the GLO's Office of General Counsel within twenty-four (24) hours of receipt of any third-party written requests for information and forward a copy of said written requests to PIALegal@glo.texas.gov. If a request for information was not written, Subrecipient shall forward the third party's contact information to the above-designated e-mail address.

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36. The GLO does not tolerate any type of fraud. GLO policy promotes consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Subrecipient must report any possible fraud, waste, or abuse that occurs in connection with the Contract to the GLO in the manner prescribed by the GLO's website, <http://glo.texas.gov>.
37. If Subrecipient, in its performance of the Contract, has access to a state computer system or database, Subrecipient must complete a cybersecurity training program certified under Texas Government Code Section 2054.519, as selected by the GLO. Subrecipient must complete the cybersecurity training program during the initial term of the Contract and during any renewal period. Subrecipient must verify in writing to the GLO its completion of the cybersecurity training program.
38. Under Section 2155.0061, Texas Government Code, Subrecipient certifies that the entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.*
39. Subrecipient certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from Subrecipient's business. Subrecipient acknowledges that such a vaccine or recovery requirement would make Subrecipient ineligible for a state-funded contract.
40. Pursuant to Government Code Section 2274.0102, Subrecipient certifies that neither it nor its parent company, nor any affiliate of Subrecipient or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.*
41. If Subrecipient is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Subrecipient verifies that Subrecipient does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Subrecipient does not make that verification, Subrecipient must notify the GLO and state why the verification is not required.*
42. If Subrecipient is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Subrecipient verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a "firearm entity" or "firearm trade association" as those terms are defined in Texas Government Code section 2274.001 and (2) will not discriminate during the term of the Contract against a firearm entity or firearm trade association. If Subrecipient does not make that verification, Subrecipient must notify the GLO and state why the verification is not required.*
43. If Subrecipient is a "professional sports team" as defined by Texas Occupations Code Section 2004.002, Subrecipient will play the United States national anthem at the beginning of each team sporting event held at Subrecipient's home venue or other venue controlled by Subrecipient for the event. Failure to comply with this obligation constitutes a default of this Contract, and immediately subjects Subrecipient to the penalties for default, such as repayment of money received or ineligibility for additional money. In addition, Subrecipient

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may be debarred from contracting with the State. The GLO or the Attorney General may strictly enforce this provision.*

44. To the extent Section 552.371 of the Texas Government Code applies to Subrecipient and the Contract, in accordance with Section 552.372 of the Texas Government Code, Subrecipient must (a) preserve all contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO for the duration of the Contract, (b) no later than the tenth business day after the date of the GLO's request, provide to the GLO any contracting information related to the Contract that is in Subrecipient's custody or possession, and (c) on termination or expiration of the Contract, either (i) provide to the GLO at no cost all contracting information related to the Contract that is in Subrecipient's custody or possession or (ii) preserve the contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the Contract and Subrecipient agrees that the Contract may be terminated if Subrecipient knowingly or intentionally fails to comply with a requirement of that subchapter.*
45. If the Contract is for consulting services governed by Chapter 2254 of the Texas Government Code, Subrecipient, upon completion of the Contract, must give the GLO a compilation, in a digital medium agreed to by the Parties, of all documents, films, recordings, or reports Subrecipient compiled in connection with its performance under the Contract.*
46. If subject to 2 CFR 200.216, Subrecipient shall not obligate or expend funding provided under this Contract to: (a) procure or obtain; (b) extend or renew a contract to procure or obtain; or (c) enter into a contract to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services, as defined in Public Law 115-232, Section 889, as a substantial or essential component of any system, or as critical technology as part of any system.
47. To the extent Texas Government Code Chapter 2252, Subchapter G applies to the Contract, any iron or steel product Subrecipient uses in its performance of the Contract that is produced through a manufacturing process, as defined in Section 2252.201(2) of the Texas Government Code, must be produced in the United States.

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**Harris County Flood Control District
Standard Specifications Book 2020**

(Incorporated herein by reference for all
purposes as if set out verbatim herein)

**SPECIAL PROVISION
TO
SECTION 02120**

MATERIAL DISPOSAL

Insert new Article 1.4 as follows:

1.4 REVIEW OF FEDERAL PROJECT DISPOSAL SITES

- A. As part of HCFCD's efforts to comply with the National Environmental Policy Act (NEPA) and HUD Community Development Block Grant (CDBG) funding requirements, HCFCD will document all disposal sites. To satisfy record keeping requirements per NEPA guidelines, HCFCD will complete a Record of Environmental Consideration (REC) Checklist for each disposal site submitted. The checklist is included at the end of this section. This is a requirement for HCFCD to qualify for Federal reimbursement.
- B. HCFCD will have 5 business days to review and determine the acceptability of the disposal site submittals. Required documentation includes the following (as appropriate):
 - 1. Copies of relevant permits and documentation of compliance with relevant federal and local actions.
 - 2. One copy of a right-of-entry for each proposed disposal site. The right-of-entry shall allow HCFCD representatives access to the disposal site to determine if the site can be approved in accordance with this Special Provision. A point of contact to coordinate site access for HCFCD representatives must be provided. Any barriers to site access must be noted to avoid unnecessary delay.
 - 3. Fill quantity amounts are required for each site submitted.
- C. HCFCD reserves the right to reject any or all sites submitted by the Bidder or Contractor. Lack of satisfactory disposal sites will not be cause for a time extension for completion of the Project.
- D. Locations for temporary stockpiles must be treated the same as disposal sites in satisfying this Special Provision. Temporary stockpiles must be relocated to disposal sites prior to acceptance and final payment for this project.
- E. The following types of sites may be approved for potential disposal sites:
 - 1. Landfills licensed by the state (must include a copy of the active Texas Commission on Environmental Quality Municipal Solid Waste Disposal Permit indicating the landfill is currently licensed to accept fill material).
 - 2. Locations that have previously been evaluated, approved, and have successfully completed the compliance actions for another HCFCD federal project with consideration of NEPA.
 - 3. Sites previously impacted by others for approved purposes totally unrelated to this project, such as sand pits. "Previously impacted"

means that the site has been cleared and grubbed in preparation for construction activities. "Approved purposes" means any development or activity which has met all requirements of Federal, State, and local governmental bodies, and can demonstrate the issuance of all required permits. Such purposes might include, but not be limited to, development of a site for residential, commercial, industrial, or public use projects. A site cleared and grubbed specifically to receive fill from this project is not an approved site if it contains any characteristics described in Article 1.4, Section H., below.

- F. Sites with the following characteristics are not likely to be approved for potential disposal sites.
1. Sites exhibiting indications for or actual habitat for state and federally threatened and endangered species.
 2. Sites with or likely to contain cultural resources.
 3. Sites containing or showing indications of hazardous, toxic or radioactive waste (HTRW) (also referred to as regulatory programs) where there is likelihood that the fill material would become contaminated and incur costs for removal and special disposal.
 4. Sites adjacent to active regulatory programs if the fill material is to be used for backfilling or subsurface fill which could potentially come in contact with possibly impacted groundwater, regardless of whether the proposed disposal site holds all required permits.
 5. Sites with wetlands (both inside and outside the floodplain).
 6. Sites showing diversity of native species and/or mature growth with minimal or no incursion of invasive species.
 7. Sites with habitats of specific interest that include, but are not limited to, the following: bottomland forest, native prairies and old growth forest.

END OF SPECIAL PROVISION

(TO BE COMPLETED BY HCFCD)

RECORD OF ENVIRONMENTAL CONSIDERATION CHECKLIST

Project Name: Taylor Gully Channel Improvements and Woodridge Stormwater Detention Basin Project

Project ID: G103-80-03.1-E002 & G503-06-00-E003

Disposal Site Address:

Prepared By: Title: Organization: Date:
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- New Site
- Previously Approved Site

I. Compliance Review for Environmental Laws (other than NEPA)

A. National Historic Preservation Act

HISTORIC STRUCTURES

- No historic structures on or near site.
- No potential to affect historic properties.
- Structure less than 50 years old.
- Structure over 50 years old.
 - Structure determined ineligible (SHPO/FEMA determination on file).
 - Structure determined eligible (SHPO/FEMA determination on file).
- Tribal Trust/Reservation property affected?

Comments:

ARCHEOLOGICAL RESOURCES

- Project does not involve any disturbance or involves minor disturbance to a previously disturbed area.
- Project does not involve any or only minor disturbance of previously undisturbed ground.
- Project involves greater than minor disturbance of previously undisturbed ground.
 - SHPO indicates low potential for presence of archeological or cultural resources.
 - SHPO indicates high potential for resources to be present.
- Tribal Trust/Reservation property affected?

Comments:

B. Clean Water Act

- Project site located outside of and would not affect any waters of the U.S.
- Project site located in or would affect waters of the U.S.

Comments:

C. Endangered Species Act

- Project does not affect the physical environment (land disturbance, vegetation removal, sedimentation, dust, noise/waste/hazardous materials emission into the environment, etc.).
- Project affects the physical environment
 - Threatened or endangered species or critical habitat not present in or near project site.
 - Species or critical habitat present in or near project site.

Comments:

D. Fish and Wildlife Coordination Act

- Project located outside of sensitive habitat, a natural stream or body of water or will not affect any sensitive habitat, natural stream or body of water.
- Project is in or affects sensitive habitat, a natural stream or body of water.

Comments:

E. Magnuson-Stevens Fishery Conservation and Management Act

- Project is not located near and has no effect on Essential Fish Habitat.
- Project near or has an effect on Essential Fish Habitat.

Comments:

F. Wild and Scenic Rivers Act

- Project is not along and does not affect a Wild or Scenic River.
- Project is along or affects a Wild or Scenic River.

Comments:

G. Coastal Zone Management Act/Coastal Barrier Resources Act

- Project is not located in a coastal zone/coastal barrier area.
- Project is located in a coastal zone/coastal barrier area.
 - No adverse impacts on coastal resources are anticipated.

Comments:

H. Clean Air Act

- Project will not result in permanent air emissions.
- Project will result in permanent air emissions.

Comments:

I. Hazardous and Toxic Waste

- A Toxic Waste/Hazardous Materials Site Review was conducted.
- Project site does not contain any known or observed hazardous or toxic material.
- Project site contains hazardous or toxic material.

Comments:

J. Farmland Protection Policy Act

- Project does not affect prime or unique farmland.
- Project affects prime or unique farmland.

Comments:

K. Other Relevant Laws and Environmental Regulations

Identify Law/Regulations, Issues, and Resolution

Comments:

II. Compliance Review for Executive Orders

A. E.O. 11988 - Floodplains

- Project is located outside the floodplain and has No Effect on floodplains.
- Project is located in the floodplain or affects floodplains/flood levels.
 - Project has appropriate floodplain permit.

Comments:

B. E.O. 11990 - Wetlands

- Project is located outside a wetland and has No Effect on wetlands.
- Project is located in a wetland or has Effects on wetlands.

Comments:

D. E.O. 13093 – American Heritage Rivers

- Project is not on or near or has no affect on a designated river.
- Project is near or has an effect on a designated river.

Comments:

III. Other Environmental Issues

Identify other potential environmental concerns in the comment box not clearly falling under a law or executive order.

- Project does not impact significant habitats such as native prairie or bottomland hardwood forests.
- Project does impact significant habitats.

Comments:

IV. Extraordinary Circumstances

Based on the review of compliance with other environmental laws and Executive Orders, and in consideration of other environmental factors, review the project for extraordinary circumstances.

YES NO

- (i) Greater scope or size than normally experienced for a particular category of action;
- (ii) Actions with a high level of public controversy;
- (iii) Potential for degradation, even though slight, of already existing poor environmental conditions;
- (iv) Employment of unproven technology with potential adverse effects or actions involving unique or unknown environmental risks;
- (v) Presence of hazardous or toxic substances at levels that exceed Federal, state or local regulations or standards requiring action or attention;
- (vi) Presence of endangered or threatened species or their critical habitat, or archeological, cultural, historical or other protected resources;
- (vii) Actions with the potential to affect special status areas adversely or other critical resources such as wetlands, coastal zones, wildlife refuge and wilderness areas, wild and scenic rivers, sole or principle drinking water aquifers;
- (viii) Potential for adverse effects on health or safety;
- (ix) Potential to violate a federal, state, local or tribal law or requirement imposed for the protection of the environment;
- (x) Potential for significant cumulative impact when the proposed action is combined with other past, present and reasonably foreseeable future actions, even though the impacts of the proposed action may not be significant by themselves.

Comments:

Record of Environmental Consideration Checklist
Disposal Site Address:

General Comments: (Examples- vegetation types, site conditions (debris), etc...)

**SPECIAL PROVISION
TO
SECTION 02200**

SITE PREPARATION AND RESTORATION

Replace Paragraph 1.2.B with the following:

Payment will be on the following schedule:

1. Payment of 70 percent of bid amount: When mobilization is complete, including move-in of major equipment, installation of project signs, sanitary facilities, construction schedule per Section 01325 and, if required, temporary office and sanitary facilities for Engineer.
2. Payment of 30 percent of bid amount: When clean up of project site is complete, including removal of construction debris, temporary facilities, signs and related project appurtenances and submittal of record drawings per Section 01785.

END OF SPECIAL PROVISION

**SPECIAL PROVISION
TO
SECTION 02241**

CARE AND CONTROL OF WATER

Add Paragraphs 1.2 E & 1.2 F:

1.2 MEASUREMENT AND PAYMENT:

- E. Where payment is made for a concrete channel, no separate measurement and payment is made for an earthen channel.
- F. Where payment is made for an earthen channel, no separate measurement and payment is made for a concrete channel

Delete and Replace Paragraphs 1.3 B & 1.3 C & Add Paragraph 3.1 E:

1.3 SUBMITTALS

- B. Submit a Contractor's Plan for Care and Control of Water for Engineers Review prior to the start of construction.
- C. Contractor's Plan shall include the following, at a minimum:
 - 1. Drawings and type-written descriptions of how Contractor intends to implement and maintain care and control of ground and surface water.
 - 2. Planned work sequence: provide plan drawings to communicate intended work sequence. Drawings should identify work to be performed before, during, and after temporary diversion of normal flow.
 - 3. Protection of existing facilities and new construction against normal flow, high flow and potential flooding conditions.
 - 4. Materials, equipment and procedures contractor proposes to utilize to address surface water including normal channel flow (include information on proposed temporary diversion walls) and ground water including water from beneath adjacent concrete lining.
 - 5. If proposed, how contractor intends to prepare areas for placement of concrete; seal slab, channel lining, channel low-flow, and shelf.
 - 6. Products, materials, and equipment proposed for use, as well as proposed methods of installation, maintenance, and removal.
 - 7. Product manufacturer's descriptive literature, installation instructions, and specifications for any waterstop products, sealants, and pre-fabricated or manufactured temporary cutoff walls proposed for use.
 - 8. Special mix designs (containing anti-washout or other admixtures not covered in Section 03310) proposed for structural and/or non-structural concrete. Such mix designs shall be submitted with the plan and shall otherwise conform to requirements for submittals indicated in Section 01330 and Section 03310.

3.1 GENERAL

- E. During concrete placing and finishing operations, the work area shall be kept free of surface water for a minimum of 3 hours, and free of flowing water for a minimum of 24 hours, after completion of concrete finishing work. The Contractor's Plan for Care and Control of Water may reduce these times, if the plan includes a special concrete mix design and related technical data supporting such time reduction.

END OF SPECIAL PROVISION

SPECIAL PROVISION
TO
SECTION 02315

EXCAVATING AND BACKFILLING

PART 1 - GENERAL

1.2 MEASUREMENT AND PAYMENT

Paragraph D. Replace Paragraph D with the following:

D. Measurement shall be based upon **pre-construction, intermediate, and final** topographic surveys, as required, conducted and approved by the Engineer.

Pre-construction earthwork quantity – The Engineer has obtained an aerial survey, supplemented or replaced by a ground-based topographic survey **in accordance with the latest land surveying guidelines**, to establish the pre-construction condition. The pre-construction survey may also include bathymetric data obtained through sonar-based or equivalent hydrographic methods to capture submerged features for wet stormwater detention basins or other areas with standing water. This pre-construction survey will be made available to the Contractor. Contractor shall have no more than ten (10) calendar days to dispute the Engineer’s pre-construction survey from the receipt of CAD files.

Intermediate earthwork quantity – Intermediate quantity measurements for partial payments **may utilize multiple established survey means** as frequently as needed, as determined by the Engineer. Additionally, truck tickets and other field measurement methods **may be used** as supplemental verification tools to cross-check or support intermediate quantity tracking. The intermediate survey will be made available to the Contractor. The Contractor shall have no more than five (5) calendar days to dispute the Engineer’s intermediate survey.

Final earthwork quantity - A topographic survey will determine the final earthwork quantity (refer to the latest land surveying guidelines), typically conducted by the Engineer after seeding.

a) For **Channels**:

- The survey will consist of cross-sections taken at 50-foot intervals, including all breakpoints and supplemental elevations spaced no more than 25 feet apart. Refer to the latest land surveying guidelines for additional information.

b) For **Dry Stormwater Detention Basins:**

- The survey will include a high-resolution topographic surface generated through either ground-based topographic surveying or drone-based LiDAR, as appropriate for the site conditions. To ensure accurate earthwork and volume calculations, the survey must capture the full extent of the detention basin, including the top of the bank and the toe of the slope on both the interior and exterior sides. The entire pond footprint will be surveyed, encompassing the embankments, side slopes, and bottom.
- To support the development of an accurate surface model, elevation shots will be taken using a regular grid pattern, at 25-foot intervals or tighter spacing if required. Additional break lines will be collected to clearly define slope transitions and pond contours. All significant elevation features, such as high points, low points, inlets, outlets, control structures, and emergency spillways, will also be captured. These detailed data points will enable a surface-to-surface comparison to calculate final earthwork quantities and ensure compliance with design specifications.

c) For **Wet Stormwater Detention Basins:**

- Use the same approach as outlined for Dry Stormwater Detention Basins. However, bathymetric surveying methods must be used to capture underwater topography for basins that contain standing water (refer to the latest land surveying guidelines).

The Engineer will have up to fourteen (14) calendar days to review the survey after completion and verification of the field data. During this period, the Engineer may request additional information to resolve discrepancies or address missing elements. Final earthwork quantities will be calculated using the composite method.

The final topographic survey will be provided to the Contractor for review in a digital terrain model (DTM) or triangulated irregular network (TIN) format compatible with AutoCAD. Contractor shall have no more than 10 calendar days to dispute the Engineer's post-construction survey.

Paragraph J. Delete paragraph J and insert the following:

J. Partial pay quantities will be released at regular intervals, to be determined by the Engineer, and based on pre-construction and intermediate topography digital terrain models, plan quantity calculations to date, or field measurement data previously approved by the Engineer. Payment shall not exceed 90% of the planned quantity without submission and approval of an intermediate digital terrain model. Submittals shall include benchmark references, boundary limits, spot elevations, and both initial and current contours, delivered in PDF plot format to scale.

Add Paragraph L: insert the following:

L. Clay Liner - Testing of materials is incidental to excavation pay items included in the contract.

1.4 DEFINITIONS

Paragraph B Change by "Contractor" to "Engineer"

Paragraph C Change by "Contractor" to "Engineer"

Paragraph D Change by "Contractor" to "Engineer"

Add to Section 2.1 FILL MATERIAL:

B. Clay Liner – Clay Liner shall meet the requirements of HCFCD Specification 02314, Articles 2.1 and 2.2A. Clay material may be obtained on-site, provided it meets the specified requirements.

END OF SPECIAL PROVISION

**SPECIAL PROVISION
TO
SECTION 02365**

STABILIZED CONSTRUCTION ACCESS

Under Part 1 – General, Paragraph 1.1 Summary, add the following sentence:

2. Section includes requirements for installation, maintenance, and removal of stabilized construction access mat.

Under Part 1 – General, Paragraph 1.2 Measurement and Payment, replace 1.2A with the following sentence:

- A. When there is not a separate item listed for work in this Section, no separate measurement and payment is made.

Under Part 1 – General, Paragraph 1.3 Submittals, add the following sentence:

- B. Submit number of modules for stabilized construction access mat.

Under Part 2 – Products, add the following paragraph:

2.3 STABILIZED CONSTRUCTION ACCESS MAT

- A. Provide a reusable, modular, stabilized construction access mat made of plastic resin or similar material that is U/V Stable, recyclable, and chemical resistant.
 - a. Minimum thickness of 3.0 inches
 - b. Elongation < 0.5 percent
 - c. Puncture Strength \geq 6000 psi
 - d. Load bearing capacity \geq 16,000 pounds per module
 - e. UV stability (retained strength) \geq 95 percent after 8,000 hours
- B. Provide anchors to affix access mat to surface in four corners of each module, if necessary.
- C. Provide hardware to attach modules directly to one another, if necessary.

Under Part 3 – Execution, Paragraph 3.2 Maintenance, add the following sentence:

- E. Conduct maintenance on stabilized construction access mats if greater than 30% sedimentation occurs.
- F. Maintain, repair, or replace modules if greater than 10% of the module is compacted to less than 3 inches in thickness.

Under Part 3 – Execution, add the following sentence:

3.3 STABILIZED CONSTRUCTION ACCESS MAT

- A. Provide stabilized access and create an entrance that is no less than 20 feet wide and 48 feet long.
- B. Utilize additional modules as needed to protect the turning radius for vehicle ingress and egress.
- C. Furnish anchors that prevent tire punctures, place anchors for each module and attach each module to one another.
- D. Work sub surface so construction access mats are flush with edge of pavement.

END OF SPECIAL PROVISION

**SPECIAL PROVISION
TO
SECTION 02376**

CONCRETE CHANNEL LINING

Delete paragraph 1.2 C.

Add the following paragraphs:

1.2 MEASUREMENT AND PAYMENT

C. Toewalls, seal slab, grade beams, joint materials, water stop, weep holes, nelson studs or other steel sheet piling connectors, saw cutting and appurtenances will not be measured separately, but are incidental to surface measurement.

Add the following paragraphs:

3.2 PREPARATION FOR CONCRETE PLACEMENT

A. The prepared subgrade or seal slab which forms the base of a concrete placement area should normally be dry at the time of concreting. If the concrete is placed in hot, dry conditions, the base should be lightly dampened with water in advance of concreting. There should be no free water standing on the base, nor water seeping into the placement area, nor should there be any muddy or soft spots when the concrete is placed.

End of Special Provision

**SPECIAL PROVISION
TO
SECTION 02630**

CONCRETE MANHOLES

Delete and Replace paragraphs 1.2 A, with the following paragraph:

1.2 MEASUREMENT AND PAYMENT

- A. Measurement and payment is as noted in the unit price schedule. Payments for Bid items are considered equal for all entities referenced herein.

Add Paragraphs 1.3 G, 1.3 H, & 1.3 I:

1.3 REFERENCES

- G. City of Houston 2021 Standard Specifications; Specification 02081 – Cast-in-Place Concrete Manholes and all references therein
- H. City of Houston 2021 Standard Specifications; Specification 02082 – Precast Concrete Manholes and all references therein
- I. Harris County Standard Specifications for Construction and Maintenance of Roads and Bridges, Effective Date September 1, 2017; Item 471 – Precast Concrete Manholes and Junction Boxes and all references therein

Add Paragraphs 1.4 D & 1.4 E:

1.4 SUBMITTALS

- D. For manholes located within City of Houston Right-of-Way, submit shop drawings and manufacturer's data per 1.04 B, C & D of City of Houston Standard Specification 02081 – Cast-in-Place Concrete Manholes or 1.04 B & C of City of Houston Standard Specification 02082 – Precast Concrete Manholes
- E. For manholes located within Harris County Right-of-Way (not including Harris County Flood Control District Right-of-Way), submit product data, shop drawings and manufacturer's data per Paragraph 471.5 & 471.8 of Harris County Standard Specification Item 471 – Precast Concrete Manholes and Junction Boxes

Add paragraphs 2.0 A, 2.0 B, and 2.0 C:

PART 2 – PRODUCTS

2.0 GENERAL

- A. For structures located within Harris County Flood Control District Right-of-Way, refer to product information located in this section.

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G503-06-00-E003

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Special Provision to
Concrete Manholes

- B. For manholes located within City of Houston Right-of-Way, refer to PART 2 – Products of City of Houston 2021 Standard Specification 02081 – Cast-in-Place Concrete Manholes or Specification 02082 – Precast Concrete Manholes
- C. For manholes located within Harris County Right-of-Way, refer to paragraph 471.3- Materials in Harris County 2017 Standard Specification Item 471 – Precast Concrete Manholes and Junction Boxes

Add paragraphs 3.0 A, 3.0 B, and 3.0 C:

PART 3 – EXECUTION

3.0 GENERAL

- A. For structures located within Harris County Flood Control District Right-of-Way, refer to execution information located in this section.
- B. For manholes located within City of Houston Right-of-Way, refer to PART 3 – Execution of City of Houston 2021 02081 – Cast-in-Place Concrete Manholes or Specification 02082 – Precast Concrete Manholes
- C. For manholes located within Harris County Right-of-Way, refer to Paragraph 471.7- Installation and Paragraph 471.9 – Marking in Harris County 2017 Standard Specification Item 471 – Precast Concrete Manholes and Junction Boxes

END OF SPECIAL PROVISION

**SPECIAL PROVISION
TO
SECTION 02921**

TURF PLANTING ZONE PREPARATION

Delete Paragraph 3.2.A in its entirety and replace with the following:

- A. Prepare the seedbed to support turf grass and/or sod placement prior to fertilizer/soil amendment application, broadcast seeding or sodding, and hydromulching activity.

Delete Paragraph 3.2.C in its entirety and replace with the following:

- C. Apply fertilizer and soil amendment uniformly to seedbed as directed by a HCFCD representative and rake into the top 1-2" of soil. Fertilizer, soil amendment, seed, and hydromulch must all be applied separately. The HCFCD representative will determine which soil amendment will be used.
 - a. Refer to Fertilizer and Soil Amendment Specification Section 02936

END OF SPECIAL PROVISION

**SPECIAL PROVISION
TO
SECTION 02936**

FERTILIZER AND SOIL AMENDMENTS

Add Paragraph 3.1 B:

- B. Rake or lightly turn the soil over so that applied products are incorporated into the top 1-2" of soil prior to seeding.

Delete Paragraph 3.3.A in its entirety and replace with the following:

- A. Apply soil amendments to the prepared seedbed prior to seeding. Refer to Section 02921 – Turf Planting Zone Preparation.

Delete Paragraph 3.3.B.2 in its entirety and replace with the following:

- 2. Elemental Sulfur – 300 lbs. per acre

Add Paragraph 3.3 C:

- C. Products will be applied according to soil pH levels. In general, soils with pH below 5.5 will receive Lime application. Soils with pH between 5.5 and 7.4 will not require amendment. Soils with greater than 7.5 will receive Elemental Sulfur application. Gypsum will be used anytime sodium levels are elevated in the soils. The HCFCD representative will determine which soil amendment(s) will be used based on the soil testing information (Refer to Section 02911 TOPSOIL 1.4 SUBMITTALS).

END OF SPECIAL PROVISION

SECTION 01110

SUMMARY OF WORK

PART 1 – GENERAL

1.1 SUMMARY

- A. The Taylor Gully Channel Improvements (G103-80-03.1-E002) and Woodridge Stormwater Detention Basin (G503-06-00-E003) are located in the San Jacinto Watershed in Harris County and Montgomery County, Texas. The project consists of the construction of a rectangular concrete channel within the existing Taylor Gully earthen channel and construction of a wet bottom detention pond upstream of the existing Taylor Gully channel. The channel improvement activities involve lowering the existing flowline by approximately 4 feet by excavating 54,085 cubic yards and installing 10,306 linear feet of a 20 foot by 4 foot concrete low flow channel. Work within the channel involves a concrete maintenance access ramp, a 156-foot-long drop structure at the upstream of the channel, a 100-foot-long drop structure at the downstream portion of the channel, and construction of the Rustling Elms Drive bridge. Local stormwater runoff enters the channel by way of approximately twenty-three outfall pipes with headwalls and thirty-nine interceptor structures. The 42-acre detention basin consists of excavating approximately 1,002,639 cubic yards. It is a wet bottom basin with 30 to 65 feet berm widths and backslope swales. Additionally, the detention basin involves the construction of a limestone aggregate maintenance access ramp, a 30-foot-wide bottom shelf, a 52-foot-wide vegetative shelf for wetlands planting, and a wet pool 6 feet deep. An adjacent wet bottom pond exists east of the proposed basin and allows stormwater runoff to enter the basin by way of two inflow-outflow culverts. The culverts shall be constructed with appropriately sized headwalls and installation of accompanying riprap as shown on the plans. Runoff flows out of the existing pond through a dual 9-feet by 6-feet outfall structure which drains directly into the Taylor Gully channel. A proposed emergency overflow weir set at the 100-yr water surface elevation shall be constructed over the existing berm and outfall into the channel to prevent overtopping. A 30-inch gas pipeline exists under the north-side berm of the proposed wet bottom detention pond. Temporary access matting is to be used to protect the pipeline during construction of the project site.
- B. The objective of the work is to provide stormwater detention in the San Jacinto Watershed to reduce flood levels and the overall risk of flooding for nearby structures.

- C. The “Time of Completion” of this construction contract will be 552 calendar days (defined as consecutive calendar days).
- D. This project is sponsored by CDBG-DR Funding. HUD Grant # B-18-DP-48-0002 and GLO Grant # 24-064-000-E151. All work by the Contractor and Subcontractors shall be in accordance with applicable HCFCD and CDBG-DR regulations, and all other Required Federal Grant Contract Provisions.
- E. The construction plans are advertisement set plans and are intended as a guide for project location, quantities, access map and standard details. A full set of Issued for Construction (IFC) plans will be provided after commissioners court award of the bid. Actual project limits will be determined in the field by the Engineer prior to construction activities. Due to dynamic conditions in the field, project scope, dimensions, and quantities may vary from the plans and/or cross-sections. HCFCD reserves the right to adjust plans and quantities as necessary in accordance with the contract.

1.2 CONTRACTOR’S USE OF RIGHT-OF-WAY

- A. Access: The Contractor will be responsible for all items to establish, maintain, and repair the access route. The seeding of staging and access areas is incidental to and included in Specification Section Number 02200, Site Preparation and Restoration. The Contractor will visit the known project sites prior to bidding to understand the scope and magnitude of the Work. Water crossings needed for access will be included in the project plans issued to the contract. Barricades and/or Metal Beam Guard Fence may need to be removed and replaced/reinstalled for access and will be included in the project plans issued for the project. The removal and installation will be paid under 2840-06 Remove and Re-Install Metal Beam Guard Fence. The HCFCD has adequate right-of-way for access to the job. Refer to the Plans for location of the right-of-way limits and access points. The Contractor may access the project from other than HCFCD ROW if the Contractor submits copies of the agreements to the Engineer.
- B. Work Area: The Work Area is defined as the right-of-way available to work within to construct the project. Encroachments will be removed to utilize all of the right-of-way as directed by the District’s Director or his/her designee. In cases where fence and/or other encroachments are called to be removed, all of the fence and/or other encroachments should be removed prior to undertaking any construction activities on site and placed neatly on the adjacent property. Unless shown elsewhere on the plans, the removal of encroachments is incidental to site preparation and restoration. Where the

encroachments are not directed to be removed, the Contractor will be expected to utilize the open right-of-way.

- C. Use of Private Property: Do not enter private property without proper authority from the owner and HCFCD.
- D. Where there are pipelines crossing the project area in this contract, the Contractor shall mat and/or otherwise protect the utilities as directed by the utility owner and as agreed and directed by the District's Director or his/her designee. Payment for pipeline and utility protection is incidental to 01141-04, 01531-01, and 01531-02.

1.3 DISTRICT FURNISHED ITEMS

- A. COE Permits: The Project Plan Set has been investigated for environmental impacts. The proposed work was determined to be eligible for coverage under USACE Nationwide Permit (NWP) 13. The Contractor must follow all applicable provisions of the project permits in accordance with the USACE Permit conditions.
- B. Geotechnical Information: The geotechnical reports utilized by the Engineer was prepared by Geotest Engineering, Inc. dated April 2025, and Cibor Geoconsultants dated October 2022. The geotechnical reports will be available to bidders. The Contractor may rely upon the accuracy of the "technical data" contained in the reports, but not upon nontechnical data, interpretations, or opinions contained therein or for the completeness thereof for the Contractor's purposes. Except as indicated in the immediately preceding sentence, the Contractor shall have full responsibility with respect to subsurface conditions at the site.
- C. TPDES: The filing of a Notice of Intent (NOI) per the Texas Pollution Discharge Elimination System (TPDES) and Storm Water Pollution Prevention Plan (SWPPP) are required for this project. This will require the Contractor to complete weekly Inspection and Maintenance Report forms for each site and other documentation necessary to be in compliance with TPDES. Payment for all inspections and associated paperwork and documentation necessary for compliance with TPDES is incidental to and included in Specification Section Number 02200, Site Preparation and Restoration.
 - 1. The Contractor may submit alternatives to the SWPPP to reflect means, methods, and sequence of work. The SWPPP may be modified during construction to reflect the site-specific nature of the Project. The sequencing of major erosion and sediment control activities and updating and storage of maintenance records shall be

- adhered to in accordance with the SWPPP certified by the Contractor. At a minimum, plan forms will be required to be submitted weekly.
2. The Contractor shall become the co-permittee under the TPDES General Permit and will be required to have their authorized representative sign the Contractor/Inspector Certification who is responsible for implementation, modification, and compliance with the terms and conditions of the SWPPP.
 3. If applicable, send a copy of the Construction Site Notice to the operator of the appropriate Municipal Separate Storm Sewer System (MS4) and post a copy of the notice on the Project site.
 4. Fees: An application fee of \$225 will be required and shall be paid by the Contractor with the electronic NOI submittal and \$325 for paper NOI submittal.
- D. The Harris County Flood Control District 2020 Standard Construction Specifications and Details Book is available at <https://harriscountytexas.bonfirehub.com>, or may be downloaded from the District website at www.hcfcfd.org. The Texas Department of Transportation's, "Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges", dated November 1, 2014, and the 2023 City of Houston specifications, are also referenced on this project.
- E. Identify any reports or other project related information available for download at <https://harriscountytexas.bonfirehub.com> or upon request, such as environmental investigations, right-of-entry agreements, letters from pipeline companies, etc.
- F. AutoCAD Civil 3D files containing the 3D surfaces of the design will be provided to the contractor.
- G. Project signs (two signs to be provided by the district for contractor to install)

1.4 WORK SEQUENCE

- A. The Contractor will be required to provide sufficient equipment, manpower, and resources necessary to perform work at multiple sites, as required to adhere to the schedule established by the NRCS funding agreements.
- B. The sequence of erosion and sediment control activities is as follows:
 1. Install stabilized construction access at all entries.
 2. SWPPP installation along access road and along work area limits as
 3. designated on the SWPPP layouts in the construction drawings.

4. Install Sod per turf establishment specification 02921, as excavation is being completed to prevent erosion issues.
 5. Perform final grading of the site in preparation for turf establishment by other HCFCD contractor(s) unless work is shown on Plans.
- C. The sequence of major work activities is as follows:
1. Set TBMs for survey control.
 2. Perform construction surveying.
 3. Set up storm water pollution prevention plan and post NOI.
 4. Implement Traffic Control Plan and install stabilized construction entrances at each access location.
 5. Install construction fence around protected areas such as wetlands and protective fence around Tree Preservation Zone.
 6. Provide protection as required for Williams Gas Pipeline.
 7. Clear and grub designated areas.
 8. Demo existing concrete per plans.
 9. Remove encroachments as noted on the IFC Project Plan Set.
 10. Excavate basin and construct outfall pipes.
 11. Establish the proposed flowline of the channel and construct rectangular concrete channel lining, side slopes, and buried Grade #1 Riprap along the channel as noted on the IFC Project Plan Set
 12. Construct bridge.
 13. Install outfalls and related repairs as noted on the IFC Project Plan Set
 14. Grade backslope swale drainage swales and dress the berms/project site as noted on the IFC Project Plan Set.
 15. Install access ramp as noted on the IFC Project Plan Set.
 16. Turn over completed sections of the project site for HCFCD to establish vegetation as noted in the General Notes of the IFC Project Plan Set.
 17. Finalize grading and conduct surveys and inspections as necessary to confirm design finish grading has been achieved.
 18. Upon approval by HCFCD inspectors, remove silt fence and construction fence, and clean up and haul off all debris, including streets and street access locations.
 19. Remove traffic control devices.
- D. Variances to this sequence of conducting work on the project sites may be allowed by the Engineer per their review and approval by written request from the Contractor.

1.5 GENERAL NOTES

See General Notes provided in Construction Drawings.

1.6 ENVIRONMENTAL MITIGATION MEASURES

ENVIRONMENTAL MITIGATION MEASURES

PART 1 – GENERAL

1.1 SUMMARY

- A. These notes supplement the Environmental Mitigation Measures Plan Sheet by providing guidance to the construction contractors and HCFCD Construction Division staff when environmental resources, habitat, and/or protected species may be present. Topics included are species-specific Mitigation Measures, the Migratory Bird Treaty Act, Endangered Species Act, Clean Water Act, Cultural Resources, and other sensitive areas. Below is a complete summary of the Environmental Mitigation Measures required for this project.

1.2 ACRONYMS

- Best Management Practices (BMP)
- Endangered Species Act (ESA)
- Migratory Bird Treaty Act (MBTA)
- Ordinary-High Water Mark (OHWM)
- Right-of-Way (ROW)
- Texas Parks and Wildlife (TPWD)
- Tricolored Bat (TCB)
- United States Fish and Wildlife Service (USFWS)

1.3 GENERAL BMPs

- A. The onsite wetlands and the associated buffer zone, shown on the plans, must be clearly marked with construction fencing prior to construction activities beginning, and must be maintained throughout the duration of construction.
- B. Construction activities may not take place within the protected wetlands buffer zone and/or protected stream segments, as called out on the plans, unless written consent is given by HCFCD and appropriate protections including mats are used.
- C. Contractor must use silt fencing around all active construction, as shown on plans. HCFCD's standard details for reinforced silt fence require burial at 6" depth and a height of 24".
- D. Silt fencing in flood prone areas must be removed when a major storm event is anticipated and must be replaced after the storm passes.
- E. Final stabilization of all disturbed project limits should be achieved via hydromulch (not containing microplastics) with seeding according to specifications in the plans, unless alternative stabilization measures are specified on the plans.
- F. All contract employees (excluding material disposal truck drivers), who operate any form of on-site equipment or conduct ground-disturbing or vegetation-clearing activities that will be working on-site for more than 1 day, must take the Environmental Awareness Training prior to beginning work on-site and notify the HCFCD Construction Project Manager if any protected species are identified on-site during construction.
- G. Construction activities are prohibited when there is a rain even that releases more than 2

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- inches of precipitation over a 24-hour period, after which, construction may resume.
- H. Trash, food, containers, and food waste must be secured at all times or placed in animal-proof trash containers onsite. The contents of the trash containers must be transferred from the work site at the end of each day.
 - I. Contractor must notify HCFCD Environmental a minimum of 7 calendar days prior to work below the OHWM and within a jurisdictional wetland.
 - J. Construction will take place during daylight hours between 7am and 7pm to minimize lighting and noise effects. Exceptions must be made in writing to HCFCD.

PART 2 – SPECIES SPECIFIC MITIGATION MEASURES

2.4 PROTECTED BAT SPECIES

2.2.1 TREE CLEARING

- A. Rafinesque's big eared bat is a state-protected species that may occur within the project limits. As such, it is afforded protections under state law and harm to bats and their pups is prohibited. This bat forms maternal roosts with a pupping season that occurs between May 1-Sept. 15th. If impacts to trees cannot be avoided during this timeframe, prior to any tree clearing, a roost survey must be conducted by HCFCD-provided biologists to inspect tree cavities and crevices for Rafinesque's big eared bat. The contractor must submit a written request to HCFCD for this survey within 5 days of tree removal. This request may be made in combination with the required nest habitat survey, under a single request. Do not proceed until HCFCD has conducted a roost survey to verify protected bat species are not present. HCFCD must provide written authorization to proceed.
- B. Tree clearing must only include the number of trees necessary to implement the project construction activities safely during all phases or aspects of the project.
- C. Tree removal must be limited to the areas specified in the project plans and clearing limits marked in the field (e.g. Install brightly colored flagging/fencing prior to any tree clearing to ensure workers stay within clearing limits). All contractor personnel are directed to stay out of protected areas.

2.2.2 DISTURBANCE MINIMIZATION - LIGHTING AND NOISE

- A. Lighting must be downcast and pointed away from sensitive areas where the project crosses potential bat habitat (i.e. trees, culverts, and bridges).
- B. If impact hammers are utilized, then to minimize noise, the "ramp up" technique will be implemented to avoid sudden loud sounds.

2.2.3 MINIMIZE DISTURBANCE OF ROOSTING HABITAT IN STRUCTURES

- A. Prior to any project related structural (bridge/culvert/building) modification, a HCFCD-provided biological monitor must conduct a survey to identify the presence or absence of hibernating or roosting bats. If bats are found, then the contractor must notify HCFCD immediately and work must cease within 100 feet of the structure until HCFCD can notify and coordinate with the appropriate state/federal agencies.

- B. The contractor may not exclude protected bat species from roosting in existing structures in the project work area.
- C. Roost surveys are required prior to structural removal and disturbance if temperatures fall below 40 degrees, as bats may be hibernating and unable to flee without harm prior to demolition.

2.2.4 ACTION UPON DISCOVERY

- D. If a protected bat species is observed within the work area, the roosting habitat (tree/culvert/bridge) will be buffered until the pups have been confirmed no longer present or the bats can be relocated. HCFCD will contact Bob Gottfried at TPWD for further coordination and submit findings to the TXNDD at:
https://tpwd.texas.gov/huntwild/wild/wildlife_diversity/txnnd/submit.phtml.

2.2.4 ACTION UPON FEDERAL LISTING

- A. The tricolored bat (TCB) is a species proposed for federal listing under section 9 of the ESA. Habitat for TCB is present within the project limits. The aforementioned mitigation measures will help to conserve the species until a listing decision is made. However, should TCB become listed during construction, HCFCD will begin consultation with USFWS, during which the contractor must follow this protocol:
 - All culvert and bridge removals will be suspended until the completion of consultation with USFWS
 - All tree removal occurring between May 1-July 15th will be suspended until the completion of consultation with USFWS
 - Tree clearing between March 15-May 1 will only be permitted after a negative finding acoustic survey, coordinated with USFWS
 - All tree clearing activities will stop when temperatures fall below 40°f for 3 consecutive days. They will not resume until temperatures remain above 40°f for a 24-hour period after the initial drop.
 - The contractor shall immediately contact HCFCD to report any sightings or encounters between TCB and on-site workers or equipment that result in harm/injury, harassment, or death of TCB.

PART 3 – MIGRATORY BIRD TREATY ACT AND BALD & GOLDEN EAGLE PROTECTION ACT

3.1 NEST PROTECTIONS AND BIOLOGICAL MONITORING PROCESSES

- A. Activities that disturb bird habitat, including but not limited to clearing, grubbing, and impacts to structures where migratory birds and bald eagles might nest require a nest habitat survey. Do not proceed until HCFCD has conducted a nest habitat survey to verify active migratory bird nests and bald eagle nests are not present. HCFCD must provide written authorization to proceed.
- B. A bird nest survey must be conducted within 5 days of any vegetation disturbance, regardless of time of year. Any nests found will receive a species-specific buffer, biweekly monitoring, and must be avoided until the nest is no longer occupied.
- C. Written authorization to proceed with clearing will include a 5-day time limit to complete the clearing and if clearing is not completed in this time limit, then a follow-up re-survey of nest habitat will be required to re-authorize clearing for a new 5-day time limit.

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Clearing should be phased and planned accordingly based on these requirements. The day of the survey is day 1 of the 5 total days.

- D. Biological monitors will be present during construction activities to assist construction contractors in avoiding the “take” of migratory birds. Active nests are recorded on a GPS map and given to contractors so that all personnel are aware of buffered areas to be avoided. Nests will be classified as active on the contractor map until it is no longer considered active by the biological monitor.

PART 4 – CLEAN WATER ACT

4.1 WATER QUALITY BEST MANAGEMENT PRACTICES

- A. Nationwide permit 7 and 43 authorizes the execution of proposed project activities provided that the resulting conditions would not result in violation of the Texas Surface Water Quality Standards as required by section 401 of the CWA and 16 Texas Administrative Code 3.93. This includes implementation of BMPs to avoid and minimize erosion and sedimentation of waters during construction and post-Construction BMPs to avoid and minimize augmentation of total suspended solids loading in waters. BMPs are described in detail in the Railroad Commission of Texas letter to the USACE below. (https://www.swg.usace.army.mil/portals/26/docs/regulatory/2021nwp/swd_texas_wqc_txrrc_2021%20nwp_dec%2018-2020_complete.pdf?ver=tgoiqm_dux6vu114_i0gfw%3d%3d.)

PART 5 – CULTURAL RESOURCES AND SENSITIVE AREAS

5.1 ACTION UPON ENCOUNTER

- A. If cultural resources (i.e., artifacts or human remains) are encountered during project construction, then the contractor should utilize the unanticipated discoveries plan that HCFCO has in place for each of its projects to make sure appropriate protocols are followed with regard to the protection of previously unrecorded cultural resources.

END OF SECTION

SECTION 01141

UTILITY COORDINATION

PART 1 – GENERAL

1.1 SUMMARY

- A. Section includes requirements for coordination with Utility Companies (Private and Public Utility Companies and Pipeline Companies) when work by the Contractor will be performed upon, under, or over Utilities and Utility Company Right-of-Way that may impact current or future operations.

1.2 MEASUREMENT AND PAYMENT

- A. Measurement and payment will be an allowance as noted on the Unit Price Schedule.
- B. Refer to Section 01270 – Measurement and Payment for Unit Price Procedures.
- C. This pay item is an allowance amount to reimburse the Contractor for actual cost of Utility Company fees which include but are not limited to the following: costs of insurance required by the Utility Company, costs of Temporary Access Agreement, costs to temporarily brace power poles, costs of providing temporary 24-hour access if necessary, and all other costs of coordination with the Utility Company.
- D. Payment will be based on the cost incurred by the Utility Company to make the relocation, bracing, or other temporary or permanent measure or modification to their facility, plus a five (5) percent markup fee for coordination with the Contractor. Payment will be made on the following schedule:
- E. Payment of the full amount agreed to by the Engineer will be made upon completion of the work by the Utility Company and submittal of a copy of the paid invoice to the Utility Company.

1.3 SUBMITTALS

- A. Refer to Section 01330 – Submittal Procedures.
- B. All submittals and work shall be completed in accordance with the Utility Company Designated Representative.
- C. Contractor must submit the Utility Company proposal to conduct the work to the Engineer for review and approval prior to notifying the Utility Company to move ahead with the work.

1.4 COORDINATION

- A. The Contractor shall afford the same cooperation with the Utility Company as it does with the District and will coordinate work activities with the Utility Company and receive approval prior to performing the work.
- B. When working near pipelines, Contractors should conform to the most stringent pipeline company guidelines.
- C. Use of Pipeline Representatives will be determined by the Pipeline Owner. The contractor shall contact all pipeline owners before start of construction, to arrange for Pipeline Representatives as needed.

1.1 AGREEMENT

- A. Prior to beginning work, the Contractor may be required to execute a Temporary Access Agreement with the Utility Company to work within the Utility company Right-of-Way.

PART 2 – PRODUCTS - Not Used.

PART 3 – EXECUTION

3.1 WORK

- A. All work performed by the Contractor when working on or adjacent to the pipelines shall be performed in a manner satisfactory to the representative of the pipeline or his authorized representative (hereinafter the Pipeline Representative).
- B. Pipeline guidelines can be found below. Guidelines are subject to change based on revisions by the Utility Company to their policies/procedures. Contract must abide by current Utility Company guidelines.
- C. No additional payment will be provided due to delays of the pipeline owner or Pipeline Representative.

END OF SECTION

SECTION 01531

TEMPORARY ACCESS MATS

PART 1 – GENERAL

1.1 SUMMARY

- A. Section includes requirements for installation, maintenance, replacement during construction, and removal and disposal of Temporary Access Mats.

1.2 MEASUREMENT AND PAYMENT

- A. Measurement and payment is as noted on the Unit Price Schedule.
- B. Payment for pipeline and utility protection is incidental to and included in Specification Section Number 02200, Site Preparation and Restoration.
- C. Refer to Section 01270 - Measurement and Payment for unit price procedures.

PART 2 – PRODUCTS

2.1 TEMPORARY ACCESS MATS

- A. Provide Temporary Access Mats that are wooden and have a minimum dimension of 8 foot by 16 foot by 3 ply of 2-inch x 8-inch wooden members.
- B. When directed by the Project Plans, or the Private Utility Owner to provide Temporary Access Mats that meet a specific type, composition, size, dimension, or thickness, provide Temporary Access Mats, and any associated earthen fill and appurtenances that meet these requirements.

PART 3 – EXECUTION

3.1 INSTALLATION

- A. Install Temporary Access Mats flat on the ground/surface that cover the full surface area designated for matting.
- B. Temporary Access Mats should be butted up firmly against one another to ensure no gaps in coverage and should be interlocked and connected together per the manufacturer's recommendations.
- C. When installation measures are directed by the Project Plans, or the Private Utility Owner, install the Temporary Access Mats and any associated work such as additional earthen fill, bridging measures, and appurtenance per these installation procedures.

3.2 MAINTENANCE

- A. Contractor shall inspect Temporary Access Mats installed on site weekly to ensure they have remained firmly against one another and are interlocked and connected per the manufacturer's recommendations. Issues noted during use or following the weekly inspection should be addressed immediately.
- B. Repair loose or missing mat boards with new boards when necessary. Temporary Access Mats found to be damaged beyond repair shall be removed and replaced at no additional cost to the District.
- C. When maintenance measures are directed by the Project Plans, or the Private Utility Owner, maintain or replace the Temporary Access Mats per these maintenance procedures.

3.3 REMOVAL AND DISPOSAL

- A. Refer to Section 02120 – Material Disposal.
- B. Upon completion of the Project remove and dispose of all Temporary Access Mats and appurtenances and restore the designated area to its preconstruction condition.

END OF SECTION

SECTION 02210

LOW WATER CROSSINGS

PART 1 – GENERAL

1.1 SUMMARY

- A. Section includes requirements for installation, maintenance, and removal of Low Water Crossings.

1.2 MEASUREMENT AND PAYMENT

- A. No separate payment is made under this Section. Include cost for work under this Section in the related items listed on the Unit Price Schedule
- B. Measurement and payment is as noted on the Unit Price Schedule.
- C. Refer to Section 01270 - Measurement and Payment for unit price procedures.

1.3 SUBMITTALS

- A. Refer to Section 01330 - Submittal Procedures.
- B. Submit a plan to the Engineer prior to the start of construction.
- C. Plan shall include drawings and descriptions of Low Water Crossing. Plan shall cover the protection of existing facilities and proposed Work with normal flow, high flow, and potential flooding conditions.

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION

3.1 INSTALLATION

- A. Select the means, methods, and techniques to install Low Water Crossing and maintain flow of the channel.
- B. Low Water Crossing shall be installed in a manner that will preserve the strength of the subgrade and backfill, not cause instability of slopes, will protect the proposed Work and not result in damage to existing facilities or contamination of water.
- C. When installation measures are directed by the Project Plans, install the Low Water Crossing and any associated Work per these installation procedures.

3.2 MAINTENANCE

- A. Repair or replace damage caused by water at no cost to the District.
-

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Low Water Crossings

- B. Contractor shall inspect installed Low Water Crossing on site weekly to ensure stability and safety. Issues noted during use or following the weekly inspection should be addressed immediately.
- C. Contractor shall ensure that channel is open to flow at all times. At no cost to the District, remove Low Water Crossing as directed by the Engineer when needed to protect the public and public infrastructure and reinstall after event.

3.3 REMOVAL AND DISPOSAL

- A. Refer to Section 02120 – Material Disposal.
- B. Upon completion of the project remove and dispose of Low Water Crossing and restore the designated area to its preconstruction condition.

END OF SECTION

SECTION 02366

INLET PROTECTION BARRIER

PART 1 – GENERAL

1.1 SUMMARY

- A. Section includes requirements for furnishing, installation, maintenance and removal of inlet protection barrier devices. Inlet protection barrier devices shall be used on all existing and proposed inlets where infiltration can occur from project storm water runoff.

1.2 MEASUREMENT AND PAYMENT

- A. Measurement and payment is as noted on the Unit Price Schedule.
- B. Refer to Section 01270 – Measurement and Payment for unit price procedures.
- C. No separate measurement and payment will be made for maintenance, entire replacement or removal of inlet protection barrier devices. No separate measurement and payment will be made for removal of accumulated sediment around inlet protection barrier devices. Final removal of the inlet protection barrier is incidental to the cost of the inlet protection barrier.

1.3 SUBMITTALS

- A. Refer to Section 01330 – Submittals.
- B. Designate inlet protection barrier devices to be used.
- C. Submit for approval product specifications of protection barrier devices to be used.

PART 2 – PRODUCTS

2.1 INLET PROTECTION BARRIERS

- A. The inlet protection barrier shall be capable of covering inlet openings of three (3) feet minimum and eighteen (18) feet maximum.
- B. The inlet protection device shall extend a minimum of twenty four (24) inches beyond both sides of the inlet opening.
- C. The inlet protection barrier shall be a minimum of seven (7) inches tall and shall be weighted for secure placement and minimize potential floating.
- D. The inlet protection barrier shall have adequate tie downs to securely fix the device over the inlet opening and prevent sliding.
- E. The inlet protection barrier shall be easy to clean and maintain.

- F. The inlet protection barrier devices shall be “GutterGator” by ACF Environmental, Inc. or equivalent quality.

PART 3 – EXECUTION

3.1 PLACEMENT

- A. Place inlet protection barriers at all existing and proposed inlets which could receive project storm water runoff within and immediately adjacent to the project limits.
- B. Placements of inlet protection barriers shall in no way block or impede driveways or sidewalks at any time.

3.2 CONSTRUCTION

- A. Install inlet protection barriers in front of the curb inlet opening.
- B. Provide adequate weighting to the device to minimize potential floating or uplift. The weighting system shall not impede upstream gutter flow.
- C. Provide adequate tie-back to minimize sliding or lateral movement.

3.3 MAINTENANCE

- A. Inlet protection barrier devices shall be visually inspected at a minimum of once a month or immediately after each rain event of one half (1/2) inch or more.
- B. Inlet protection barriers and adjacent gutters shall be cleaned if a visual inspection shows sediment and debris build up around the device.
- C. Inlet protection barriers shall be cleaned if ponding is occurring around device.
- D. Inlet protection barriers shall be cleaned in periods of no runoff. Inlet protection barriers shall not be cleaned during a wet weather event.
- E. If evidence of significant sediment is seen within inlet box during scheduled visual inspections the placement of the inlet protection barrier shall be adjusted or replaced in whole.

3.4 REMOVAL OF INLET PROTECTION BARRIERS

- A. Inlet protection barriers shall remain in place for the duration of the project and removed upon final project completion and HCFCD project acceptance.

3.5 MATERIAL DISPOSAL

- A. Refer to Section 02120 – Material Disposal.
- B. Clean inlet protection barriers in a location approved by the Engineer.

3.6 SITE RESTORATION

- A. Clean all gutters of sediment and debris adjacent to inlet openings upon final removal of inlet protection barrier devices.
- B. Clean all inlet boxes of sediment and debris upon final removal of inlet protection barrier devices.

END OF SECTION

SECTION 02820

FENCES AND BARRICADES

PART 1 – GENERAL

1.1 SUMMARY

- A. Section includes requirements for removal and replacement of Type III Barricades.
- B. Section includes requirements for removal of Fence Encroachments.

1.2 MEASUREMENT AND PAYMENT

- A. Measurement and payment is as noted on the Unit Price Schedule.
- B. Refer to Section 01270 - Measurement and Payment for unit price procedures.
- C. No separate payment for temporary Barricades. Temporary Barricades shall be paid in accordance with Section 01555 - Traffic Control and Regulation.

1.3 REFERENCES

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

PART 2 – PRODUCTS

2.1 BARRICADES

- A. All Barricades shall be in accordance with the requirements of the “Texas Manual on Uniform Traffic Control Devices” (TMUTCD).
- B. Markings for permanent Type III Barricade rails shall be alternating red and white chevron striping sloping downward at an angle of 45 degrees in the direction traffic is to pass. All parts of the Barricade not striped shall be painted white.
- C. Markings for temporary Type III Barricade rails shall be alternating orange and white chevron striping sloping downward at an angle of 45 degrees in the direction traffic is to pass. All parts of the Barricade not striped shall be painted white.
- D. Where a Type III Barricade extends entirely across a roadway, the stripes shall slope downward in the direction toward which traffic must turn when detouring. Where both right and left turns are provided for, the chevron striping shall slope downward in both directions from the center of the Barricade.
- E. Reflectorized sheeting used for the chevron striping on both permanent and temporary Barricades shall be, as a minimum, in accordance with Harris County Standard Specification Item 649 “Wide Angle Prismatic Retroreflective Sheeting for Traffic Control Signs (Diamond Grade)”.
- F. Re-use of Barricade shall be allowed if found satisfactory in good condition

and shall be subject to approval by the Engineer.

PART 3 – EXECUTION

3.1 BARRICADES

- A. Remove and Dispose of Existing Barricades, as directed in the plans, in accordance with Section 02120 – Material Disposal.
- B. All Barricades shall be installed in accordance with the drawings, the TMUTCD and Section 01555 – Traffic Control and Regulation.

3.2 FENCES

- A. Contractor may remove Fence Encroachments only as called out in the Plans. Where the Encroachments are not directed to be removed, the Contractor will be expected to utilize the open right-of-way, and not disturb the existing fencing.
- B. In cases where Fence Encroachments are called to be removed in the Plans, they should be removed prior to undertaking any construction activities on site.
- C. Place removed fencing neatly on the adjacent property.

END OF SECTION

ITEM 230

CRUSHED AGGREGATE BASE COURSE

- 230.1 Description. This Item shall govern for a foundation course for a surface course or for other base courses and shall be composed of crushed aggregate materials; and shall be constructed as herein specified in one or more courses in conformity with the typical sections shown on the plans and to the lines and grades as established by the Engineer.
- 230.2 Materials. The materials shall be obtained from approved sources, shall be crushed, and shall consist of durable particles of crushed aggregate, mixed with approved binding material. The crushed material shall have a minimum compressive strength of 45 psi at 0 psi lateral pressure and 175 psi at 15 psi lateral pressure using triaxial testing procedures. The crushed aggregate shall meet the following gradation when tested in accordance with ASTM C136 "Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates."

TABLE 1

RETAINED ON SIEVE CONFORMING TO ASTM E11	% RETAINED, BY WEIGHT
1-3/4 Inch	0
7/8 Inch	10 – 35
3/8 Inch	30 – 50
No. 4	45 – 65
No. 40	70 – 85

The material passing the No. 40 sieve shall meet the following requirements when tested in accordance with ASTM D4318 "Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils."

- A. The liquid limit shall not exceed 35
- B. The plasticity index shall not exceed 10

All material retained on the No. 40 sieve shall have a Los Angeles Abrasion percent of wear not exceeding 40 when tested in accordance with ASTM C131 "Standard Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine."

With prior written permission of the Engineer, additives may be used to meet the above requirements.

230.3 Construction Methods. The subgrade shall be prepared in accordance with the pertinent item for subgrade. Immediately before placing the base material, the subgrade shall be checked as to conformity with the grade and section. Any deviation in excess of 1/2 inch in cross-section and in a length of 16 feet measured longitudinally shall be corrected by loosening, adding or removing material, reshaping and compacting by sprinkling and rolling. Sufficient subgrade shall be prepared in advance to insure satisfactory prosecution of the work.

The material for the first course shall be deposited on the subgrade in a lift not to exceed 6 inches in thickness. Material deposited upon the subgrade shall be spread and shaped the same day unless otherwise directed by the Engineer. The material shall be sprinkled, if directed and shall then be bladed, dragged and shaped to the typical sections as shown on the plans. All areas and most of segregated coarse or fine material shall be corrected or removed and replaced with well graded material as directed by the Engineer. If additional binder is considered desirable or necessary after the material is spread and shaped, it shall be furnished and applied in the amount directed by the Engineer. Such binder material shall be carefully and evenly incorporated with the material in-place by scarifying harrowing, brooming or by other approved methods.

The course shall be sprinkled as required and compacted to the extent necessary to provide not less than 95 percent of modified proctor density (ASTM D1557 "Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³ (2,700 kN-m/m³))") at a moisture content ranging from optimum to 3 percent above optimum. In addition to the requirements specified for density, the full depth of the flexible base shown on the plans shall be compacted to the extent necessary to remain firm and stable under construction equipment. After each section of flexible base is completed, tests as necessary will be made by the Engineer. If the material fails to meet the density requirements, it shall be reworked as necessary to meet these requirements. Throughout this entire operation the shape of the course shall be maintained by blading, and the surface upon completion shall be smooth and in conformity with the typical sections shown on the plans and to the established lines and grades. In that area on which pavement is to be placed, any deviation in excess of 1/4 inch in cross-section and in length of 16 feet measured longitudinally shall be corrected by loosening, adding or removing material as required, reshaping and recompacting by sprinkling and rolling. Should the base course, due to any reason or cause, lose the required stability, density or finish before the surface is

completed, it shall be recompact and refinished at the sole expense of the Contractor.

Construction methods for succeeding courses shall be the same as prescribed for the first course. Prior to placing the surfacing on the completed base, the base shall be dry cured to the extent directed by the Engineer.

- 230.4 Quality Assurance. The Materials Engineer will determine the Moisture-Density Relationship in accordance with ASTM D1557 on material secured from the source of supply, or the Contractor.

The Materials Engineer will determine the in-place density in accordance with ASTM D6938 "Standard Test Methods for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)" or ASTM D1556 "Standard Test Method for Density and Unit Weight of Soil in Place by Sand-Cone Method." The minimum level of testing will consist of at least three tests for each 500 feet per lift per lane of roadway, or 4,000 square feet of completed base.

- 230.5 Acceptance Requirements. The completed base course shall be checked for determining acceptance as provided herein.

Upon completion of compaction operations, the density of the completed course will be determined in accordance with ASTM D6938 or ASTM D1556. A minimum of one density test will be taken per 1,000 linear feet per roadway. The location of the test will be chosen randomly. If any density test is below requirements, two additional tests will be taken within 5 feet of the failing test location and the average of the three tests will be used as the value for the 1,000 foot location.

The density requirements as based on ASTM D1557, will be 95 percent of the maximum density.

If the density test value per 1,000 foot section is below 95 percent, a price adjustment will be supplied as follows:

DENSITY TEST VALUE	% OF CONTRACT UNIT PRICE
95.0 and above	100
93.0 to 94.9	90
90.0 to 92.9	75
Below 90	50 or remove*

* At the option of the Engineer

The completed base course will not vary from plan thickness in excess of the following tolerances. Base course thickness deficiencies in excess of these tolerances shall be corrected, as specified herein, at the Contractor's expense.

UNDERTHICKNESS	OVERTHICKNESS
1 inch	1-1/2 inches

If an individual test exceeds allowable tolerances, two additional tests will be taken within 5 feet of the failing test location and the average of the three tests (rounded off to the nearest 1/4 inch) will be used as the value for that location. Any failing areas will be isolated for purposes of correction. Base course thickness deficiencies in excess of the foregoing tolerances shall be corrected as follows.

If no grade adjustments are permitted, thickness deficiencies shall be corrected by removing and replacing the full depth of base course in deficient areas with one of the following materials:

- A. Item 231 "Cement Stabilized Crushed Aggregate Base Course"
- B. Item 250 "Hot Mix Asphaltic Concrete Base Course (Black Base)"

If grade adjustments are permitted, the Contractor shall have the option of correcting thickness deficiencies by furnishing and placing a supplemental layer of asphaltic concrete conforming to Item 250, for the full width of the base course, in lieu of removing and replacing deficient base course. The thickness of the supplemental layer of asphaltic concrete shall be as follows:

BASE COURSE THICKNESS CORRECTION

UNDERTHICKNESS INCHES	MINIMUM THICKNESS OF SUPPLEMENTAL ASPHALTIC CONCRETE INCHES
1-1/4 to 1-1/2	1
1-3/4 to 2	1-1/2
2-1/4 to 2-1/2	2
Over 2-1/2	Remove and replace

- 230.6 Measurement. Crushed Aggregate Base shall be measured by the square yard of material, furnished and compacted in place and to the thickness specified, or as shown on the plans.
- 230.7 Payment. Payment for Crushed Aggregate Base, complete and in-place, shall be at the contract unit price per square yard of the specified thickness, which unit price shall include all costs of materials furnished, hauled, dumped, spread, shaped and compacted in maximum 6 inch lifts, including water for sprinkling. If necessary, adjustments will be made in the payment for this Item as outlined in Section 230.5 above.

There are line code(s), description(s), and unit(s) for this Item.

NOTE: This Item requires other Standard Specifications

Item 231 "Cement Stabilized Crushed Aggregate Base Course"

Item 250 "Hot Mix Asphaltic Concrete Base Course (Black Base)"

END OF ITEM 230

City of Houston
Standard Construction Specifications for Wastewater Collection Systems,
Water Lines, Storm Drainage, Street Paving, and Traffic 2023

(Incorporated herein by reference for all
purposes as if set out verbatim herein)

**Texas Department of Transportation
Standard Specifications for Construction and
Maintenance of Highways, Streets, and Bridges
September 1, 2024**

(Incorporated herein by reference for all
purposes as if set out verbatim herein)

HARRIS COUNTY

FLOOD CONTROL DISTRICT

**USACE PERMITS
AND
ENVIRONMENTAL
REPORTS**

Authority to Use Grant Funds

**U.S. Department of Housing
and Urban Development**
Office of Community Planning
and Development

To: (name & address of Grant Recipient & name & title of Chief Executive Officer) Jet Hays, Deputy Director for Integration Texas General Land Office, Community Development & Revitalization PO Box 12873 Austin, TX 78711-2973	Copy To: (name & address of SubRecipient) Dr. Tina Petersen Harris County Flood Control District-9900 Northwest Freeway, Houston TX 77092
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We received your Request for Release of Funds and Certification, form HUD-7015.15 on	11/17/2025
Your Request was for HUD/State Identification Number	B-18-DP-48-0002


All objections, if received, have been considered. And the minimum waiting period has transpired.
 You are hereby authorized to use funds provided to you under the above HUD/State Identification Number.
 File this form for proper record keeping, audit, and inspection purposes.

Project Activity: Taylor Gully Channel Conveyance Improvements and Woodridge Stormwater Detention Basinproject

Program Description: The proposed Harris County Flood Control District project includes construction of a stormwater detention basin with a capacity of 392 acre-feet to include backslope drainage swale system, maintenance access ramp, weir, and culverts; channel improvements to include rip rap, channel lining, regrading, storm sewer pipe replacement, maintenance access ramp; culvert and bridge replacement; and associated appurtenances.

CDBG-MIT Funding: \$ 39,493,601.33
 Total Project Cost: \$46,928,344.33

Project Location: SWDB: East of Woodland Hills Drive (30.08142, -95.20597) Montgomery County, Texas and along Taylor Gully ROW (30.07648, -95.18629) Kingwood, Harris County, Texas

Typed Name of Authorizing Officer Laura I. Rivera-Carrion Title of Authorizing Officer Coordinating Officer for ODR - Caribbean Region	Signature of Authorizing Officer <div style="text-align: center;"> LAURA RIVERA-CARRION  </div> X CARRION	Date (mm/dd/yyyy) 12/03/2025
--	--	---------------------------------

Digitally signed by: LAURA RIVERA-CARRION
 DN: CN = LAURA RIVERA-CARRION C = US O = U.S. Government OU = Department of Housing and Urban Development, Office of Administration
 Date: 2025.12.03 14:58:07 -04'00'

No Action Alternative [24 CFR 58.40(e)]:

Under the No Action Alternative, conveyance improvements to Taylor Gully and the increased volume of detained stormwater with the construction of the Woodridge SWDB would not occur. The surrounding area would continue to experience flood hazards and damages, including inundation of 70 structures and 96.4 acres of land during 100-year storm events and 343 structures and 194.3 acres of land during 500-year events. The No Action Alternative was rejected because this Alternative would not address the project’s Purpose and Need to improve the stormwater conveyance in Taylor Gully and would increase the volume of undetained stormwater in the watershed, as identified in the Kingwood Study and Kingwood Plan.

Summary of Findings and Conclusions:

Alternative 6 was selected as the least environmentally damaging practicable alternative (LEDPA) for this project. Alternative 6 was selected due to hydraulic performance, system capacity provided, costs and benefits in relation to the reduction in inundation area, reduction of inundated structures or structures benefited, environmental impacts, and construction feasibility.

No adverse effects to existing environmental conditions are anticipated for any of the impact categories contained in this environmental assessment.

Through adherence to all mitigation measures/conditions and permit requirements, the proposed project is not anticipated to result in significant adverse impacts to the environment and is overall anticipated to result in a beneficial impact to the surrounding environment and community by reducing flood hazards and damages. It was determined that identified recent, current, or reasonably foreseeable projects in the project vicinity would not result in significant adverse effects to the environment.

Mitigation Measures and Conditions [40 CFR 1505.2(c)]

Summarize below all mitigation measures adopted by the Responsible Entity to reduce, avoid, or eliminate adverse environmental impacts and to avoid non-compliance or non-conformance with the above-listed authorities and factors. These measures/conditions must be incorporated into project contracts, development agreements, and other relevant documents. The staff responsible for implementing and monitoring mitigation measures should be clearly identified in the mitigation plan.

Law, Authority, or Factor	Mitigation Measure
General Environmental Grant Conditions	The Flood Control District will acquire required federal, state, and local permits prior to commencement of construction and comply with permit conditions. If the scope of work of a proposed activity changes significantly, the Responsible Entity will be notified by the Flood Control District and resubmitted for reevaluation under NEPA.

<p>Clean Air Act, as amended, particularly section 176(c) & (d); 40 CFR Parts 6, 51, 93</p>	<p>The contractor(s) selected to construct the proposed project will be responsible for controlling fugitive dust beyond the limits of construction. Dust control techniques, such as covering or treating disturbed areas with dust suppression substances, sprinkling, and other dust abatement controls, will be implemented during construction of the proposed project. Construction equipment with EPA-designated Tier 2 and Tier 3 engines will be used during construction. MSAT emissions will be minimized by measures to encourage the use of EPA-required cleaner diesel fuels, limits on idling, increasing use of cleaner-burning diesel engines, and other emission-limitation techniques, as appropriate.</p>
<p>National Historic Preservation Act of 1966, particularly Sections 106 and 100, (36 CFR 800)</p>	<p>If cultural materials are uncovered during construction activities, work will cease in the immediate area, and the Flood Control District will coordinate with the THC's Archeology Division to determine further actions. If historic properties are identified or unanticipated effects on historic properties are found, work would cease in the immediate area, and the Flood Control District will coordinate with the THC's History Programs Division to determine appropriate further actions to protect historic properties.</p>
<p>Noise Control Act of 1972, as amended by the Quiet Communities Act of 1978; 24 CFR Part 51, Subpart B</p>	<p>Construction will comply with all applicable local noise ordinances.</p> <p>All equipment will have the manufacturer's recommended noise abatement control measures, such as mufflers, engine enclosures, and engine vibration isolators, intact and operational; construction equipment will be inspected periodically to ensure proper maintenance and presence of noise control devices; idling equipment will be prohibited; and construction will occur during daylight hours (7:00AM-7:00PM), when practicable.</p>
<p>Wildlife Protection</p>	<p>Suitable habitat for the federally-proposed as endangered tricolored bat is present within the Project Area. Although this species does not currently receive statutory protection under the ESA, the Flood Control District commits to enacting the voluntary conservation measures developed in coordination with USFWS that are in Attachment P.</p>
<p>Migratory Bird Treaty Act (16 U.S.C. 703-712 & 50 CFR 10.13) and Bald & Golden Eagle Protection Act (16 U.S.C. 668-668d)</p>	<p>A migratory bird nest survey will be conducted 5 days prior to any activity that disturbs vegetation, regardless of time of year, to avoid impacts to migratory birds, bald and golden eagles, and their nests, as per HCFCD Guidelines. Additionally, if any active nests are identified, a species-specific buffer will be installed and monitored until avian activity subsides. Nests will not be disturbed until deemed inactive.</p>

The Harris County Flood Control District commits to implementing voluntary species-specific conservation measures referred to as Environmental Mitigation Measures (EMM) in Attachment P. These

EMMs will be implemented throughout the project to further the conservation of wildlife, migratory birds and bald and golden eagles, and species of federal concern. The EMM includes steps to be followed to comply with the ESA upon listing of federal species.

Determination:

Finding of No Significant Impact [24 CFR 58.40(g)(1); 40 CFR 1508.27]
The project will not result in a significant impact on the quality of the human environment.

Finding of Significant Impact [24 CFR 58.40(g)(2); 40 CFR 1508.27]
The project may significantly affect the quality of the human environment.

Preparer Signature: Rebecca Mehok Date: 10/22/2025

Name/Title/Organization: Rebecca Mehok, Environmental Planner, Harris County Flood Control District

Certifying Officer Signature: Jet Hays Date: 22 oct 2025

Name/Title: Jet Hays, Deputy Director for Integration, Texas General Land Office

This original, signed document and related supporting material must be retained on file by the Responsible Entity in an Environmental Review Record (ERR) for the activity/project (ref: 24 CFR Part 58.38) and in accordance with recordkeeping requirements for the HUD program(s).

MEMORANDUM



9900 Northwest Freeway
Houston, Texas 77092
346-286-4000
www.hcfdc.org

DATE: September 12, 2025

TO: Suresh Gudavalli
Project Management Dept.

FROM: Ryan Robol
Regulatory Compliance Section (RCS)

RE: Environmental Services Project Status
Nationwide Permit # 13 - SWG-2022-00179
Taylor Gully Improvements and Stormwater Basin

Project ID: G103-80-03.1-E002 ESD Task Request #: 24-347

Status:

<input checked="" type="checkbox"/> Status Update	Task Manager: Ryan Robol
<input type="checkbox"/> Recommendation	Date: 9/12/25
<input type="checkbox"/> Release for Acquisition	<i>Denise Wade 9/12/25</i>
<input type="checkbox"/> Release for Final Design	Dept. Manager: Denise Wade
<input type="checkbox"/> Release for Construction	Date: 9/12/25

Expirations:

<input checked="" type="checkbox"/> USACE Permit	Exp: March 15, 2026
<input type="checkbox"/> Delineation/Verification	Exp:
<input type="checkbox"/> ESA	Exp:
<input type="checkbox"/> EAEIS	Exp:

Details:

Taylor Gully, downstream of the drop structure, is considered a jurisdictional Water of the U.S. (WOTUS) under the most recent USACE regulations and guidance. The project will reconstruct the drop structure within the jurisdictional portion of Taylor Gully under USACE issued Nationwide Permit (NWP) 13 (Bank Stabilization) dated September 11, 2025. The activity is authorized to discharge 119.3 cubic yards of rip-rap along 46 linear feet (0.03 acres) into the jurisdictional WOTUS (2.59 CY/LF). No other impacts to jurisdictional WOTUS were necessary for this project.

Special Conditions:

The NWP verification is valid until the NWP is modified, reissued, or revoked. The subject NWPs authorized in 2021 are scheduled to be modified, reissued, or revoked prior to March 15, 2026. If the project is started or is under contract to commence before the date that the relevant NWP is modified or revoked, you will have 12 months from the date of the modification or revocation of the NWP to complete the permitted activity under the present terms and conditions of this NWP.

The USACE determined the proposed activity would comply with all the terms and conditions of NWP 13 and that the adverse environmental effects of the proposed project would be minimal both individually and cumulatively.

Therefore, in this case, they are waiving the restriction that fill shall not exceed more than 1 cubic yard per running foot.

A request must be resubmitted to RCS if the project scope changes or if permit expires before work is commenced. Activities that disturb bird habitat, including but not limited to clearing, grubbing, and impacts to structures where migratory birds and bald eagles might nest, require a nest habitat survey. Do not proceed until the Regulatory Compliance Section has conducted a nest habitat survey to verify active migratory bird nests and bald eagle nests are not present. The Regulatory Compliance Section must provide written authorization to proceed.



DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, GALVESTON DISTRICT
2000 FORT POINT RD
GALVESTON, TEXAS 77550

September 11, 2025

Evaluation Branch

SUBJECT: Permit No. SWG-2022-00179; Nationwide Permit Verification, HCFCD
Project ID G103-80-03.1-E002

Mr. Jonathan Holley
Harris County Flood Control District
9900 Northwest Freeway
Houston, Texas 77092

Dear Mr. Holley:

This is in reference to your request, dated July 1, 2025, to discharge 119.3 cubic yards of fill into a 0.03-acre area below the ordinary high-water mark (OHWM) of Taylor Gully. The area of authorized discharge extends from the existing drop structure downstream approximately 46 linear feet. The project site is located in Taylor Gully, specifically, in HCFCD channel G103-80-03.1, east of the existing drop structure at STA. 26+46.00, approximately 0.28 miles northeast of the intersection of Mills Branch Drive and Taylor Gully, in Houston, Harris County, Texas.

This request is verified by Nationwide Permit (NWP) 13 pursuant to Section 404 of the Clean Water Act. This NWP verification is valid provided the activity is compliant with the enclosed plans, in 4 sheets. In addition, the activity must be in compliance with the NWP General/Regional Conditions, Section 401 Water Quality Certification, and the Coastal Management Program, which can be found at: <https://www.swg.usace.army.mil/Missions/Regulatory/Permits/Nationwide-General-Permits/>, a hard copy can be provided to you upon request.

NWP 13. Bank Stabilization: Authorizes activities necessary for erosion control or prevention, such as vegetative stabilization, bioengineering, sills, rip rap, revetment, gabion baskets, stream barbs, and bulkheads, or combinations of other methods.

We have determined the proposed activity would comply with all the terms and conditions of NWP 13 and that the adverse environmental effects of the proposed project would be minimal both individually and cumulatively. Therefore, in this case, we are waiving the restriction that fill shall not exceed more than 1 cubic yard per running foot.

The NWP verification is valid until the NWP is modified, reissued, or revoked. The subject NWPs authorized in 2021 are scheduled to be modified, reissued, or revoked prior to March 15, 2026. It is incumbent upon you to remain informed of changes to the

NWPs. We will issue a public notice when the NWPs are reissued. Furthermore, if you commence or are under contract to commence this activity before the date that the relevant NWP is modified or revoked, you will have 12 months from the date of the modification or revocation of the NWP to complete the activity under the present terms and conditions of this NWP.

The impacts to waters of the United States (U.S.) associated with this NWP verification are based upon an Approved Jurisdictional Determination (AJD) for your subject site issued on February 1, 2023. If you have any questions, please contact Nicole Patterson by telephone at 409-766-6355 or by electronic mail (email) Nicole.E.Patterson@USACE.Army.Mil. Please notify the Galveston District Regulatory Division in writing by email at CESWGRegulatoryInbox@USACE.Army.Mil, upon completion of the authorized project.

FOR THE DISTRICT COMMANDER:



Kristi N. McMillan
Chief, Evaluation Branch
Regulatory Division, Galveston District

cc w/Encl.
HCFCD, Ryan Robol

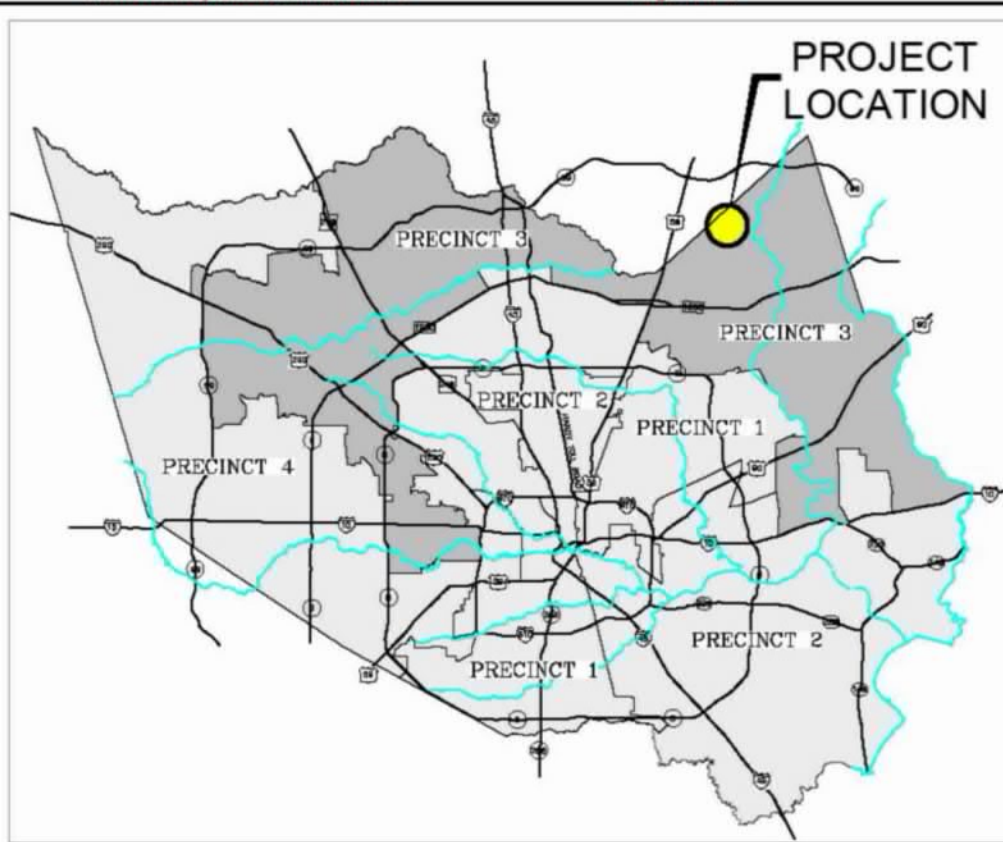
Eighth Coast Guard District, New Orleans, LA

National Oceanic and Atmospheric Administration (NOAA), National Ocean Service (NOS), Coast & Geodetic Survey, Silver Spring, MD

Texas Commission on Environmental Quality

Texas General Land Office

A:\104000054\4800\IP\W\ACDD\9\BETS\TAYLOR GULLY G-103-80-03.1\BDS\BETS\ENVIRONMENTAL EXHIBIT\BDS\TAYLOR GULLY G-103-80-03.1\MAP-54458.001.DWG | SAVED: Tuesday, July 29, 2025 9:50:30 AM | PLOTTED: Thursday, July 31, 2025 9:30:26 AM



KEY MAP No. 296M, 296R, 297J, 297N,
 297P, 297Q & 297T



LOCATION MAP
 (NTS)



HCFCD CHANNEL IMPROVEMENTS PROJECT
HCFCD PROJECT ID# G103-80-03.1-E002
TAYLOR GULLY FROM UPSTREAM END OF COUNTY
BORDER TO 475 FEET WEST OF MAPLE BEND DR.

DATE: 7/31/2025

G-103-80-03.1-E002

SHEET NUMBER

01 OF 29



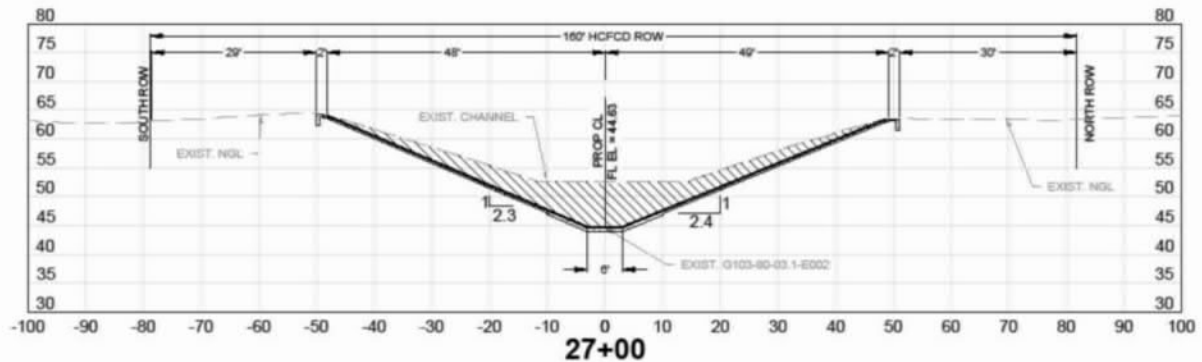
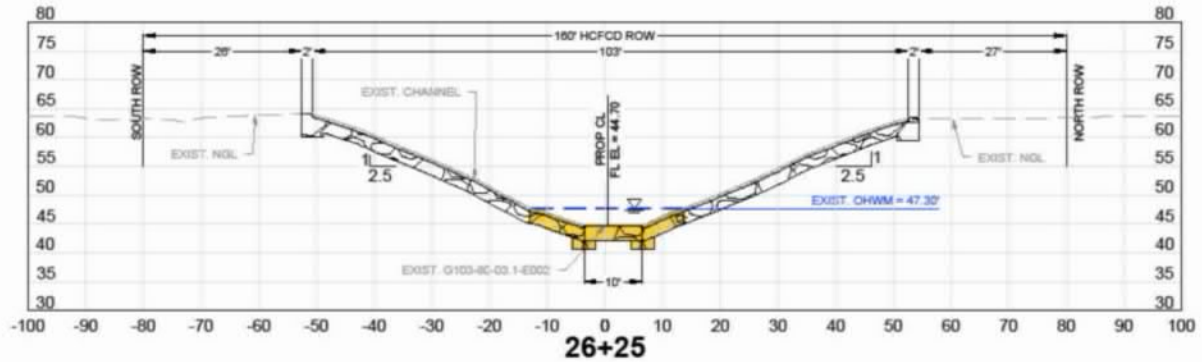
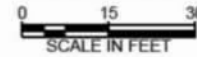
VICINITY AND LOCATION MAP

A:\040005\4458\00\IP\W\CAD\9\9\9\TAYLOR GULLY G-103-80-03.1\06\DWG\ENVIRONMENTAL EXHIBIT\BIDDIT-2.01_TYP_P&E-54468.001.DWG | AUC030 | SAVED: Monday, July 28, 2025 1:08:20 PM | HCFCD_EXHIBIT_COLOR.CTB | PLOTTED: Thursday, July 31, 2025 9:34:30 AM

LEGEND

- FILL BELOW OHWM
- GRADE #1 RIPRAP
- GRADE #2 RIPRAP
- CUT
- IMPORT FILL
- CONCRETE
- PROPOSED CHANNEL GRADE
- OHWM

ALL CROSS SECTIONS ARE
 TAKEN LOOKING UPSTREAM



HCFCD CHANNEL IMPROVEMENTS PROJECT
HCFCD PROJECT ID# G103-80-03.1-E002
TAYLOR GULLY FROM UPSTREAM END OF COUNTY
BORDER TO 475 FEET WEST OF MAPLE BEND DR.

CROSS SECTIONS SHEET 1 OF 3

DATE: 7/31/2025

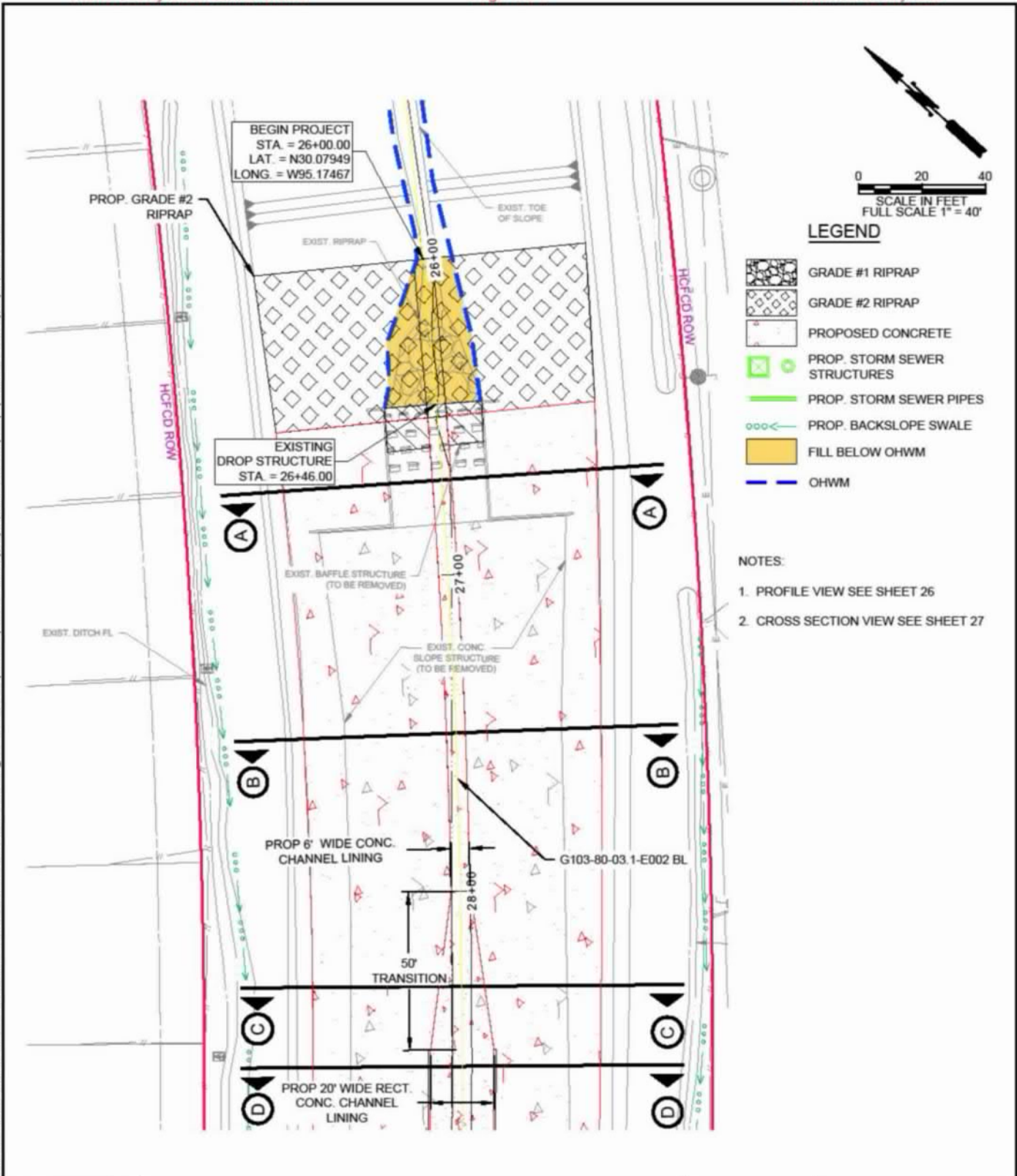
G-103-80-03.1-E002

SHEET NUMBER

22 OF 29



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LEGEND

- GRADE #1 RIPRAP
- GRADE #2 RIPRAP
- PROPOSED CONCRETE
- PROP. STORM SEWER STRUCTURES
- PROP. STORM SEWER PIPES
- PROP. BACKSLOPE SWALE
- FILL BELOW OHWM
- OHWM

NOTES:

1. PROFILE VIEW SEE SHEET 26
2. CROSS SECTION VIEW SEE SHEET 27

**HARRIS COUNTY
 FLOOD
 CONTROL
 DISTRICT**
 9900 Northwest Freeway
 Houston, Texas 77092

HCFCD CHANNEL IMPROVEMENTS PROJECT
HCFCD PROJECT ID# G103-80-03.1-E002
TAYLOR GULLY FROM UPSTREAM END OF COUNTY
BORDER TO 475 FEET WEST OF MAPLE BEND DR.

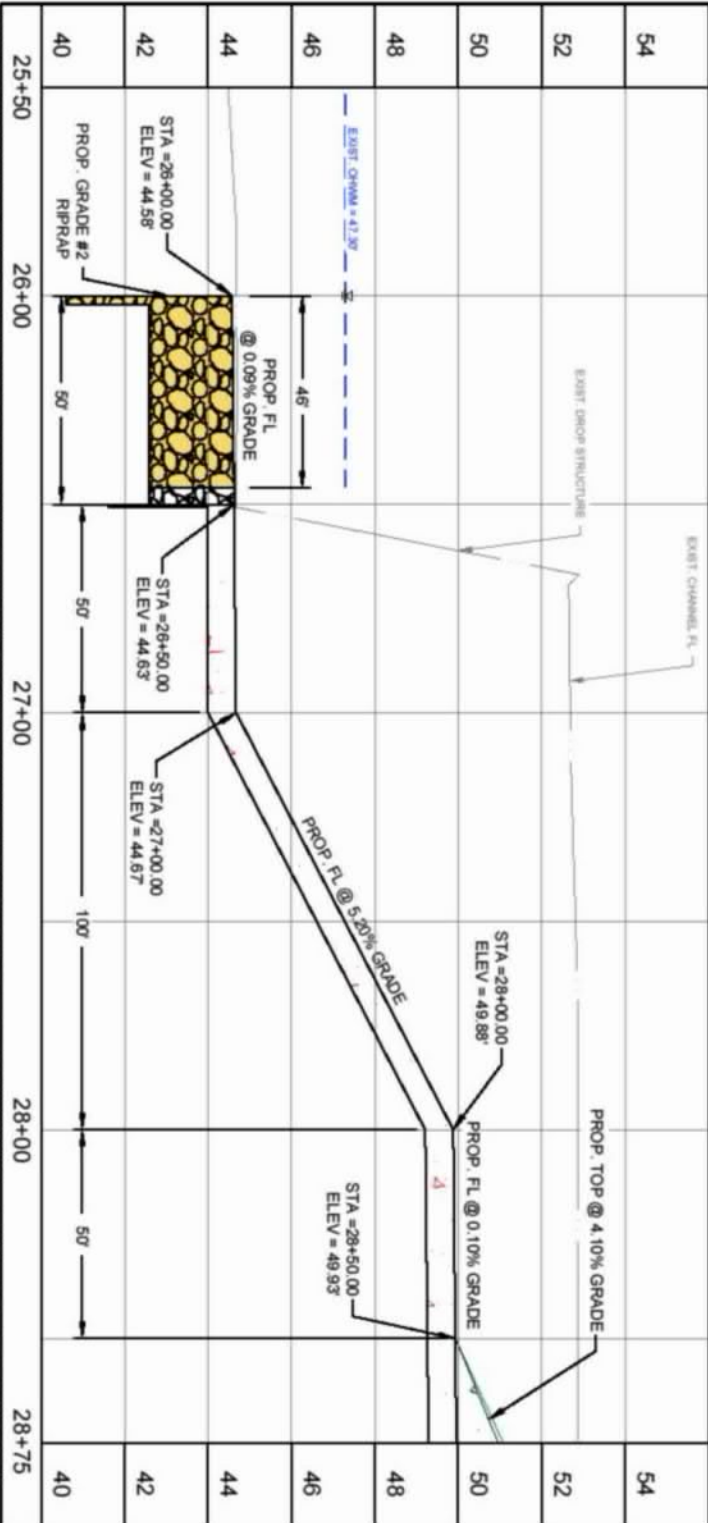
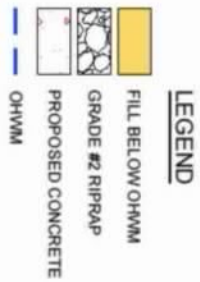
PLAN VIEW SLOPE DROP DETAIL

DATE: 7/31/2025

G-103-80-03.1-E002

SHEET NUMBER
 25 OF 29

halff
 TSP/LS ENGINEERING FIRM #012
 6303 NEW TRAILS DRIVE, SUITE 400
 THE WOODLANDS, TEXAS 77381
 TEL: (936) 777-6400
 FAX: (936) 756-6833
 AVO: 54408.001



A:\680054485\07\HW\CADD\SET\TAYLOR GULLY G-103-80-03.1\25\HBT\ENVIRONMENTAL\EXPORT\505-PLAN-CRCP_SLOPE.DWG | 4/6/2025 | 9:44:54 AM | PLOTTED: Thursday, July 31, 2025 9:47:28 AM



HCFC CHANNEL IMPROVEMENTS PROJECT
HCFC PROJECT ID# G103-80-03.1-E002
TAYLOR GULLY FROM UPSTREAM END OF COUNTY
BORDER TO 475 FEET WEST OF MAPLE BEND DR.

PROFILE VIEW SLOPE DROP DETAIL

DATE: 7/31/2025

G-103-80-03.1-E002

SHEET NUMBER

26 OF 29



MEMORANDUM



DATE: March 7, 2022

TO: Andrew Issazadeh
Project Management

FROM: Ryan Robol
Regulatory Compliance Section (RCS)

RE: Environmental Services Project Status
Hazardous Materials Initial Site Assessment

9900 Northwest Freeway
Houston, Texas 77092
346-286-4000
www.hcfcfd.org

Project ID: G103-80-03.1-E001

ESD Task Request #: 21-678C

Status:

<input checked="" type="checkbox"/> Status Update	Task Manager: Ryan Robol
<input type="checkbox"/> Recommendation	Date: 3/7/22 Denise Wade
<input type="checkbox"/> Release for Acquisition	
<input type="checkbox"/> Release for Final Design	Dept. Manager: Denise Wade
<input type="checkbox"/> Release for Construction	Date: 3/7/22

Digitally signed by Denise Wade
DN: cn=Denise Wade, o=Harris
County Flood Control District, ou,
email=denise.wade@hcfcfd.net,
c=US
Date: 2022.03.07 11:12:12 -0600

Expirations:

<input type="checkbox"/> USACE Permit	Exp:
<input type="checkbox"/> Delineation/Verification	Exp:
<input type="checkbox"/> ESA	Exp:
<input type="checkbox"/> EA/EIS	Exp:

Details:

IDCUS completed a hazardous materials initial site assessment for the above referenced project. One report, dated November 2021, was completed for the detention basin (G503-06-00) and a second report, dated January 2022, was completed for the channel improvements to G103-80-03.1. The report for the detention basin indicated that there are no hazardous materials sites that are likely to impact the proposed project. The report for the channel improvements indicated that there are no Recognized Environmental Conditions associated with the proposed project. No additional hazardous materials tasks (i.e., Phase II Environmental Site Assessments, soils testing, groundwater testing) are recommended by Regulatory Compliance Section (RCS) prior to site development activities.

Special Conditions:

All construction contractors should be instructed to immediately stop all subsurface activities in the event that potentially hazardous materials are encountered, an odor is identified, or significantly stained soil is visible.

Contractors and maintenance personnel should be instructed to follow all applicable regulations regarding discovery and response for hazardous materials encountered during the construction process.

Activities that disturb bird habitat, including but not limited to clearing, grubbing, and impacts to structures where migratory birds and bald eagles might nest, require a nest habitat survey. Do not proceed until the Regulatory Compliance Section has conducted a nest habitat survey to verify active migratory bird nests and bald eagle nests are not present. The Regulatory Compliance Section must provide written authorization to proceed.

MEMORANDUM



DATE: November 10, 2021

TO: Jonathan Holley
Environmental Services

FROM: Ryan Robol
Regulatory Compliance Section (RCS)

RE: Environmental Services Project Status
Texas Historical Commission Concurrence
No Additional Studies Recommended

9900 Northwest Freeway
Houston, Texas 77092
346-286-4000
www.hcfcfd.org

Project ID: G503-06-00-E001

ESD Task Request #: 21-365

Status:

<input type="checkbox"/> Status Update	Task Manager: Ryan Robol
<input checked="" type="checkbox"/> Recommendation	Date: 11/10/21
<input type="checkbox"/> Release for Acquisition	Denise Wade
<input type="checkbox"/> Release for Final Design	Dept. Manager: Denise Wade
<input type="checkbox"/> Release for Construction	Date: 11/10/21

Digitally signed by Denise Wade
DN: cn=Denise Wade, o=Harris County Flood Control District, ou,
email=denise.wade@hcfcfd.hctx.net, c=US
Date: 2021.11.10 17:31:38 -0600

Expirations:

<input type="checkbox"/> USACE Permit	Exp:
<input type="checkbox"/> Delineation/Verification	Exp:
<input type="checkbox"/> ESA	Exp:
<input type="checkbox"/> EA/EIS	Exp:

Details:

A Cultural Resources Desktop Assessment, prepared by JMT and dated July 9, 2021, was submitted to the Texas Historical Commission (THC) for concurrence. The report recommended that the project area should not be subject to additional archeological or cultural resources investigations and that the project could proceed as designed. THC responded in an email dated August 3, 2021 and concurred with the consultant's recommendation. No additional cultural resources studies are required.

Special Conditions:

If cultural materials are encountered during project activities, work should cease in the immediate area; work can continue where no cultural materials are present. Please contact the Regulatory Compliance Section to consult on further actions that may be necessary to protect the cultural remains. Activities that disturb bird habitat, including but not limited to clearing, grubbing, and impacts to structures where migratory birds and bald eagles might nest, require a nest habitat survey. Do not proceed until the Regulatory Compliance Section has conducted a nest habitat survey to verify active migratory bird nests and bald eagle nests are not present. The Regulatory Compliance Section must provide written authorization to proceed.

MEMORANDUM



DATE: February 13, 2023
TO: Andrew Issazadeh
Project Management
FROM: Ryan Robol
Regulatory Compliance Section (RCS)
RE: Environmental Services Project Status
Texas Historical Commission Concurrence
No Additional Studies Recommended

9900 Northwest Freeway
Houston, Texas 77092
346-286-4000
www.hcfcfd.org

Project ID: G103-80-03.1-E001

ESD Task Request #: 21-678A

Status:

<input checked="" type="checkbox"/> Status Update	Task Manager: Ryan Robol
<input type="checkbox"/> Recommendation	Date: 2/13/23
<input type="checkbox"/> Release for Acquisition	Denise Wade
<input type="checkbox"/> Release for Final Design	Dept. Manager: Denise Wade
<input type="checkbox"/> Release for Construction	Date: 2/13/23

Digitally signed by Denise Wade
DN: cn=Denise Wade, ou=Harris County Flood Control District, ou=email=denise.wade@hcfcfd.hctx.net, c=US
Date: 2023.02.13 13:13:31 -0600

Expirations:

<input type="checkbox"/> USACE Permit	Exp:
<input type="checkbox"/> Delineation/Verification	Exp:
<input type="checkbox"/> ESA	Exp:
<input type="checkbox"/> EA/EIS	Exp:

Details:

A Cultural Resources Desktop Assessment, prepared by SWCA and dated December 2021, was submitted to the Texas Historical Commission (THC) for concurrence. The report recommended that the project area should not be subject to additional archeological or cultural resources investigations and that the project could proceed as designed. THC responded in an email dated April 4, 2022 and concurred with the consultant's recommendation. No additional cultural resources studies are required.

Special Conditions:

If cultural materials are encountered during project activities, work should cease in the immediate area; work can continue where no cultural materials are present. Please contact the Regulatory Compliance Section to consult on further actions that may be necessary to protect the cultural remains. Activities that disturb bird habitat, including but not limited to clearing, grubbing, and impacts to structures where migratory birds and bald eagles might nest, require a nest habitat survey. Do not proceed until the Regulatory Compliance Section has conducted a nest habitat survey to verify active migratory bird nests and bald eagle nests are not present. The Regulatory Compliance Section must provide written authorization to proceed.

MEMORANDUM



DATE: January 14, 2025

TO: Stephanie Zertuche
Project Management

FROM: Ryan Robol
Regulatory Compliance Section (RCS)

RE: Environmental Services Project Status
Threatened and Endangered Species Review
Taylor Gully Channel Conveyance Improvements and Woodridge Basin

9900 Northwest Freeway
Houston, Texas 77092
346-286-4000
www.hcfcfd.org

Project ID: G103-80-03.1-E002 ESD Task Request #: 24-347B

Status:

<input checked="" type="checkbox"/> Status Update	Task Manager: Ryan Robol
<input checked="" type="checkbox"/> Recommendation	Date: 1/14/25
<input type="checkbox"/> Release for Acquisition	<i>Denise Wade 1/14/25</i>
<input type="checkbox"/> Release for Final Design	Dept. Manager: Denise Wade
<input type="checkbox"/> Release for Construction	Date: 1/14/25

Expirations:

<input type="checkbox"/> USACE Permit	Exp:
<input type="checkbox"/> Delineation/Verification	Exp:
<input type="checkbox"/> ESA	Exp:
<input type="checkbox"/> EA/EIS	Exp:

Details:

Holloway Environmental (HE) completed a threatened and endangered species assessment on the above referenced project, which consists of 225.7 acres. The report, dated December 12, 2024, evaluated protected species impacts to two project phases: Phase I (Taylor Gully channel improvements and a southern stormwater detention basin) and Phase II (a northern stormwater detention basin). Because funding for Phase I is currently anticipated, this memo provides a summary of results and recommendations for Phase I of this project only. Phase II of the project is not currently funded.

For Phase I, the HE report indicated that four federally listed species may be impacted by the proposed project (alligator snapping turtle [proposed threatened], tricolored bat [proposed endangered], Louisiana pigtoe [proposed threatened], and monarch butterfly [candidate]). **Regulatory Compliance Section (RCS) recommends that a Biological Assessment (BA) be prepared** to document federal-listed/proposed species effects and associated mitigation measures to support future permitting efforts. The BA will need to be coordinated with the United States Fish and Wildlife Service (USFWS). The coordination with USFWS will need to be led by a federal agency, which RCS assumes would be the Texas General Land Office on behalf of the U.S. Department of Housing and Urban Development (HUD) since this is a HUD-funded project. **RCS also**

recommends that this project be coordinated with Texas Parks and Wildlife Department through their Wildlife Habitat Assessment (WHAB) Program due to anticipated effects to five state listed species (swallow-tailed kite, Rafinesque's big-eared bat, Louisiana pigtoe, sandbank pocketbook, and alligator snapping turtle).

**Special
Conditions:**

Activities that disturb bird habitat, including but not limited to clearing, grubbing, and impacts to structures where migratory birds and bald eagles might nest, require a nest habitat survey. Do not proceed until the Regulatory Compliance Section has conducted a nest habitat survey to verify active migratory bird nests and bald eagle nests are not present. The Regulatory Compliance Section must provide written authorization to proceed.

[EXTERNAL] Taylor Gully Channel Improvements and Woodridge Stormwater Detention Basin

From noreply@thc.state.tx.us <noreply@thc.state.tx.us>

Date Mon 5/12/2025 2:59 PM

To Justin Thornton <Justin.Thornton.GLO@recovery.texas.gov>; reviews@thc.state.tx.us <reviews@thc.state.tx.us>



TEXAS HISTORICAL COMMISSION
real places telling real stories

Re: Project Review under Section 106 of the National Historic Preservation Act and/or the Antiquities Code of Texas

THC Tracking #202510093

Date: 05/12/2025

Taylor Gully Channel Improvements and Woodridge Stormwater Detention Basin

Harris and Montgomery Counties

Houston, TX 77345

Description: A flood reduction and drainage project to be funded by the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant – Mitigation (CDBG-MIT) program.

Dear Justin Thornton:

Thank you for your submittal regarding the above-referenced project. This response represents the comments of the State Historic Preservation Officer, the Executive Director of the Texas Historical Commission (THC), pursuant to review under Section 106 of the National Historic Preservation Act and the Antiquities Code of Texas.

The review staff, led by Justin Kockritz and Emily Dylla, has completed its review and has made the following determinations based on the information submitted for review:

Above-Ground Resources

- THC/SHPO concurs with information provided.
- No historic properties are present or affected by the project as proposed. However, if historic properties are discovered or unanticipated effects on historic properties are found, work should cease in the immediate area; work can continue where no historic properties are present. Please contact the THC's History Programs Division at 512-463-5853 to consult on further actions that may be necessary to protect historic properties.

Archeology Comments

- No historic properties affected. However, if cultural materials are encountered during construction or disturbance activities, work should cease in the immediate area; work can continue where no cultural materials are present. Please contact the THC's Archeology Division at 512-463-6096 to consult on further actions that may be necessary to protect the cultural remains.
- THC/SHPO concurs with information provided.

We look forward to further consultation with your office and hope to maintain a partnership that will foster effective historic preservation. Thank you for your cooperation in this review process, and for your efforts to preserve the irreplaceable heritage of Texas. If the project changes, or if new historic properties are found, please contact the review staff. If you have any questions concerning our review or if we can be of further assistance, please email the following reviewers: justin.kockritz@thc.texas.gov, emily.dylla@thc.texas.gov.

This response has been sent through the electronic THC review and compliance system (eTRAC). Submitting your project via eTRAC eliminates mailing delays and allows you to check the status of the review, receive an electronic response, and generate reports on your submissions. For more information, visit <http://thc.texas.gov/etrac-system>.

Sincerely,



for Joseph Bell, State Historic Preservation Officer
Executive Director, Texas Historical Commission

Please do not respond to this email.



HARRIS COUNTY FLOOD CONTROL DISTRICT

CONSTRUCTION PHASE

**STORMWATER POLLUTION
PREVENTION PLAN**

Taylor Gully

PROJECT IDENTIFICATION # G103-80-03.1-E002/G503-06-00-E003

JOB NO.

**PLAN DISTRIBUTION LIST
CONSTRUCTION PHASE**

**STORMWATER POLLUTION
PREVENTION PLAN**

Taylor Gully

PROJECT IDENTIFICATION # G103-80-03.1-E002/G503-06-00-E003

JOB NO.

ORIGINAL: Harris County Flood Control District
Director, Construction Division

COPY: **Electronic- To Distribution List**

HARRIS COUNTY FLOOD CONTROL DISTRICT

CONSTRUCTION PHASE

**STORMWATER POLLUTION
PREVENTION PLAN**

PROJECT INFORMATION SHEET

Taylor Gully

PROJECT IDENTIFICATION # **G103-80-03.1-E002/G503-06-00-E003**

JOB NO.

OWNER:

NAME: Harris County Flood Control District
ADDRESS: 9900 Northwest Freeway
CITY, STATE, ZIP: Houston, Texas 77092
TELEPHONE: (713) 684-4000

PERSON WHO PREPARED STORMWATER POLLUTION PREVENTION PLAN:

NAME: Danielle N. Woods
TITLE: EQS Project Manager
COMPANY: Harris County Flood Control District
ADDRESS: 9900 Northwest Freeway
CITY, STATE, ZIP: Houston, Texas 77092
TELEPHONE:

***PERSON WHO WILL CONSTRUCT PROPOSED WORK
(GENERAL CONTRACTOR):***

COMPANY:
ADDRESS:
CITY, STATE, ZIP:
CONTACT:
TELEPHONE:

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DEFINITIONS OF TERMS

Best Management Practices (BMPs) - Schedules of activities, prohibitions of practices, maintenance procedures, structural controls, local ordinances, and other management practices to prevent or reduce the discharge of pollutants. BMPs also include treatment requirements, operating procedures, and practices to control construction site runoff, spills or leaks, waste disposal, or drainage from raw material storage areas.

Commencement of Construction - The initial disturbance of soils associated with clearing, grading, or excavation activities, as well as other construction-related activities (e.g., stockpiling of fill material, demolition)

Construction Activity - Includes soil disturbance activities, including clearing, grading, and excavating; and does not include routine maintenance that is performed to maintain the original line and grade, hydraulic capacity, or original purpose of the site (e.g., the routine grading of existing dirt roads, asphalt overlays of existing roads, the routine clearing of existing right-of-ways, and similar maintenance activities). Regulated construction activity is defined in terms of small and large construction activity.

Dewatering - The act of draining accumulated stormwater or groundwater from building foundations, vaults, trenches, and other similar points of accumulation.

Discharge – For the purposes of the TPDES general permit TXR150000, effective March 5, 2023 and this Stormwater Pollution Prevention Plan, (SWPPP), the drainage, release, or disposal of pollutants in Stormwater and certain non-Stormwater from areas where soil disturbing activities (e.g., clearing, grading, excavation, stockpiling of fill material, and demolition), construction materials or equipment storage or maintenance (e.g., fill piles, borrow area, concrete truck washout, fueling), or other industrial Stormwater directly related to the construction process (e.g., concrete or asphalt batch plants) are located.

Final Stabilization - All soil disturbing activities at the site have been completed and a uniform (i.e., evenly distributed, without large bare areas) perennial vegetative cover with a density of at least 70% of the native background vegetative cover for the area has been established on all unpaved areas and areas not covered by permanent structures, or equivalent permanent stabilization measures (such as the use of riprap, gabions, or geotextiles) have been employed.

Impaired Water - A surface water body that is identified on the latest approved Clean Water Act (CWA) §303(d) List as not meeting applicable state water quality standards. Impaired waters include waters with approved or established total maximum daily loads (TMDLs), and those where a TMDL has been proposed by TCEQ but has not yet been approved or established.

Large Construction Activity - Construction activities including clearing, grading, and excavating that result in land disturbance of equal to or greater than five (5) acres of land. Large construction activity also includes the disturbance of less than five (5) acres of total land area that is part of a larger common plan of development or sale if the larger common plan will ultimately disturb equal to or greater than five (5) acres of land. Large construction activity does not include routine maintenance that is performed to maintain the original line and grade, hydraulic capacity, or original purpose of the site (e.g., the routine grading of existing dirt roads, asphalt overlays of existing roads, the routine

clearing of existing right-of-ways, and similar maintenance activities.)

Municipal Separate Storm Sewer System (MS4) - A separate storm sewer system owned or operated by the United States, a state, city, town, county, district, association, or other public body (created by or pursuant to state law) having jurisdiction over the disposal of sewage, industrial wastes, Stormwater, or other wastes, including special districts under state law such as a sewer district, flood control or drainage district, or similar entity, or an Indian tribe or an authorized Indian tribal organization, that discharges to surface water in the state.

Notice of Change (NOC) – Written notification to the executive director from a discharger authorized under the TPDES general permit TXR150000, providing changes to information that was previously provided to the agency in a notice of intent form.

Notice of Intent (NOI) – An electronic or written submission to the executive director from an applicant requesting coverage under the TPDES general permit TXR150000.

Notice of Termination (NOT) – An electronic or written submission to the executive director from a discharger authorized under the TPDES general permit TXR150000 requesting termination of coverage.

Operator; Primary – the person or persons associated with a large or small construction activity that meets either of the following two criteria:

- the person or persons have on-site operational control over construction plans and specifications, including the ability to make modifications to those plans and specifications; or
- (b) the person or persons have day-to-day operational control of those activities at a construction site that are necessary to ensure compliance with a SWPPP for the site or other permit conditions (e.g., they are authorized to direct workers at a site to carry out activities required by the SWP3 or comply with other permit conditions).

Outfall - For the purpose of the TPDES general permit TXR150000 and this SWPPP, a point source at the point where Stormwater runoff associated with construction activity discharges to surface water in the state. It does not include open conveyances connecting two municipal separate storm sewers, or pipes, tunnels, or other conveyances that connect segments of the same stream or other water of the U.S. and are used to convey waters of the U.S.

Permittee - An operator authorized under the TPDES general permit TXR150000. The authorization may be gained through submission of a notice of intent, by waiver, or by meeting the requirements for automatic coverage to discharge Stormwater runoff and certain non-Stormwater discharges.

Pollutant - Dredged spoil, solid waste, incinerator residue, sewage, garbage, sewage sludge, filter backwash, munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, and industrial, municipal, and agricultural waste discharged into any surface water in the state. The term "pollutant" does not include tail water or runoff water from irrigation or rainwater runoff from cultivated or uncultivated rangeland, pastureland, and farmland. For the purpose of the TPDES permit TXR150000, the term "pollutant" includes sediment.

Small Construction Activity - Construction activities including clearing, grading, and excavating that result in land disturbance of equal to or greater than one (1) acre and

less than five (5) acres of land. Small construction activity also includes the disturbance of less than one (1) acre of total land area that is part of a larger common plan of development or sale if the larger common plan will ultimately disturb equal to or greater than one (1) and less than five (5) acres of land.

Stormwater Associated with Construction Activity - Stormwater runoff from a construction activity where soil disturbing activities (including clearing, grading, excavating) result in the disturbance of one (1) or more acres of total land area, or are part of a larger common plan of development or sale that will result in disturbance of one (1) or more acres of total land area.

Structural Control (or Practice) - A pollution prevention practice that requires the construction of a device, or the use of a device, to capture or prevent pollution in Stormwater runoff. Structural controls and practices may include but are not limited to: silt fences, earthen dikes, drainage swales, sediment traps, check dams, subsurface drains, storm drain inlet protection, rock outlet protection, reinforced soil retaining systems, gabions, and temporary or permanent sediment basins.

Temporary Stabilization - A condition where exposed soils or disturbed areas are provided a protective cover or other structural control to prevent the migration of pollutants. Temporary stabilization may include temporary seeding, geotextiles, mulches, and other techniques to reduce or eliminate erosion until either permanent stabilization can be achieved or until further construction activities take place.

1.0 SITE DESCRIPTION

A. Project Description

1. HCFCD Project ID G103-80-03.1-E002/G503-06-00-E003, Taylor Gully HCFCD Unit No. G103-80-03.1. at Compartment 1 Overflow Weir to 515 feet west of Maple Bend Drive. A map of the site location can be found in project plans.
2. The purpose of this Project is to conduct channel modifications and construct a detention basin.
3. The current site land use and cover is developed. Access to the site is shown in project plans.
4. The site is located within the 100-year flood plain.
5. The project is located in [INSERT LOCAL JURISDICTION + POSTAL CODE] at latitude 30.08337°N, longitude -95.20054°W.

B. Description of Construction Activity

1. The project requires: The construction of a rectangular concrete channel within the existing Taylor Gully earthen channel and construction of a wet bottom detention pond upstream of the existing Taylor Gully channel. The channel project involves lowering the existing flowline by approximately 4 feet done by excavating 54,389 cubic yards and installing 10,150 linear feet of rectangular concrete channel lining. The detention pond involves excavation of a 42-acre wet bottom basin. Work within the channel involves a concrete maintenance access ramp, a 170-foot-long drop structure at the upstream of the channel, a 112-foot-long drop structure at the downstream portion of the channel, and construction of the Rustling Elms Drive bridge. Additionally, excavation within the wet bottom detention basin involves the construction of a limestone aggregate maintenance access ramp, a 30-foot-wide bottom shelf, a 52-foot-wide vegetative shelf for wetlands planting, and a wet pool 6 feet deep.

2. Construction of this project is expected to commence on _____. The time of to complete the project is ___ calendar days. The estimated date of completion is _____.

C. Sequence of Major Activities is as follows:

1. Posting of permits and notices.
2. Install temporary Stormwater Pollution Prevention Controls, as noted on attached SWPPP Plan Sheet(s).
3. Site preparation including clearing and grubbing according to specifications listed in Section 6.0 of this SWPPP.
4. Install erosion protection such as rock filter dams, Reinforced Silt Fence (RSF), tree protection, and construction fencing.
5. Construct planned project.

D. Total Area of Site and Estimated Total Disturbed Area

1. Total Site: 122.9 Acres
2. Total Disturbed Area: 122.9 Acres

E. Existing Soil Data

1. The in-situ soils in the area are primarily cohesive soils in the top 10 to 23 feet and cohesionless samples below that with the most common soil type being lean clay.
2. Geotechnical report(s) that has/have been utilized by the Engineer will be available to the Contractor. Contractor may rely upon the accuracy of the “technical data” contained in such reports, but not upon non-technical data, interpretations, or opinions contained therein or for the completeness thereof for Contractor’s purposes. Except as indicated in the immediately preceding sentence, the Contractor shall have full responsibility with respect to subsurface conditions at the site. The Geotechnical reports available for this Project are dated April 18, 2025, titled “Geotechnical Investigation Woodridge Stormwater detention basins, Houston & Montgomery, Harris County, Texas, (Project I.D. No. G503-06-00-E003 and G503-06-00-E004)” prepared by Geotest Engineering, Inc and dated October 07,202, titled “Geotechnical Investigation PER for Taylor Gully Improvements, Houston & Montgomery, Harris County, Texas, (Project I.D. No. G103-80-03.1-E001)” prepared by CIBOR, Inc .

F. Runoff Coefficient Estimate (HC Construction Handbook, Appendix A)

The runoff coefficient for this area is estimated to be 0.4.

G. Existing Water Quality Data

The San Jacinto River watershed is monitored by the Texas Commission on Environmental Quality (TCEQ) through the Texas Clean Rivers Program (CRP) according to the Texas Surface Water Quality Standards. One or more stream segments are affected by this project and are included in the listing of water bodies that fail to meet water quality standards as required by section 303(d) of the Clean Water Act. The following stream segments are impaired for bacteria TX-1008 Additional water quality data can be obtained through the TCEQ’s Surface Water Quality Monitoring (SWQM) database.

H. Site Map

Site maps are included in the construction drawings and in Appendix E.

2.0 CONTROLS

TXR15000 permit language found in Appendix B of this SWPPP narrative.

A. Erosion and Sediment Controls

1. Stabilization Practices – CONSTRUCTION PHASE only
 - a. Stabilized Construction Access, including staging, and parking areas will be installed using coarse aggregate or approved equal, according to specifications listed in Section 6.0 of this SWPPP, and as shown on the

- attached Stormwater Pollution Prevention Details.
- b. Perimeter controls, such as RSF, vegetative buffer strips, rock filter dams, or equivalent will be placed at all down slope boundary locations of the construction area, according to the attached Plan Sheet of Controls. RSF will be installed according to specifications listed in Section 6.0 of this SWPPP, and as shown on the attached Stormwater Pollution Prevention Details.
 - c. Staggered strip sodding, minimum 2 strips wide, will be placed on earthen side slopes and at places along the top of bank where overbank sheet flow is possible and on earthen side slopes to deter rill erosion. This will be done as soon as grade is established. Sod will be installed according to specifications listed in Section 6.0 of this SWPPP, and as shown on the attached Stormwater Pollution Prevention Details.
 - d. Erosion control and stabilization measures must be initiated as soon as practicable in portions of the site where construction activities have temporarily ceased, except:
 - (1) Where earth disturbing activities will resume within 21 days on that portion of the site.
 - (2) Where temporary stabilization measures are infeasible. For this exemption to apply, contractor must provide a series of BMPs at the point where this portion of the site discharges. These BMPs must retain sediment on site to the extent practicable.
 - e. HCFCD Construction Division will release portions of the site to HCFCD's Infrastructure Division – Facilities Maintenance Department (FMT) – Turf Establishment Group (Turf Establishment Group) -- for permanent site stabilization and turf establishment. A maximum 5 acres of area or 1,500 linear feet of ROW may be released at one time. This step requires close coordination between HCFCD CON and FMT.
 - f. A permanent turf will be established by the Turf Establishment Group upon completion of the required earthwork. Topsoil or soil amendments will be placed on all side slopes by the Construction Contractor. Mulch and other materials may be used in conjunction with seeding. See Specifications Section 6.0 of this SWPPP.

2. Structural Practices

- a. Stabilized Construction Access, including staging, and parking areas will be installed using coarse aggregate, according to specifications listed in Section 6.0 of this SWPPP, and as shown on the attached Stormwater Pollution Prevention Details. Sweeping loose dirt from all haul trucks and large construction equipment will be performed at construction exits prior to traveling public roads. Sediment traps shall be constructed for washing of trucks and equipment if performed in areas where there is the potential for pollutants and sediment to enter a drainage system.
- b. RSF will be used around stockpiles, material storage areas and disturbed areas which are not protected with sod and have the potential for pollutants and sediment to enter drainage system. Silt fencing will be installed according to specifications listed in Section 6.0 of this SWPPP, and as

shown on the attached Stormwater Pollution Prevention Details.

- c. Berms will be constructed around onsite fuel containers to prevent spills from entering a drainage system or tanks with a built-in containment system.
- d. RSF will be installed as shown on plans to prevent sediment transport into the waterways. Silt fencing will be installed according to specifications listed in Section 6.0 of this SWPPP, and as shown on the attached Stormwater Pollution Prevention Details.
- e. Velocity dissipation and armoring will be placed in locations specified on the construction drawings to prevent scouring and erosion. Riprap will be installed according to specifications listed in Section 6.0 of this SWPPP.
- f. The required sedimentation basin to contain a 2-year, 24-hour storm from the site is not able to be used due to limited rights of way.
The basin being excavated through this construction project serves as the required sedimentation basin to contain a 2-year, 24-hour storm from the site.
Sediment and erosion controls are noted and depicted on the SWPPP Plan Sheet of Controls.

3. Sequence of Major Activities

The sequence of major control activities is expected to be as follows:

- a. Post Permits and Notices for the TPDES General Permit for Discharges of Stormwater Associated with Construction Activities.
- b. Install Stabilized Construction Access, according to specifications listed in Section 6.0 of this SWPPP, and as shown on the attached Stormwater Pollution Prevention Details.
- c. Install RSF, according to specifications listed in Section 6.0 of this SWPPP, and as shown on the attached Stormwater Pollution Prevention Details.
- d. Construct berms around refueling containers if tanks do not have built-in containment.
- e. Remove and properly dispose of any existing debris, according to specifications listed in Section 6.0 of this SWPPP.
- f. Clear and grub the site, as required for construction activities, according to specifications listed in Section 6.0 of this SWPPP.
- g. Strip topsoil and/or clear construction area immediately prior to construction only. Topsoil is to be stockpiled and reused on project, according to specifications listed in Section 6.0 of this SWPPP. Place RSF around stockpiles.
- h. Construct the proposed project as detailed in plans.
- i. Place strip sodding as soon as grade is established, according to specifications listed in Section 6.0 of this SWPPP, and as shown on the attached Stormwater Pollution Prevention Details.
- j. Release site or portions of site to FMT to establish vegetative cover over all disturbed areas.
- k. At the time when the final portion of the site is released to the FMT, selected controls will remain in place until permanent vegetation is stabilized (70% cover). These controls will be removed upon establishment of permanent vegetative cover.

B. Stormwater Management

The permanent pollutant control measure included in this Project is site revegetation, which will act to some degree as a sedimentation trap. Particulates may settle out of the Stormwater flowing through the vegetated areas as the velocity of flow decreases. Permanent site revegetation will be the responsibility of HCFCD.

C. Other Controls

1. Waste Disposal

- a. **Waste Materials:** All waste material will be collected and stored in a securely lidded metal dumpster rented from _____, a licensed solid waste management company in _____ [City, State]. The dumpster will meet all local and state solid waste management regulations. All trash and construction debris from the site will be deposited in the dumpster. The trash and debris will be hauled to an approved landfill. No construction waste material will be buried onsite. All personnel will be instructed regarding the correct procedure for waste disposal. Notices stating these practices will be posted onsite and, _____ [same as Cert C], the individual who manages the day-to-day site operations, will be responsible for seeing that these procedures are followed.
- b. **Hazardous Waste:** No hazardous waste is expected to be generated or encountered in this project. In the event that hazardous waste is encountered, all hazardous waste materials will be disposed of in the manner specified by local or state regulation or by the manufacturer. _____, the individual who manages day-to-day site operations, will be responsible for seeing that these practices are followed.
- c. **Sanitary Waste:** All sanitary waste will be regularly collected from the portable units by _____, a licensed sanitary waste management contractor.

2. Offsite Vehicle Tracking

- a. A Stabilized Construction Access will be installed to help reduce vehicle tracking of sediments. Sediment stuck to vehicle tires, axles, and other undercarriage components will be removed from vehicles before vehicles can exit the construction site. An excavated or embankment sediment trap will be constructed if Contractor uses a vehicle wash system.
- b. The paved streets adjacent to the site entrance will be monitored constantly and cleaned as necessary, to remove any excess mud, dirt, or rock tracked from the site and ensure clean streets at all times. Documentation of inspection and maintenance of the streets is required.
- c. BMPs will be installed adjacent to stormwater inlets at all site entrances and along the haul roads to prevent sediment from entering the storm sewer system. Documentation of daily inspection and maintenance of these BMPs is required.
- d. Blowing dust will be controlled as necessary by spraying the dust source with water.

3. Dewatering/Care & Control of Water

Ponding stormwater on an active construction site is potentially contaminated. Dewatering operations must be monitored on all days that dewatering is occurring. Inspection forms can be found in Appendix D.

Pumping of excess water off-site will not be allowed unless a pump filtering system, a vegetative filter strip, an effective sedimentation holding area, or an equal BMP is used for sediment removal before the water is discharged.

4. Demonstration of Compliance with State and Local Regulations

The proposed project will be in compliance with applicable State and local waste disposal and sanitary sewer regulations.

D. Approved State or Local Plans

There are no approved state site plan requirements for stormwater management or erosion and sediment controls. This Project is within the jurisdiction of Harris and Montgomery Counties.

The City of Houston, Harris County, and HCFCD jointly manage a Phase I, TPDES MS4 permit. Review/ approval of plans and compliance with local Stormwater Quality Permits is coordinated directly with Harris County Permits, City of Houston Permits, or other local municipality as dictated by project location.

3.0 MAINTENANCE

A. Erosion and Sediment Controls

1. Stabilization Practices

Stabilization practices will be installed according to specifications listed in Section 6.0 of this SWPPP, and as shown on the attached Stormwater Pollution Prevention Details.

- a. Stabilization of construction access areas.
- b. Sodding for erosion control.
- c. Hydro-seeding with mulch.

2. Structural Practices

Structural practices will be installed according to specifications listed in Section 6.0 of this SWPPP, and as shown on the attached Stormwater Pollution Prevention Details.

B. Maintenance of Controls

1. All measures will be maintained in good working order. If a repair is

necessary, it will be initiated within 24 hours of the inspection report.

2. Sediment will be removed from behind the silt fences when it becomes 1/3 of the height of the fence.
3. The construction access area and associated sediment trap will be kept clean and operational.
4. The BMPs installed at the storm sewer inlets along the haul road and site entrance will be kept clean and operational.
5. Any temporary controls will be assessed for removal or to remain in place before the site or portions of the site is released to the Turf Establishment Group.

C. Responsible Parties

1. _____, the individual responsible for the day-to-day operations, will designate qualified person(s) to properly maintain the function of each structural control throughout site construction activities.
2. During active construction, the construction contractor will be responsible for maintenance of all control measures on the site. Upon completion of construction, construction contractor will remove controls at the direction of the project engineer and in coordination with HCFCD FMT. If silt fence is required during turf establishment phase, the FMT or designated contractor will be responsible for this control during Turf Establishment.
3. Control measures of this SWPPP will be revised as appropriate, but in no case later than fourteen (14) calendar days following the inspection.

4.0 INSPECTIONS

A. General

1. _____, the site superintendent responsible for the day-to-day operations has designated _____, an inspector with knowledge of this SWPPP contents, the proposed construction activities, and the applicability of CGP to the project.

Inspections of the site will continue for the duration of construction activity, even if a portion of the site has been released to the Facilities Maintenance Turf Establishment contractor.

2. As a minimum, the site and the reach within ¼ mile of all project access points will be inspected at least once every seven (7) calendar days. After the site or a portion of the site is finally stabilized, inspections will be at least once every month.
3. Based on the results of the inspections, the site descriptions and control measures of this SWPPP will be revised as appropriate, but in no case later than fourteen (14) calendar days following the inspection.
4. Copies of all Local Regulatory Inspection reports, if submitted to Owner/Operator and Notices of Violation, if applicable, should be included in

Appendix D – Inspection Forms.

B. Description

1. Check to make sure postings of Notices and Permits are at all Project access points.
2. Disturbed areas and areas used for storage of materials that are exposed to precipitation will be inspected for evidence of, or the potential for, pollutants entering the drainage system.
3. Locations where vehicles enter or exit the site will be inspected for evidence of offsite sediment tracking.
4. Permanent seeding areas will be inspected for bare spots, washouts, and unhealthy growth.
5. Silt fences will be inspected for depth of sediment, tears, fabric, or wire attachment to the posts, and fence post movement.
6. Dewatering locations must be inspected on each day that they are in use. Inspect for active flow, in place and functional structural BMPs, and contaminated stormwater, the estimated flow rate, and times of dewatering.

C. Reports

1. After each inspection, the inspector will complete the applicable inspection form attached. A copy of each completed inspection form will be submitted to the Harris County Flood Control District Construction Division (HCFCD CON).
2. One inspection form is used, per Appendix D.
3. A copy of the modified (redlined) SWPPP Plan Sheet of Controls will be submitted to HCFCD CON prior to final release of the site to HCFCD FMT.
4. Final copy of the SWPPP, with modifications, will be submitted to HCFCD CON with the Final Invoice.
5. Copy of the Notice of Termination, as required, will be submitted to HCFCD CON with the Final Invoice.

5.0 NON-STORMWATER DISCHARGES:

The following eligible non-Stormwater discharges at the site will be allowed only when such flows are diverted to site erosion and sediment control measures as detailed in Section 2 Controls:

- discharges from firefighting activities (firefighting activities do not include washing of trucks, run-off water from training activities, test water from fire suppression systems, and similar activities);
- uncontaminated fire hydrant flushings (excluding discharges of hyperchlorinated water, unless the water is first dechlorinated and discharges are not expected to adversely affect aquatic life), which include flushings from systems that utilize potable water, surface water, or groundwater that does not contain additional pollutants (uncontaminated fire hydrant flushings do not include systems utilizing reclaimed wastewater as a source water);
- water from the routine external washing of vehicles, the external portion of buildings or structures, and pavement, where detergents and soaps are not used and where spills or leaks of toxic or hazardous materials have not occurred (unless spilled materials have been removed; and if local state, or federal regulations are applicable, the materials are removed according to those regulations), and where the purpose is to remove mud, dirt, or dust;
- uncontaminated water used to control dust;
- potable water sources including waterline flushings (excluding discharges of hyperchlorinated water, unless the water is first dechlorinated and discharges are not expected to adversely affect aquatic life);
- uncontaminated air conditioning condensate;
- uncontaminated ground water or spring water, including foundation or footing drains
- where flows are not contaminated with industrial materials such as solvents; and
- lawn watering and similar irrigation drainage.

A. Inventory For Pollution Prevention Plan

1. The materials or substances listed below are expected to be present onsite during site construction:

- a. Riprap (rock or concrete)
- b. Fertilizers
- c. Fuels
- d. Wood
- e. Lubricants
- f. Steel Products
- g. Tackifier

B. Spill Prevention

1. Material Management Practices

The following are the material management practices that shall be used to reduce the risk of spills or other accidental exposure of materials and substances to Stormwater runoff.

- a. Good Housekeeping: The following good housekeeping practices will be followed onsite during construction activities.
 - (1) An effort will be made to store only enough products required to do the job.
 - (2) All materials stored onsite will be stored in a neat, orderly manner in their appropriate containers and, if possible, under a roof or other enclosure.
 - (3) Products will be kept in their original containers with the original manufacturer's label.
 - (4) Substances will not be mixed with one another unless recommended by the manufacturer.
 - (5) Whenever possible, all of a product will be used up before disposing of the container.
 - (6) Manufacturers' recommendations for proper use and disposal will be followed.
 - (7) The site superintendent will inspect daily to ensure proper use and disposal of materials onsite.
- b. Hazardous Products: These practices will be used to reduce the risks associated with hazardous materials, if hazardous materials are used.
 - (1) Products will be kept in original containers unless they are not resealable.
 - (2) Original labels and material safety data will be retained; they contain important product information.
 - (3) If surplus product must be disposed of, manufacturers' or local and State recommended methods for proper disposal will be followed.

2. Product Specific Practices

The following product specific practices shall be followed onsite:

- a. Petroleum Products: All onsite 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. Any asphalt substances used onsite will be applied according to the manufacturer's recommendations.
- b. Fertilizers: Fertilizers used will be applied only in the minimum amounts recommended by the Infrastructure Division Specifications. Once applied, fertilizer will be worked in the soil to limit exposure to Stormwater. Storage will be in a covered location – away from possible transport by stormwater. Contents of any partially used fertilizer containers will be removed from the site or stored under cover to avoid exposure to stormwater.
- c. Concrete Trucks: Concrete trucks will only be allowed to wash out or

discharge surplus concrete or drum wash water in a designated concrete truck wash out area. This area must be clearly marked with a sign indicating it as the "Concrete Washout Area (CWA)." The CWA area shall be contained in such a manner as to prevent discharges directly into the receiving water(s). Commercially available solutions, excavated traps, earthen embankment traps, or filter fabric fences may be used for containment. The designated area must be stabilized prior to project completion to prevent material from entering the receiving water.

3. Spill Prevention Practices

In addition to the good housekeeping and material management practices discussed in the previous sections of this plan, the following practices shall be followed for spill prevention and cleanup:

- a. Manufacturer's recommended methods for spill cleanup will be clearly posted and site personnel will be made aware of the procedures and the location of the information and cleanup supplies.
- b. Materials and equipment necessary for spill cleanup will be kept in the material storage area onsite. Equipment and materials will include but not be limited to brooms, dust pans, mops, rags, gloves, goggles, kitty litter, sand, sawdust, and plastic and metal trash containers specifically for this purpose.
- c. All spills will be cleaned up immediately after discovery.
- d. The spill area will be kept well-ventilated and personnel will wear appropriate protective clothing to prevent injury from contact with a hazardous substance.
- e. Spills of toxic or hazardous material will be reported to the appropriate State or local government agency, regardless of the size.
- f. The spill prevention plan will be adjusted to include measures to prevent this type of spill from reoccurring and how to clean up the spill if there is another one. A description of the spill, what caused it, and the cleanup measures will also be included.
- g. _____, the site superintendent responsible for the day-to-day site operations, will be the spill prevention and cleanup coordinator. They will designate at least one other site personnel who will receive spill prevention and cleanup training. These individuals will each become responsible for a particular phase of prevention and cleanup. The names of responsible spill personnel will be posted in the material storage area.

6.0 CONSTRUCTION SPECIFICATIONS

A. Standard Specifications

The following specifications are included in the Harris County Flood Control District 2005 Standard Specifications Book to comply with the Stormwater Pollution Prevention Plan:

- a. Section 01110 – Summary of Work
- b. Section 01270 – Measurement and Payment (as revised in bid package)
- c. Section 01562 – Construction Fence
- d. Section 01565 – General Source Controls
- e. Section 01580 – Project Signs
- f. Section 02361 – Reinforced Silt Fence
- g. Section 02365 – Stabilized Construction Access
- h. Section 02378 – Riprap and Granular Fill
- i. Section 02379 – Geotextiles for Erosion Control Systems
- j. Section 02911 – Topsoil
- k. Section 02921 – Turf Planting Zone Preparation
- l. Section 02922 – Sod
- m. Section 02923 – Broadcast Seeding
- n. Section 02925 – Hydromulch- Hydroseeding

B. Project Specific Specifications:

The following project specific specifications are included in the construction documents for additional measures required to comply with the Stormwater Pollution Prevention Plan: NONE

7.0 POLLUTION PREVENTION PLAN CERTIFICATIONS

A. PREPARER'S CERTIFICATION

Project Name and Location:

Project Identification #

Project Name:

Location:

At:

Latitude: °N;

Longitude: °W

I certify that to the best of my knowledge, this Stormwater Pollution Prevention Plan presented herein has been prepared in accordance with the TPDES Construction General Permit (TXR150000). Contents of this narrative document, TCEQ Notice of Intent, and other supporting attachments are, to the best of my knowledge and belief, true, accurate, and complete.

Signature: _____ Date: _____

Name:

Title: EQS Project Manager

Company: Harris County Flood Control District

B. OPERATOR CERTIFICATION

Project Name and Location:

Project Identification #

Project Name:

Location:

At:

Latitude: °;

Longitude: °W

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 Stormwater discharges associated with construction activity from the construction site identified as part of this certification. Further, by my signature, I understand that I am becoming a co-permittee, along with the owner(s) and other contractors and subcontractors signing such certifications, to the general TPDES permit for the Stormwater discharges associated with construction activity from the identified site. As a co-permittee, I understand that I, and my company, are legally required under the Clean Water Act, to ensure compliance with the terms and conditions of the Stormwater pollution prevention plan developed under the TPDES permit and the terms of the TPDES permit.

Signature: _____ Date: _____

Name:

Title:

Company:

C. INSPECTOR CERTIFICATION

Project Name and Location:
Project Identification #

Project Name:

Location:

At:

Latitude: °;

Longitude: °W

I certify under penalty of law that all attachments to this document, including inspection reports, 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.

Name: _____

Signature: _____

Date: _____

Name:

Title:

Company:

8.0 CORPS OF ENGINEERS SECTION 404 PERMIT

This project does not require a Clean Water Act Section 404 Permit from the U.S. Army Corps of Engineers (USACE) because no Jurisdictional Waters of the US (WOTUS) will be impacted **OR**

The Project will impact ____ acres of jurisdictional WOTUS and mitigation requirements have been included.

If the projects impacts jurisdictional WOTUS, the U.S. Army Corps of Engineers has issued Individual Permit No. _____

USACE permits and Natural Resource Documents are located in Appendix F

OR

Nationwide Permit No. _____.

OR

Regional General Permit No. _____ for this project.

Contractor must adhere to the terms and conditions specified within the permit.

The Project will not impact threatened and endangered species and associated habitat. **OR**

The Project has the potential to impact _____ species habitat. Survey or mitigation has been conducted to avoid or minimize the potential for impacts.

9.0 APPENDICES

APPENDIX A

NOTICE OF INTENT (NOI)

ACKNOWLEDGEMENT CERTIFICATES

FOR PRIMARY OPERATORS

(to be inserted upon receipt from TCEQ)

NOTICE OF TERMINATION (NOT)

APPENDIX B

TPDES PERMIT LANGUAGE

APPENDIX C

CONSTRUCTION SITE NOTICE

APPENDIX D

INSPECTION FORMS

APPENDIX E

PLAN SHEET OF CONTROLS

APPENDIX F

USACE Permit and Natural Resource Documents

HARRIS COUNTY
FLOOD CONTROL DISTRICT

**GEOTECHNICAL
REPORTS**

Cover page only, full document submitted separately.

GEOTECHNICAL INVESTIGATION

PER FOR TAYLOR GULLY IMPROVEMENTS

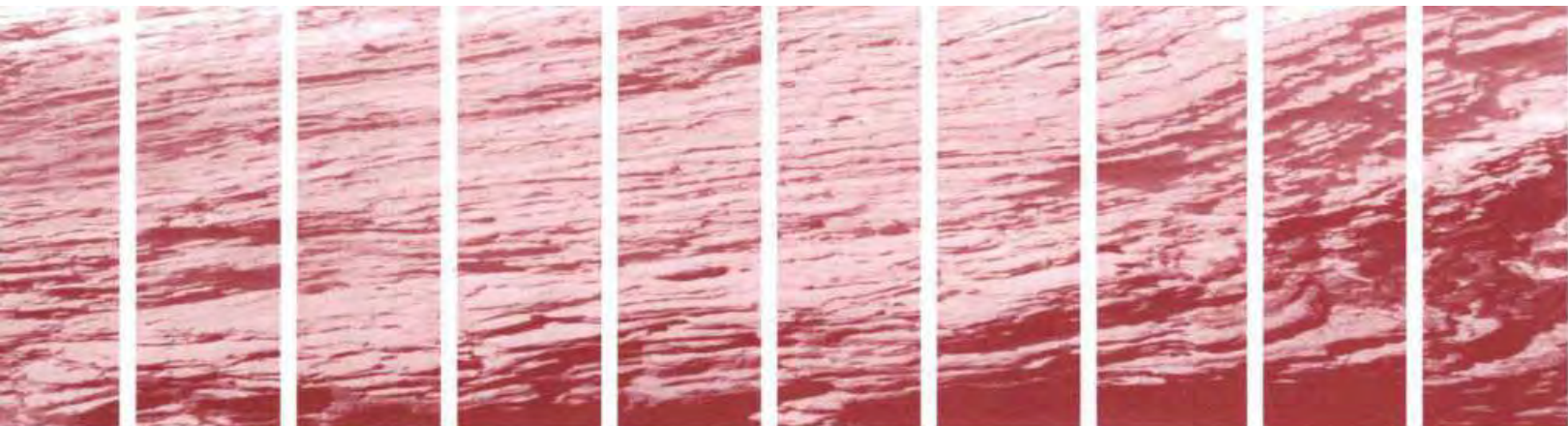
HCFC D PROJECT ID# G103-80-03.1-E001

HARRIS COUNTY, TEXAS

PRECINCT 4

**Key Map Nos. 296M, 296R, 297J, 297N, 297P,
297Q, and 297T**

Report to
IDCUS, INC.
HOUSTON, TEXAS



**GEOTECHNICAL INVESTIGATION
WOODRIDGE STORMWATER DETENTION BASINS
HCFC D PROJECT ID #G503-06-E003 AND
HCFC D PROJECT ID #G503-06-E004
HARRIS COUNTY, PRECINCT 3, TEXAS**

REPORT NO. 1140289501
FINAL

Reported to:

HALFF ASSOCIATES, INC.

Houston, Texas

Submitted by:

**GEOTEST ENGINEERING, INC.
TBPE Registration No. F-410**

Houston, Texas

April 18, 2025

Key Map Nos. 296 M, R
297 J, N

HARRIS COUNTY
FLOOD CONTROL DISTRICT

PLANS
