

Notice

Basic Information

Estimated Contract Value (USD)	\$1.00 (Not shown to suppliers)
Reference Number	0000408302
Issuing Organization	Dallas County
Owner Organization	
Project Type	IFB - Invitation for Bid (Formal)
Project Number	2026-010-7095
Title	Post Oak Preserve Trail Rehabilitation
Source ID	PU.AG.USA.2438.C21491501
Piggyback Solicitation	No

Details

Location	Dallas County, Texas
Job Location	Post Oak Preserve Trail 1501 Bowers Rd, Seagoville, TX 75159
Description	<p>Post Oak Preserve is a Dallas County nature preserve located in Seagoville, Texas, and is across Bowers Road from the Dallas Independent School District (DISD) Environmental Education Center. The preserve has an approximately 2/3-mile paved trail leading from the parking lot to Hidden Lake that was installed during the 1990s. This paved trail is utilized by approximately 20,000 Dallas ISD students per year as well as numerous visitors from the public. Dallas ISD students walk this trail with their teachers to learn about the natural environment and perform water quality tests. The trail is now in disrepair and requires rehabilitation for continued use by the DISD students and the public. The proposed project will result in 3076 LF of a 10-foot-wide concrete overlay for the length of the existing trail.</p> <p>During the solicitation process bidders are required to limit their communication regarding this project to the Buyer referenced herein. A pre-bid meeting will be held by the County whereby the bidders will have an opportunity to ask the requesting department(s) questions and/or obtain clarification. The pre-bid meeting will be the only time when bidder and requesting department(s) will communicate directly, thereafter, all communication associated with this project shall be address through the County's purchasing platform, (https://www.bidnetdirect.com/texas/dallas-county), to the assigned Buyer. The County will respond to all questions by way of addendum which will be posted as part of the solicitation. The County, its agents, and employees shall not be responsible for any information given by way of verbal communication.</p> <p>Pre-bid conference January 28, 2026 at 10 a.m. (CST), the pre-bid meeting will be conducted through a conference call.</p>

Dates

Publication	01/15/2026 02:54 PM CST
Question Acceptance Deadline	02/05/2026 04:00 PM CST
Questions are submitted online	Yes
Closing Date	02/26/2026 02:00 PM CST

Onsite Visit	01/28/2026 12:30 PM CST
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Contact Information

Kelli Wright
214-653-7434
kelli.wright@dallascounty.org

Bonding Requirements

- Bid Bond	5.00 %
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Pre-Bidding Events

Event Type	Onsite Visit
Attendance	Recommended
Event date	01/28/2026 12:30 PM CST
Location	Post Oak Preserve Trail 1501 Bowers Rd, Seagoville, TX 75159
Event Note	

Bid Submission Process

Bid Submission Type	Electronic or Physical Bid Submission
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Pricing
Pricing
Bid Documents List

Item Based
Item Based

Item Name	Description	Mandatory	Limited to 1 file
SBE forms	Attachment S - Small Business Enterprise (SBE) Forms must be submitted with bid	Yes	No
W-9	W-9 form signed in 2026	Yes	No
Bid Security or Bid Bond	Bid Security or Bid Bond	Yes	No

Documents & Items

Documents

Document	Size	Uploaded Date	Language
DALLAS COUNTY STANDARD TERMS AND CONDITIONS IFB (1).pdf [pdf]	342 Kb	12/20/2024 02:00 PM CST	English
SBE_Language_for_IFB_2.24.24_ATTACHMENT_S.pdf [pdf]	536 Kb	12/19/2024 11:15 AM CST	English
Exhibit A - Bid Sheets 20251111.docx [docx]	15 Kb	01/15/2026 08:15 AM CST	English
Exhibit B - TRAIL LAYOUT AND LOCATION MAP.pdf [pdf]	650 Kb	01/15/2026 08:16 AM CST	English
Exhibit C - Post oak trail project Sign.pdf [pdf]	48 Kb	01/15/2026 08:16 AM CST	English
Exhibit D - Post Oak Preserve- Overlay of Existing Pavement-20251113 Rev.01.pdf [pdf]	12 Mb	01/15/2026 08:16 AM CST	English
Exhibit E - GENERAL NOTES AND BID ITEM NOTES 11112025.docx [docx]	17 Kb	01/15/2026 08:17 AM CST	English
Index P (1_2_4) - Standard Specification of DC _ Special Provisions of DC _ Special Specicifaction of DC.docx [docx]	559 Kb	01/15/2026 02:43 PM CST	English
Index P (3)Davis Bacon including PWR 2025.pdf [pdf]	1 Mb	01/15/2026 02:43 PM CST	English
2026-010-7095 IFB Post Oak Preserve Trail Rehabilitation Solicitation.pdf [pdf]	202 Kb	01/15/2026 02:51 PM CST	English

Items

Code	Description	UOM	Qty
Construction	Rehabilitation of the paved trail at Post Oak Preserve	Lump-Sum	1

Categories

Selected Categories

NIGP Categories (13)	
913	CONSTRUCTION SERVICES, HEAVY (INCL. MAINTENANCE AND REPAIR SERVICES)
91382	Maintenance and Repair, Sidewalk and Driveway (Including Removal) Maintenance and Repair, Sidewalk and Driveway (Including Removal)
91371	Maintenance and Repair, Highway and Road (To include the removal of asphalt, concrete, bitumens, etc) Maintenance and Repair, Highway and Road (To include the removal of asphalt, concrete, bitumens, etc)
745	ROAD AND HIGHWAY BUILDING MATERIALS (ASPHALTIC)
74511	Asphalt, Pervious Hot Mix Asphalt, Pervious Hot Mix
74502	Asphalt, AC (Asphalt/Cement) Asphalt, AC (Asphalt/Cement)
74521	Asphaltic Concrete, Hot Laid Including Bituminous Materials Asphaltic Concrete, Hot Laid Including Bituminous Materials
74500	ROAD AND HIGHWAY BUILDING MATERIALS (ASPHALTIC)
550	MARKERS, PLAQUES AND TRAFFIC CONTROL DEVICES
55000	MARKERS, PLAQUES AND TRAFFIC CONTROL DEVICES
765	ROAD AND HIGHWAY EQUIPMENT (EXCEPT EQUIPMENT IN CLASSES 755 AND 760)
76543	Pavement Marking Removal Equipment and Accessories Pavement Marking Removal Equipment and Accessories
750	ROAD AND HIGHWAY BUILDING MATERIALS (NOT ASPHALTIC)
75052	Flexible Base Flexible Base
912	CONSTRUCTION SERVICES, GENERAL (INCL. MAINTENANCE AND REPAIR SERVICES)
91244	Excavation Services Excavation Services
91200	CONSTRUCTION SERVICES, GENERAL (INCL. MAINTENANCE AND REPAIR SERVICES)
988	ROADSIDE, GROUNDS, RECREATIONAL AND PARK AREA SERVICES
98814	Erosion Control Services Erosion Control Services
760	ROAD AND HIGHWAY EQUIPMENT: EARTH HANDLING, GRADING, MOVING, PACKING, ETC.
76090	Shovels, Power; and Excavating Machines, Telescoping and Hinged Boom Type, Crawler or Tractor Mounted Shovels, Power; and Excavating Machines, Telescoping and Hinged Boom Type, Crawler or Tractor Mounted

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DALLAS COUNTY STANDARD TERMS AND CONDITIONS

By returning the Bid Proposal with a price quote, vendors certify and agree that:

1. All charges – wages, salaries, taxes including payroll taxes, benefits, insurance, overhead, fees, permits, licenses, fees, labor, personnel, service, supervision, documentation, administration, training, implementation, materials, supplies, delivery, transportation, shipping , freight, fuel surcharges, mileages, parking, tolls, travel time, and all other associated cost direct and indirect including incidentals necessary to provide the goods and services outlined in this solicitation specified or implied are to be included in bid proposal cost. Services and Inside Delivery will be F.O.B.: Dallas County as indicated on each individual purchase order.

2. **TEXAS GOVERNMENT CODE CHAPTER 2271 VERIFICATION – BOYCOTT ISRAEL**

Effective September 1, 2017, the State of Texas requires all governmental entity, state agency or political subdivision (which includes counties) to obtain written verification from the Company that their Company does NOT boycott Israel and will not boycott Israel during the life of this contract, agreement or purchase order (hereafter referred to as "Contract"). By accepting this Contract, the Company (Professional or other applicable term defining the contracting party) verifies that it does not Boycott Israel, and agrees that during the term of this Contract will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended." The County cannot execute a contract for goods and services without this declaration. Please refer to Texas Government Code, Subtitle F, Title 10, Government Code Chapter 2270.

(a) This section applies only to a contract that:

(1) is between a governmental entity and a company with 10 or more full-time employees; and

(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

3. **CONFLICT OF INTEREST QUESTIONNAIRE (CIQ) FORM**

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of Dallas County no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. Contractor shall complete and file the Conflict of Interest Questionnaire with the Dallas County Clerk at 1201 Elm Street, 21st Floor, Dallas, Texas 75270.

4. **CERTIFICATE OF INTERESTED PARTIES FORM 1295**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties form to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The form discloses any interested parties who have a controlling interest (10% or more ownership) in the business entity and those who actively participate in facilitating the contract or negotiate the terms of the contract (broker, intermediary, advisor, and/or attorney), if any. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015 and new rules (Chapter 46) on November 30, 2015.

The "Certificate of Interested Parties" form must be completed on the Texas Ethics Commission website, printed, signed, and submitted to the County by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution.

To obtain additional information on HB 1295, to learn more about Texas Ethics Commission process to create a new account or to complete an electronic version of Form 1295 for submission with a signed contract, please go to the following website: <https://www.ethics.state.tx.us/tec/1295-Info.htm>

Instructional Videos for Business Entities on how to file online can be found at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

The identification number (section 3 of the form) to be used on the 1295 for this procurement is the IFB solicitation number.

5. **TITLE VI ASSURANCES/COMPLIANCE POLICY**

The County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Pursuant to Title VI requirements, any entity or person that enters into a contract with Dallas County including, but not limited to prime contractors, sub-contractors, and sub-recipients, may not discriminate on the basis of race, color, national origin, age, sex, disability, or religion in their selection and retention of subcontractors (including consultants), in connection with any federally funded program or activity (including any program or activity undertaken/funded by a Dallas County Division/Department that receives federal funds).

6. **TEXAS GOVERNMENT CODE CHAPTER 2252 ATTESTATION**

By entering into this Contract, Contractor attests that Contractor is not a company that is identified on a list prepared and maintained by the Texas State Comptroller under Section 2252.153, Tex. Gov't Code, as a company known to have contracts with or provide supplies or services to a foreign terrorist organization as designated by the U.S. Secretary of State.

7. **PRE-AWARD SURVEY**

After bid opening and before award, County may perform a pre-award survey of the bidder's facilities and equipment to be used in the performance of work under this solicitation. Bidder agrees to allow all reasonable requests for inspection of his or her facilities.

8. After bid opening and before award Dallas County reserves the right to request the bidder to provide, but not necessarily limited to, the following forms:

- a. Texas Government Code Chapter 2270 Verification Form
- b. Texas Government Code Chapter 2252 Certification Form
- c. 1295 Form
- d. W-9 Form

9. The bid award shall be based on, but not necessarily limited to, the following factors:

- e. Unit Price
- f. Total Bid Price
- g. Delivery Date
- h. Results of Testing Samples
- i. Special Needs and Requirements of Dallas County
- j. Dallas County's Experience with Products Bid
- k. Vendor's Past Performance Record with Dallas County
- l. Dallas County's Evaluation of Vendor's Ability
- m. Estimated Costs for Supplies, Maintenance, etc.
- n. Estimated Surplus Value
- o. Small Business Enterprise completed forms
- p. Dallas County reserves the right to award to a primary and secondary vendor(s).

Dallas County shall award this contract to the responsive bidder(s) offering the lowest and best bid in accordance to Local Government Code 262.021(5-a) who comply with all of the requirements, terms and conditions prescribed herein. Dallas County reserves the right to reject any or all bids in whole or in part, to make multiple awards, partial awards, award by item by item basis, award by types, award by sections, or lump sum total, and waive any immaterial deviations in the bid as may be considered in the best interest of the County.

10. **INVOICING/BILLING**

Invoices will be submitted to the Dallas County Auditor's Office. All billings must have appropriate supporting documentation before such billings will be approved. Billing shall cover goods and services not previously invoiced. Vendor shall reimburse the Dallas County for any monies paid to Contractor for goods or services not provided or when goods/services provided do

not meet the contract agreement or solicitation requirements. Payments made by the County shall not preclude the right of the County from thereafter disputing any items involved or billed under the contract agreement or solicitation and shall not be construed as acceptance of any part of the goods or services. Contractor understands and agrees that any funds paid under this contract are contingent upon satisfactory delivery of the Services as described in this contract and subject to routine processing. No payment, on any basis, will be made for unsatisfactory work.

Contractor agrees to submit complete, fully documented and accurate itemized statement of invoices with appropriate/applicable attachments and documentation, as required by the County for all goods, services, and work performed **following acceptance of goods, services or work by the County.**

At minimum, the original invoices submitted against the IFB, must reference all of the following information:

- a. Contractor/Vendor Name
- b. Contractor/Vendor Address
- c. Contractor/Vendor Contact Information
- d. Contractor/Vendor Telephone Number and Fax Number
- e. Contractor/Vendor Remittance to Address
- f. Invoice Date
- g. Invoice Number (uniquely numbered, no duplicates)
- h. Valid Dallas County Purchase Order Number must appear on all itemized invoices and packing slips
- i. Solicitation Number
- j. Date of Services or Date Purchase
- k. Description of Services and Goods
- l. Cost of Services and Goods

Invoices and support documentation are to be sent to:

Original Invoice: Dallas County Auditor's Office
Attn: Accounts Payable
500 Elm Street, Suite 4200
Dallas, TX 75202
214.653.6478
Accounts.Payable@dallascounty.org

Copy of invoice(s) shall be sent to: REQUESTING USER DEPARTMENT NAME AND ADDRESS INDICATED ON THE PURCHASE ORDER

All invoices must reference a Dallas County Purchase Order Number

Payment will be made upon receipt and acceptance by the County of completed services, goods and/or products ordered and receipt of a valid invoice, in accordance with the Texas Government

Code, Chapter 2251. The County will incur no penalty for late payment if payment is made within thirty (30) or fewer days from the statement if there is an uncontested billing. Any payment not made within thirty (30) days of its due date shall bear interest in accordance with Chapter 2251 of the Texas Government Code. Invoices received without all the required supporting documentation and information will not be processed and will be returned to the Contractor unpaid for correction.

11. If applicable, a packing list or other suitable shipping documents shall accompany each shipment and shall show:
 - (a) Name and address of vendor
 - (b) Name and address of receiving department
 - (c) Dallas County Purchase Order number and
 - (d) Description of material shipped, including item numbers, quantity, number of containers, and package number, if any.

12. **ACH ELECTRONIC PAYMENTS**

ACH Electronic Payments

Dallas County offers ACH vendor and supplier payment services for all vendors and suppliers providing goods, services or products to Dallas County.

Dallas County is moving away from making payments by paper checks and we are strongly encouraging vendors and suppliers to accept electronic payments. Below is the option that is currently available in lieu of a paper check. Dallas County has chosen the Paymode-X ACH payment service through Bank of America for this efficient form of payment.

There is no cost or fee to the vendor or supplier of any kind resulting from the acceptance of an ACH payment from Dallas County via PaymodeX. This allows Dallas County to directly deposit invoice payments into the vendor's bank account along with complete remittance information that can be accessed at any time.

For more information regarding Paymode-X, please visit our website at: <http://portal.paymode.com/dallascounty/> or call customer service @ 877.443.6944 or contract the Dallas County Auditor's Office – Account Payable Division at 214.653.6473.

13. Upon request by Dallas County, bidders agree to furnish samples and/or demonstrations of products bid, as applicable. The product(s) requested will be furnished at no additional cost to Dallas County and will be of sufficient amounts and/or time frames agreed by County and bidder to ensure effective testing of the products(s). Any testing product used beyond the agreed upon amount or time frame may be considered for payment by Dallas County, if in the best interest of the County. Any product that fails testing shall be considered sufficient reason to reject the bid or product. Any product used by Dallas County, during the contract period that does not perform as specified and/or approved during testing shall be considered grounds for cancellation of the contract.
14. Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer, the term "or equal" if not inserted shall be implied. The specified article or material shall be understood as descriptive and not restrictive. As determined by Dallas County, equal is considered as articles or materials which can effectively and economically

perform the required task; is comparative in quality and performance and, if required, is acceptably similar or matches the specified structural design.

If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.

15. The Contractor shall be considered an Independent Contractor and not an agent, servant, employee, or representative of the County in the performance of the work. No term or provision hereof or act of the Contractor shall be construed as changing that status.
16. The Contractor agrees that it will protect, defend, indemnify, and save whole and harmless the County and all of its officers, agents, and employees from and against all claims, demands, causes or action, damages, judgments, loss and expenses, including attorney's fees, of whatsoever nature, character, or description that any person or entity has or may have arising from or on account of any injuries or damages (including but not restricted to death) received or sustained by any person, persons, or property, on account of, arising out of, or in connection with the performance of the work, including without limiting the generality of the foregoing, any negligent act or omission of the Contractor or any agent, servant, employee or sub-contractor of the Contractor in the execution or performance of this Contract. Contractor further agrees to protect, indemnify and hold County harmless against and from any and all claims and against and from any and all loss, cost, damage, judgments or expense, including attorney's fees arising out the breach of any of the requirements and provisions of this contract of any failure of Contractor, its employees, officers, agents, contractors, invitees, or assigns in any respect to comply with and perform all the requirements and provisions hereof.
17. The Contractor agrees, during the performance of the work, to comply with all applicable codes and ordinances of the appropriate City, County or the State of Texas as they may apply, as these laws may now read or as they may hereafter be changed or amended.
18. The Contractor shall obtain from the appropriate City, Dallas County or the State of Texas the necessary permit(s), if any, required by the ordinances of the City, County or State for the performance of the Work.
19. The Contractor shall not sell, assign, transfer or convey this Contract, in whole or in part, without the prior written consent of the County.
20. Should Dallas County authorize the original awardee to subcontract (assign) any portion of this contract, the original awardee will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the original awardee must maintain a continuous effective business relationship with the subcontractor(s) including, but not limited to, regular payments of all monies owed to any subcontractor. Failure to comply with these requirements, in whole or part, will result in termination of this contract and/or legal ramifications, due to nonperformance.

Should Dallas County authorize the original contractor to transfer this contract, in whole or part, the secondary contractor will maintain all the legal responsibilities set forth in the context of this contract.

21. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be considered

as if such invalid, illegal, or unenforceable provision had never been contained herein.

22. The parties herein agree that this Contract shall be enforceable in Dallas County, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in Dallas County, Texas.

23. This Contract shall be governed by and construed in accordance with the laws of the State of Texas and all applicable Federal Laws.

24. **Scanned or Re-typed Response:**

If in its response, bidder/offeror either electronically scans, re-types, or in some way reproduces the County's published bid or proposal specifications, then in the event of any conflict between the terms and provisions of the County's published bid or proposal specifications, or any portion thereof, and the terms and provisions of the response made by bidder/offeror, the County's bid or proposal specifications as published shall control.

Furthermore, if an alteration of any kind to the County's published bid or proposal specifications is only discovered after the contract is executed and is or is not being performed; the contract is subject to immediate cancellation.

25. This Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters herein, and except as otherwise provided herein cannot be modified without written agreement of the parties.

26. Multi-year service/lease-purchase agreements or any continuing contracts are solicited and awarded based on governmental fiscal funding. If for any reason, funds are not appropriated to continue the service/lease- purchase agreement, the said agreement/contract shall be automatically terminated on the expiration date or date in which the funds have been eliminated. Any/all services/leased equipment will be removed from the respective county department/facilities without penalty to Dallas County. Any/all charges incurred as a result of this action are the responsibility of the contractor.

27. Contractors are not officially authorized to begin work and/or deliver items covered under this agreement until formal approval and/or a signed contract is executed by the proper county authorities. Dallas County accepts no liability, of any kind, for products/services delivered/furnished without proper authorization.

28. Except for proposals received under Local Government Code 262.030 and/or 262.0295, in accordance with the aforementioned statutes, Dallas County will uphold the confidentiality of bidder trade secrets to the extent allotted by law. All confidential information must be clearly identified and separated, by the bidder and prior to submission of the proposal.

29. **OPEN RECORDS**

All responses submitted to Dallas County become the property of Dallas County and are subject to the Public Information Act (Texas Government Code Chapter 552). The interested

firms/individuals should familiarize themselves with the provisions of that Act. In no event shall Dallas County, or any of its agents, representatives, consultants, directors, officers, or employees, be liable to a firm/individual for the disclosure of all or any portion of a response submitted pursuant to the IFB.

If a firm/individual has special concerns about information that it desires to make available to Dallas County, but which it believes constitutes a trade secret, proprietary information or other information excepted from disclosure, such firm/individual should specifically and conspicuously designate ((i.e. mark confidential) each page of that information, which the Bidder believes, should not be disclosed outside Dallas County. Disclosure of requested information will be subject to the Texas Public Information Act.

30. **TERMINATION**

The County may, at its option and without prejudice to any other remedy to which it may be entitled at law or in equity, or elsewhere under this contract, terminate this Contract, in whole or part, by giving 10 days advance written notice thereof to the Contract with the understanding that all (products/services) being (delivered/performed) under this Contract shall cease upon the date specified in such notice. The County shall compensate the Contractor in accordance with the terms of this contract for the (products/services) (delivered/performed) prior to the date specified in such notice.

31. **TERMINATION FOR DEFAULT OR NON-PERFORMANCE**

Default, material breach, or non-performance of the bidder in terms of specifications or non-compliance with the terms of this contract shall be a basis for termination of the contract by the County. Termination in whole or in part, by the County may be made at its option and without prejudice to any other remedy to which it may be entitled at law or in equity, or elsewhere under this Contract, by giving ten (10) days' advance written notice setting forth the nature of the material failure or non-performance to the Contractor and/or bidder with the understanding that all work being performed under this contract shall cease upon the date specified in such notice. The termination will not be effective if the material failure is fully cured prior to the end of the stated in written notice NOT LESS THAN TEN (10) day period.

Termination under this will not relieve Contractor from liability for any default or breach under this contract agreement or any other act or omission of Contractor.

The County shall not pay for work, equipment, services or supplies which are unsatisfactory. Contractor may be given a reasonable opportunity prior to termination to correct any deficiency. This however shall in no way be construed as negating the basis for termination for non-performance. In addition and as authorized by Commissioners Court, vendors terminated for non-performance will be disbarred from award consideration on future county solicitation for a period of not less than thirteen (13) months.

32. **MONETARY RESTITUTION**

In the event the contract is prematurely terminated due to default, non-performance and/or withdrawal by the contractor, Dallas County reserves the right to seek monetary restitution (to include but not limited to; withholding of monies owed) from the contractor to cover costs for interim services and/or to cover the difference of a higher cost (difference between termination vendor's rate and new company's rate) beginning the date of vendor's termination through the contract expiration date. In the event a civil suit is filed to enforce this provision, Dallas County will seek its attorney's fees and cost of suit from the Contractor.

33. **NON-EXCLUSIVITY**

This contract and/or agreement is non-exclusive and shall not in any way preclude Dallas County from entering into similar agreements and/or arrangements with other Vendors, Contractors, or from acquiring similar, equal or like goods and/or services from other entities or sources including state contracts.

34. **NEPOTISM**

No person (1) who is an employee, agent, consultant, officer, or official of the contractor and who exercises or has exercised any functions or responsibilities with respect to assisted contract activities; or (2) who is in a position to participate in a decision-making process or gains inside information with regard to such activities, may obtain a personal or financial interest or benefit, direct or indirect, in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure.

35. **RIGHT TO PROTEST**

Vendors aggrieved in connection with a specific solicitation, evaluation, or the award of any bid, purchase order, or contract, may formally protest to the Purchasing Director only if the Vendor has reason to believe that, with respect to a specific solicitation, (a) there was a material violation of state or federal statutory requirements, County Purchasing Department rules and regulations, or this Code of Ethics (including the Restricted Contact Period), or (b) the procurement process gave an unfair advantage or unfair disadvantage to one or more Vendors.

Procurement processes that may give an unfair advantage or disadvantage to one or more Vendors include, but are not limited to, the following:

- i. The specification unfairly limits competition for no legitimate purpose;
- ii. The contract award is compromised by improprieties in post-award negotiations;
- iii. The evaluation factors or criteria are applied in a manner that is different than disclosed in

the solicitation; and

iv. There are irregularities in the receipt or opening of solicitation responses.

Protests must be in written form and must contain the following information (if applicable):

i. The protesting Vendor's name, address, telephone number, fax number, and email address;

ii. The identifying number of the solicitation and/or contract;

iii. The date the Vendor became aware of the facts forming the basis of the protest;

iv. A detailed statement of the factual grounds for the protest, including copies of any relevant documents or evidence and the statute, rule, or regulation that was violated, if applicable; and

v. A sworn certification that the protest is brought in good faith and for good cause. If a protest is based on an ambiguity or a problem in a solicitation, and is made after the solicitation response deadline, it must also include a certification that the protesting Vendor was not aware of the ambiguity or problem (and did not have an opportunity to ask for clarification or a correction) before the solicitation response deadline.

Protests must timely raise all claims and describe the evidence supporting those claims with specificity. Any claims that are not timely raised may be deemed waived. In the event of a protest during a solicitation response period, a protesting Vendor who wishes to continue in the solicitation process during such protest must still submit a bid or proposal according to the rules set forth in the solicitation.

Protests, including any protest appeals requests, must be sent by mail or email to the Dallas County Purchasing Director at Founders Square, 900 Jackson St., 6th Floor, Suite 680 Dallas, Texas 75202 or Michael.Frosch@dallascounty.org. Mail-in requests must be postmarked and email requests must be received by the Purchasing Director no later than (a) five (5) business days after the date that the protesting Vendor knew or should have known of the facts giving rise to the protest, or (b) before the contract is awarded, if the Vendor is aware of the facts giving rise to the protest prior to the contract award, whichever is earlier.

It is the responsibility of the Vendor to ensure that solicitation protests are delivered to the Purchasing Director within the time period stated herein. Protests that are late or delivered to an incorrect address or individual, or that otherwise do not comply with these rules (including providing the sworn certification as described above), will be declared invalid.

Written Decision. All protests will be initially reviewed by the Purchasing Director, who must rule on the protest and provide a written decision, including the reasons for the decision and the decision date, to the protesting Vendor within ten (10) business days (the “Written Decision”). Any appeal of the Written Decision must be made within five (5) business days of the receipt thereof.

Appeals Process. Appeals of the Written Decision should be sent to the Purchasing Director at the address above, who shall notify the Appeals Committee, consisting of the County Administrator, the County Auditor, and the County Budget Director. The Purchasing Director shall serve as staff to the Appeals Committee and will be present at the Appeals Hearing. The protesting Vendor shall be notified of the time and place of the Appeals Hearing and will be provided an opportunity to present arguments. The documentary evidence at the Appeals Hearing is limited to the documentary evidence submitted for the original protest unless, for good cause shown, the Appeals Committee grants authority for the protesting Vendor to provide additional documentary evidence. The protesting Vendor shall seek approval to submit additional documentary evidence for good cause as soon as possible, but no later than (a) five (5) days before the hearing, or (b) within seventy-two (72) hours from when the protesting Vendor knew or should have known about the additional evidence, whichever period is shorter. The request should include copies of the additional documents that the protesting Vendor seeks authority to use at the hearing. The Appeals Committee may appoint an independent hearing examiner to conduct the hearing and provide a written recommendation, if needed. A written final decision, including the reasons for the final decision and the decision date, will be provided to the protesting Vendor within ten (10) business days of the Appeals Hearing (the “Final Decision”). Requests for an appeal of the Final Decision must be mailed or emailed to the Purchasing Director within five (5) business days of the Final Decision, who will notify the Commissioners Court of the request.

A Commissioners’ Hearing may take place at the discretion of the Commissioners Court. A single vote of a Commissioner on the Commissioners Court is required for a Hearing to be granted. The Commissioners may, at any time during the process, review the written record of the previous decisions on the matter. All decisions of the Commissioners Court, including whether to allow a Commissioners’ Hearing, are final.

Right to Appear before the Commissioners Court. All individuals and entities have the right to an appearance before the Commissioners Court subject to the rules of the Court, this Code of Ethics, and, during an Active Solicitation, the Restricted Contact Period provisions in Section 6 herein. However, a protesting Vendor does not have an automatic right to a Commissioners’ Hearing on any protest appeal under this Code of Ethics, which will be granted only at the discretion of the Commissioners Court.

Notification. Protest hearings are open to the public. Public notification of any hearings, including Appeals Hearings and Commissioners’ Hearings, shall be posted on the Dallas County Purchasing website at www.dallascounty.org/departments/purchasing

Solicitations and Contracts Pending. Filing a protest under this Section will not trigger an automatic stay of any procurement process or contract award. It is in the discretion of the Purchasing Director and the Commissioners Court whether to stay any procurement process or contract award with respect to any Vendor protest. Whether a stay is granted shall not compromise any protesting Vendor’s right to the protest procedures outlined herein.

Records. Records of all protests, including the protest filed, related evidence, and any Written and Final Decisions (including the outcome of any Commissioners' Hearing, if applicable) will be maintained by the Purchasing Department for a period of no less than four (4) years.

36. Contractors are required to comply with the Equal Employment Opportunity Act requiring that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of this Contract. The successful bidder shall take affirmative action to ensure that applicants are employed and treated during employment, without regard to their race, age, color, religion, sex or national origin. This action shall include, but not be limited to, employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, compensation and selection for training. The successful bidder shall state to all employees and advertisements that all employees and qualified applicants will receive consideration for employment without regard to race, color, age, religion, sex, or natural origin.
37. No official or employee shall have any financial interest, direct or indirect, in any contract with the County or be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies or services, except on behalf of the County as an official or employee. Any violation of this section, with knowledge, express or implied, of the person or corporation contracting with the County shall render the contract involved voidable by the Commissioners Court of Dallas County. It is the responsibility of the contractor during all phases of the contract process to notify the County in writing of any potential conflict of interest.
38. In the best interest of the County, as determined by the Dallas County Commissioners Court, any bidder/proposer who is currently involved, either directly or indirectly, with any litigation against or involving Dallas County may be disqualified and/or not considered for an award.
39. Pursuant to Sec. 9.001 of the Texas Business Organization Code, non-Texas entities, including, but not limited to corporations, limited partnerships, and limited liability companies must have an application for registration filed with the Texas Secretary of State and shall provide to Dallas County a Certificate of Status issued by the Texas Secretary of State that serves as official evidence of the entity's existence or authority to transact business in Texas. To transact business with Dallas County, all entities must be in legal compliance pursuant to applicable laws, and shall provide to Dallas County evidence of said compliance.
40. Vendor hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
41. Where applicable, MSDS Forms must be provided with delivered products. In addition WITHOUT EXCEPTION, within 30 days after award, the successful bidder(s) MUST furnish Material Safety Data Sheets for all applicable awarded contract items to: Erin Spargo, Ph.D., Southwestern Institute of Forensic Sciences/Office of the Medical Examiner Facility, 2355 Stemmons Freeway, Dallas, Texas 75207. Dallas County reserves the right to withhold payments owed and/or terminate the contract due to non-performance if the aforementioned documents are not provided accordingly.

42. **INTERLOCAL AGREEMENT (City/State Participation Program)**

In accordance with Article 791.025 of the Texas Government Code, governmental agencies (local, state) may request to utilize County contract by executing an interlocal agreement with Dallas County to do so. Vendors are to indicate on the bid proposal page whether they are willing to extend pricing from this contract to other governmental agencies in accordance with the outlined specifications. Dallas County is indemnified against any and all claims that may arise from Interlocal Agreements entered into by the Contractor and governmental agencies.

43. **FEDERAL DEBARRED VENDORS**

No products and/or services utilizing Federal funds may be procured from vendors that are listed on the Federal Excluded Parties List aka System for Award Management (SAM). Government requirements for non-procurement suspension and debarment are contained in the OBM guidance 2CFR, part 180 that implements Executive Orders 12549 and 12689 Debarment and Suspension. Dallas County reserves the right to reject from award consideration and/or terminate any contract with any vendor found to be suspended, ineligible and/or debarred as outlined herein.

44. **TWELVE (12) MONTH WAITING PERIOD FOR EMPLOYMENT OF CERTAIN FORMER COUNTY EMPLOYEES**

In accordance with the County's Transparency Policy, any firm awarded a contract for the Procurement of goods or services shall be prohibited from hiring any individual who has previously worked for the County and in that capacity either evaluated, recommended, approved, monitored, or managed a contract involving that firm no sooner than twelve months after that individual has ceased to work for or be employed by the County. Failure to adhere to such a contractual requirement may result in the termination of the contract with the County.

IFB

ATTACHMENT S
SBE PROGRAM AND FORMS



SBE LANGUAGE

7.0 SMALL BUSINESS ENTERPRISE (SBE) PROGRAM

7.1. Definitions.

- 7.1.1. The term **"Commercially Useful Function"** is defined as a business that is directly responsible for providing the supplies or services to Dallas County as required by the solicitation or request quotes, bids or proposals. A firm is considered to perform a commercially useful function when responsible for the execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing and supervising the work involved. Example: a business that stocks sufficient quantities of supplies in direct inventory which is being held for sale or resale, to cover anticipated future demands for the suppliers is considered to be performing a commercially useful function.
- 7.1.2. A **"Contractor"** is defined as one who participates, through a contract or any other contractual agreement in a County funded contract opportunity for work, labor, services, supplies, equipment, materials, goods or any combination of the aforementioned. For purposes of this Section, a Contractor is any individual, company, or other entity seeking to do work for Dallas County regardless of the method used to procure the services or products, including but not limited to bid or solicitation. A Contractor includes but is not limited to a contractor, consultant, or vendor.
- 7.1.3. The term **"Director of Small Business Enterprise"** shall mean the Director of the County's Office of Small Business Enterprise and/or her/his designee.
- 7.1.4. The term **"Contract Administration"** shall mean the County Purchasing Department and/or his or her designee.
- 7.1.5. The **"Contract Administration Supervisor"** shall mean the Purchasing Director and/or his or her designee.
- 7.1.6. **Equal Employment Opportunity Requirements.** It is the policy of Dallas County to ensure non-discrimination in the award and administration of contracts. The Contractor or Subcontractor shall not discriminate on the basis of race, color, national origin, disability, veteran status, religion, or sex in the performance of any Dallas County contract.
- 7.1.7. **Good Faith Effort Plan.** The plan submitted with a Submittal detailing the Respondent's efforts to achieve the set aspirational goal or documenting the Good Faith Efforts to meet the goals for all elements the Solicitation. A Good Faith Effort Plan must be submitted with a Submittal for any Dallas County projects in which goals have been established.
- 7.1.8. **Metropolitan Statistical Area (MSA).** The Dallas County MSA includes the following counties: Dallas, Tarrant, Denton and Collin.
- 7.1.9. **Small Business Enterprise.** It is the policy of Dallas County to support the growth and development of Small Business Enterprise ("SBE") and ensure that SBEs have an equal opportunity to compete for and participate in Dallas County contracts. Thus, Dallas County Commissioners Court has created the

Office of Small Business Enterprise to establish and oversee a Diversity Program to ensure that SBEs have an equal opportunity to compete for and participate in Dallas County contracts. It is Dallas County's intent to:

- Ensure nondiscrimination in the award and administration of Dallas County contracts;
- Create a level playingfield on which small businesses can compete fairly for Dallas County contracts; and
- Ensure that only firms who attempt in good faith to meet the SBE good faith efforts are considered for applicable contract awards.

Consequently, the contractor shall carry out applicable requirements of the good faith effort in its proposal/bid hereunder and, if awarded the contract, the award and administration of the Contract.

7.2 SBE Goals, Good Faith Efforts and Eligibility.

The Director of Small Business Enterprise and the Contract Administration Supervisor sets the annual SBE participation contracting/subcontracting aspirational SBE goals for each contract. The contracting/subcontracting goals for this contract will be based on meeting or exceeding the **minimum aspirational SBE goal of 40%**, unless good cause exists for failing to meet the goal. The SBE aspirational goal is based on the total dollar amount of the contract.

To be recognized as an SBE, firms (contractors and/or subcontractors):

- a) Must be certified as an SBE by the following County approved entities: North Texas Regional Certification Agency (NCTRCA), DFW Minority Supplier Development Council and/or the Women's Business Council of Southwest, at the time of the proposal/bid submission. Other certifications are not acceptable;
- b) To be recognized by the County as a **qualified SBE firm**, as defined pursuant to Section 3 of the Small Business Act and relevant regulations, an SBE is a firm for which the gross revenues or number of employees averaged over the past three years, inclusive of any affiliates, is as defined by 13 C.F.R. Sec. 121.201; and
- c) Must also perform a commercially useful function on the project and have a local presence in Dallas County Metropolitan Statistical Area (MSA) in order to be counted for SBE points. The MSA includes the following counties: Dallas, Tarrant, Denton and Collin.

7.3 Utilization

The aspirational SBE or certified sub-contractor goal is expressed as a percentage of the total dollar amount of the contract going to SBE or certified Sub-Contractor for those areas which the Contractor has sub-contracted or anticipates sub-contracting. The aspirational goal shall also apply to contract amendments that require work beyond the scope of services originally required to accomplish the project.

The Respondent agrees to employ good faith efforts through the award of subcontractors to eligible SBEs and certified firms to the fullest extent possible.

Dallas County's Good Faith Effort Plan (GFEP) will be used to document SBE participation. However, all subcontractors and/or suppliers, whether certified or not, must be listed in the GFEP. The information provided

in the GFEP Form will be utilized in the development of the final contract/agreement. The GFEP Form can be found in the attachments. This form is required and considered to be a part of the response to the IFB.

Should the Good Faith Effort Plan or any of the specified documents listed below be incomplete, not signed, and/or not submitted, the bid can be deemed non-responsive.

7.4 Each Contractor must include with its proposal/bid, the following documents:

- Completed and signed **Good Faith Effort Plan**, executed by an authorized representative;
- Completed and signed **Small Business Utilization Affidavit**, executed by an authorized representative; and
- A signed and executed **Subcontractor Intent Form**, executed by an authorized representative (prime and subcontractor).

Note: All forms must be complete in their entirety and submitted as part of a Respondent's submittal.

The County reserves the right to accept or reject any certified firm and in its sole discretion is not bound by the certifying bodies' determination, if the County has a concern regarding the eligibility of the firm to meet SBE guidelines or standards. A Contractor whose proposed certified firm is rejected may contest in writing to the Office of Small Business Enterprise, in accordance with the SBE Policy. The denial of SBE certification by the Office of Small Business Enterprise is excluded from the Dallas County Purchasing Code of Ethics Protests Procedure and is exclusively governed by the appeal process set forth in the SBE Policy.

7.5 SBE Reporting. The Contractor and its subcontractors are required to electronically submit subcontractor payment information using the County's Compliance Reporting System (CRS), accessed through a link on the Dallas County SBE webpage. The Contractor and all subcontractors will be provided a unique log-in credential and password to access Compliance Reporting System.

Training on the use of the system will be provided by both Dallas County's CRS Support Staff and by the Office for Small Business Enterprise. Additional information and free online training for CRS can be found at <https://dallascounty.diversitycompliance.com>. After the prime receives payment from the County, electronic submittals will require data entry of the amount paid to each subcontractor listed on the Contractor's Good Faith Effort Plan.

7.6 Contracting. If awarded the contract, the Contractor agrees to be bound by the policies and guidelines set forth in the County's SBE Policy, which may be incorporated into the contract. If a conflict exists between the SBE section of the solicitation and the County SBE Policy, the language in the solicitation governs.

**MANDATORY
SBE SOLICITATION ATTACHMENTS**



SMALL BUSINESS UTILIZATION AFFIDAVIT

It is the policy of Dallas County to encourage the inclusion of qualified Small Business Enterprises (SBEs) to the greatest extent feasible on the County's construction, procurement and professional services contracts. Neither the County, nor its Contractors and their subcontractors shall discriminate on the basis of race, age, color, religion, national origin, or sex in the award and performance of contracts. In consideration of this policy, Dallas County has adopted the Small Business Enterprise Policy for all County contracts.

Small Business Enterprise Participation Goals

The solicitation bidding plan establishes subcontracting goals and requirements for all prospective bidders to ensure reasonable degree of SBE meaningful business utilization and participation in County contracts. It is the goal of Dallas County that a certain percentage of work under each contract be executed by one or more SBEs. For the purposes of participation percentages, Dallas County does not include amounts paid to the prime by the sub-contractor.

The apparent proposer shall agree to meet the established goals or must demonstrate and document a "good faith effort" to include SBEs in subcontracting opportunities. The apparent proposer who fails to adequately document good faith efforts to subcontract or purchase significant material supplies from SBEs may be denied award of the contract by Dallas County based on the contractor's failure to be a "responsive" or "responsible" bidder.

By signing below, I agree to provide Dallas County, Small Business Enterprise Department a completed copy of all required forms. I understand that, for the purpose of SBE subcontracting participation, any amounts paid to the prime from the sub-contractor should not be included in the above listed participation amount. Finally, I understand that if I fail to provide all of the required documents within five (5) business days after notification, my bid may be deemed "non-responsive" and I may be denied award of the contract.

Solicitation Number: _____

Company Name: _____

Typed or Printed Name of Certifying Official of Company

Date

Signature of Certifying Official of Company

Title



Small Business Enterprise Program Utilization Form

Solicitation/Project Name: _____ Solicitation #: _____

Firm Name: _____ Firm Phone # _____

Firm Address: _____ City: _____ State: _____ Zip: _____

Compliance Contact: _____ Phone #: _____ Email Address: _____

Is Your Firm Certified: _____ Certifying Agency: DFWMSDC _____ NCTRCA _____ WBC-Southwest _____ Other: _____

Total Bid Amount: _____ Amount self-performed: _____ Percentage self-performed: _____

Utilization Plan

List the firms that will be utilized on the project. Provide copies of correspondence.

SBE certified subcontractors/suppliers									
Firm Name & SBE Certification #	Tier	Person Contacted & Date	Address	Phone & Email Address	Type of Work	NAICS Code	Local or Non-Local	Dollar Amount	% of contract
							Total	\$	%

Small Business Enterprise

[Records Building](#) - 500 Elm Street, Suite 0300, Dallas, TX 75202
Telephone: (214) 653-6021 | E-Mail: sbe@dallascounty.org



Non SBE certified subcontractors/suppliers									
Firm Name	Tier	Person Contacted & Date	Address	Phone & Email Address	Type of Work	NAICS Code	Local or Non-Local	Dollar Amount	% of Total Contract
							Total	\$	%

Prime Printed Name: _____ Title: _____ Signature: _____ Date: _____

For Use by SBE Office Only

SBE Compliance Officer: _____ Date: _____

SBE Notes:



Good Faith Efforts Form

The Good Faith Efforts Form must be fully completed if the aspirational goal is **not** met.

1. Did you speak with or receive assistance from a staff member in the Small Business Enterprise

Department? _____ (Y/N) Name of staff member _____

2. Did you utilize a Dallas County SBE vendor list? If not, please explain?

Vendor List Accessed	Date of Access

3. Did you provide written notice to potential SBE subcontractors, suppliers, and vendors? Written notice should include plans, specifications, subcontractor/supplier opportunities, and deadline for submission to respondent no less than 7 days before bid submission. Please provide copies of all correspondence, including accepted and rejected SBE bids or proposals, i.e. letters, memos, emails and phone calls.

Firm Name & Address	Phone #	Person Contacted & Date	Type of Work	NAICS Code	SBE Certification No.	Response to Solicitation	Bid/Quote Amount	Company Selected (Y or N)

4. If applicable, did you participate in the pre-bid meeting? _____

Small Business Enterprise

[Records Building](#) - 500 Elm Street, Suite 0300, Dallas, TX 75202
Telephone: (214) 653-6021 | E-Mail: sbe@dallascounty.org



5. Did you identify and select specific work items to be performed and/or procurement to be fulfilled by SBEs? Please subdivide total contract work into smaller portions or quantities to permit maximum active participation by SBEs.

1.	2.	3.
4.	5.	6.

6. Did you advertise in trade publications or with local advocacy organizations? The advertisement must identify and describe subcontracting opportunities in detail, including a contact person and deadlines. Please provide a copy.

Publication Name	Date of Publication

Prime Printed Name: _____

Title: _____

Signature: _____

Date: _____

Small Business Enterprise

[Records Building](#) - 500 Elm Street, Suite 0300, Dallas, TX 75202
Telephone: (214) 653-6021 | E-Mail: sbe@dallascounty.org



**DALLAS COUNTY
SUBCONTRACTOR INTENT FORM**

To: Dallas County - Small Business Enterprise Department

Date: _____

Project Name: _____

Solicitation #: _____

_____ will provide the following good(s)/service(s):
Subcontractor on the project

to _____
Prime Contractor on the project

SBE subcontractor is certified by the following agency: _____ DFW Minority Supplier Development Council _____ NCTRCA _____ Women's Business Council SW

SBE Certification #: _____ (Certification must be kept current/valid for the entire duration of this contract. Failure to comply with this provision could be subject to removal from contract.)

For the purposes of SBE subcontracting participation, Dallas County does not include amounts paid to the prime by the sub-contractor.

Total Contract Amount for prime: \$ _____

Estimated Work Start Date: _____

Sub Participation Amount: \$ _____ %

Estimated Work End Date: _____

The undersigned intends to enter into a formal agreement with the subcontractor listed, conditioned upon being awarded the Dallas County contract. The undersigned understands that, for the purpose of SBE subcontracting participation, any amounts paid to the prime from the sub-contractor should not be included in the above listed participation amount. **Before any subcontractor/supplier substitutions are made, the prime contractor must submit an SBE Substitution Request Form to The SBE Department for approval.** Failure to comply with these provisions could result in termination of the contract, sanctions against the prime contractor, and/or ineligibility for future Dallas County contracts. The subcontractor's participation will be entered in B2GNow, Dallas County's compliance system, based upon this intent form.

Officer's Signature (Prime Contractor)

Officer's Signature (Subcontractor)

Printed Name (Prime Contractor)

Printed Name (Subcontractor)

Title (Prime Contractor)

Title (Subcontractor)

Date

Date

Please select or list all Chambers or Advocacy groups you are a member of:

	Prime	Sub
Greater Dallas Asian American Chamber of Commerce	_____	_____
Greater Dallas Black Chamber of Commerce	_____	_____
Greater Dallas Hispanic Chamber of Commerce	_____	_____
U.S. Pan Asian American Chamber of Commerce	_____	_____
Asian Contractors Association	_____	_____
Regional Black Contractors Association	_____	_____
Regional Hispanic Contractors Association	_____	_____

ITEM	ITEM DESCRIPTION	UNIT	QUANTITY
100	Preparing Right Of Way	STA.	30.76
104A	Removing Concrete	SY	5
110	Unclassified Roadway Excavation	CY	50
160	Topsoil	SY	100
247	Flexible Base (2.1.2.4. Type D Crushed Concrete)(4" Thick)(12' Wide)	CY	20
500	Mobilization	LS	1
502	Barricades, Signs, and Traffic Handling (including Project Sign)	MO.	4
531	Sidewalks - 4" thick concrete at 10'wide	SY	3417
752	Tree and Brush Removal	EA	20
764	Pump Stations and Drainage System Cleaning	LF	30

POST OAK PRESERVE _ LOCATION MAP



11/11/2025

World Imagery

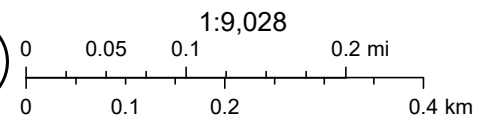
Low Resolution 15m Imagery

High Resolution 60cm Imagery

High Resolution 30cm Imagery

Citations

2.4m Resolution Metadata



Vantor, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community

Dallas
Environmental
Center

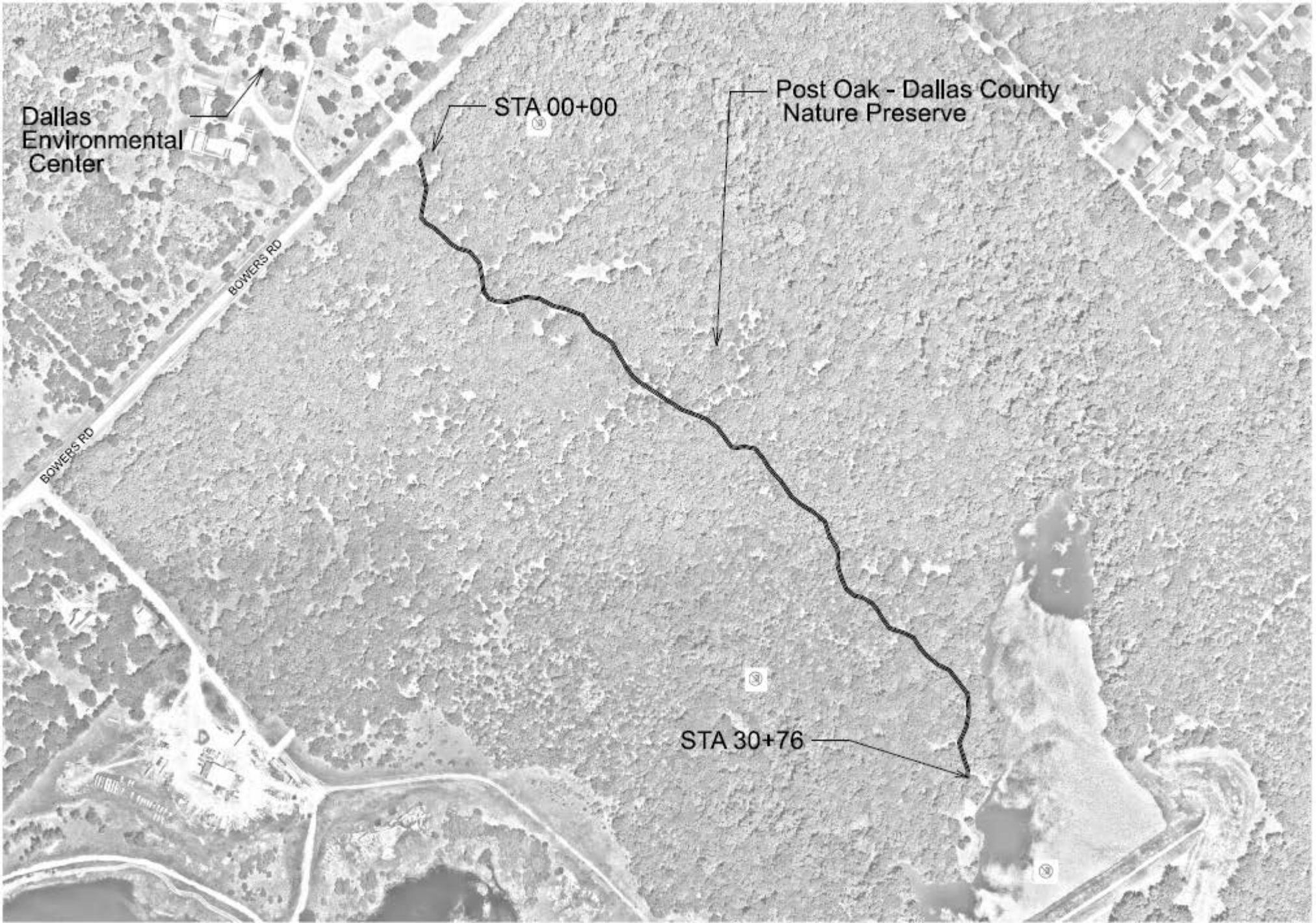
BOWERS RD

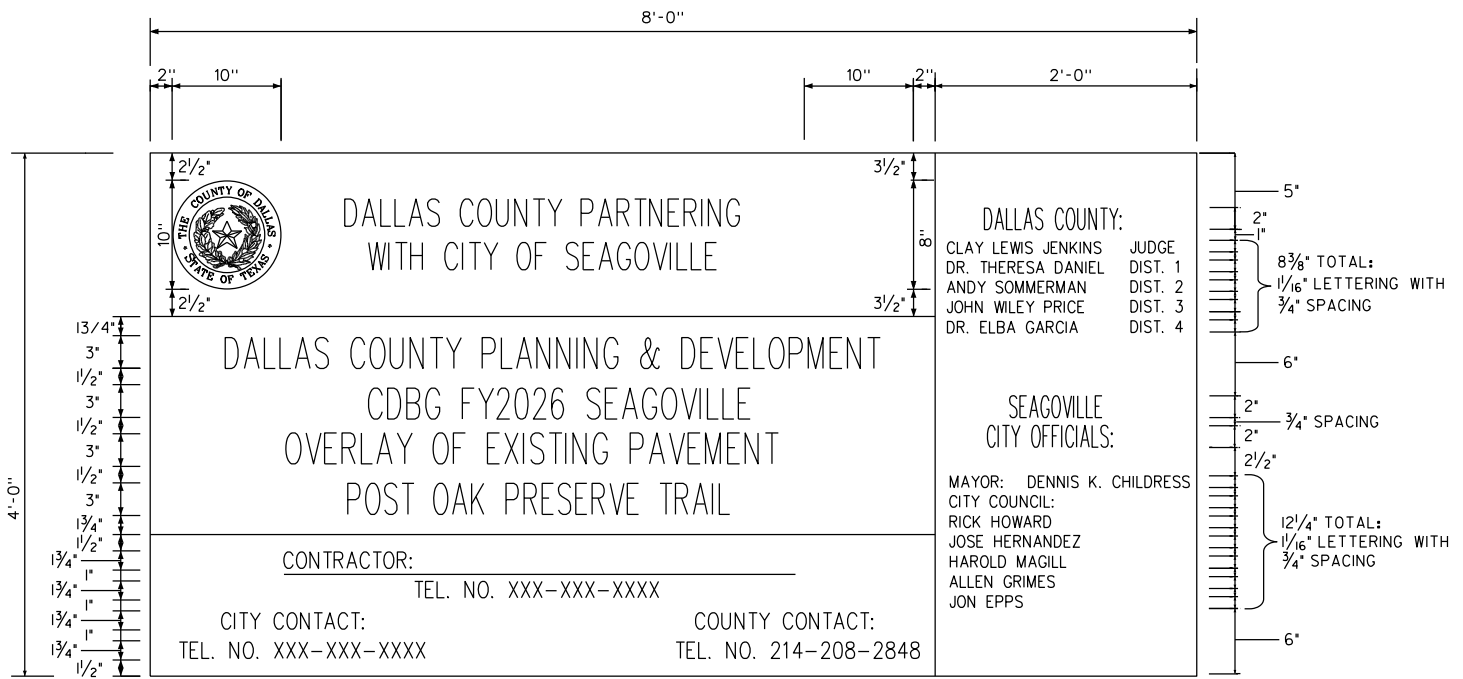
BOWERS RD

STA 00+00

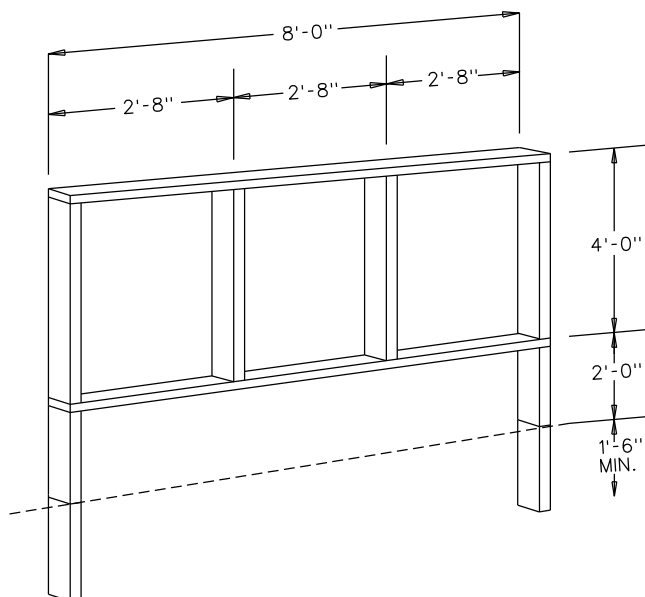
Post Oak - Dallas County
Nature Preserve

STA 30+76





PROJECT SIGN DETAIL



SIGN FRAME DETAIL

N.T.S.

NOTES:

1. LETTERING - HELVETICA REGULAR 1/16", 1/2", 2", 2 1/2", 3" & 5" SIZES. USE PREMANUFACTURED VINYL, DARK BLUE.
2. USE BOLD LETTERING 1/16" HIGH AND SPACE APART FOR COUNCIL MEMBER NAMES AND DISTRICT NUMBERS. USE 2" LETTERING FOR THE TITLE "HUTCHINS CITY OFFICIALS" & "DALLAS COUNTY".
3. PHONE NUMBERS WILL BE FURNISHED FOR EACH PROJECT.
4. CONTACT CITY OF HUTCHINS FOR CITY LOGO DETAILS.
5. SIGN PANEL SHALL BE 1/2" LAMINATED DUOLOX MASONITE OR 1/2" MARINE PLYWOOD.
6. FRAME SHALL BE 2" x 4" STOCK.
7. POST SHALL BE 4" x 6" TREATED LUMBER.
8. PAINT SHALL BE:
FRAME TO BE PAINTED "WHITE".
PAINT BACKGROUND OF SIGN "WHITE",
PAINT MESSAGE OF SIGN "BLUE",
ALL PAINT TO BE "EXTERIOR TYPE".
9. 6" SIDE SHALL BE PARALLEL TO ROADWAY.
10. ONE (1) PROJECT SIGN IS REQUIRED.

COUNTY OF DALLAS, TEXAS

DEPARTMENT OF PLANNING AND DEVELOPMENT

AND THE

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

FY 2025 CITY OF SEAGOVILLE

OVERLAY OF EXISTING PAVEMENT

FOR

POST OAK PRESERVE TRAIL

BID NO. XXXXXX

INDEX OF SHEETS

- 1 COVER SHEET
- 2 LOCATION MAP
- 3 GENERAL NOTES
- 4 QUANTITY SUMMARY SHEET
- 5 PROJECT SIGN DETAIL
- 6-10 SWPPP DETAILS
- 11 CONSTRUCTION DETAIL 251-D-1003A
- 12 CONSTRUCTION DETAIL 251-D-1007A
- 13 CONSTRUCTION DETAIL 251-D-1013
- 14 CONSTRUCTION DETAIL 251-D-1014



THE SEAL APPEARING ON THIS
DOCUMENT WAS AUTHORIZED BY
MOTASEM ALJAAFREH NO. 141844
ON NOV.13,2025

COUNTY OFFICIALS

COUNTY JUDGE
CLAY JENKINS

COMMISSIONER DISTRICT #1
Dr. THERESA DANIEL

COMMISSIONER DISTRICT #2
ANDY SOMMERMAN

COMMISSIONER DISTRICT #3
JOHN WILEY PRICE

COMMISSIONER DISTRICT #4
Dr. ELBA GARCIA

LENGTH OF PROJECT
3076.00 L.F.
OR
0.58 MILES

CONSTRUCTION TYPE
TRAIL PAVEMENT OVERLAY



1
14

APPROVALS

COUNTY OF DALLAS, TX
RECOMMENDED FOR
APPROVAL DATED _____, 20____

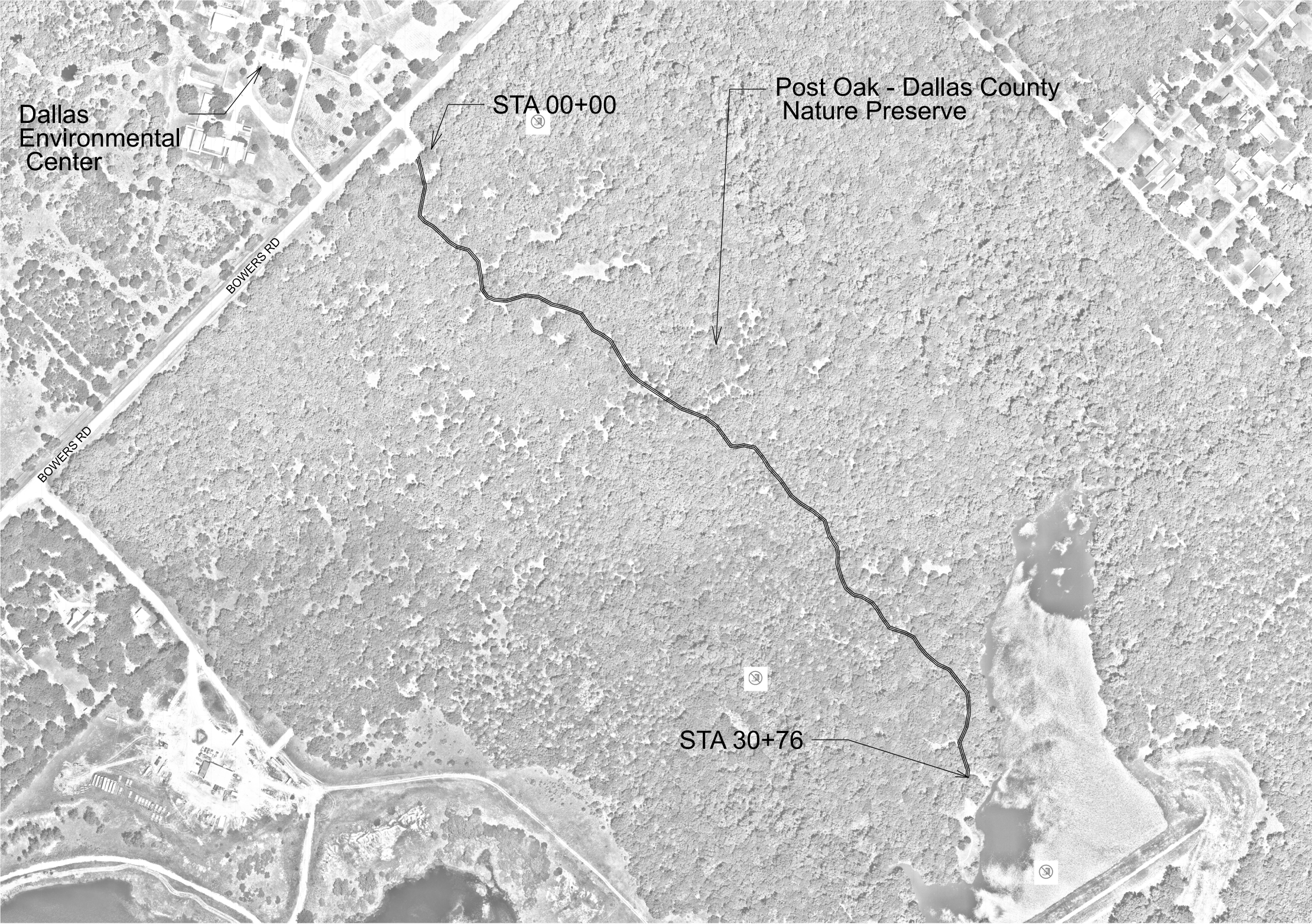
APPROVED _____

APPROVED _____, 20____

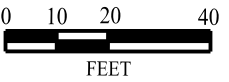
ASSISTANT DIRECTOR OF PLANNING AND DEVELOPMENT

APPROVED _____, 20____

DIRECTOR OF PLANNING AND DEVELOPMENT



2
14



NO.	REVISION	BY	DATE
COUNTY OF DALLAS, TEXAS			
DEPARTMENT OF PLANNING AND DEVELOPMENT			
OVERLAY OF EXISTING PAVEMENT STA. 0+00 TO 30+76			
CDBG SAEGOVILLE OVERLAY OF EXISTING PAVEMENT			
POST OAK PRESERVE TRAIL			
CDBG PROG. NO. xxxx			
DESIGNED-		DATE-	FILE-
APPROVED-		CHECKED-	SHEET-

GENERAL NOTES AND BID ITEM NOTES

1.

Working hours are Monday through Friday from 7 a.m. to 6 p.m.. Work is not allowed on Saturdays, Sundays, or Holidays without written permission from the Dallas County Planning & Development Project Manager.
2.

Two way traffic shall be required at all times on Bowers Rd.; contractor to provide a flagman as needed.
3.

Single lane closures may only occur Monday through Friday from 9 a.m. to 4 p.m. Bowers Rd.
4.

No street closings without written permission of the Dallas County Planning & Development Project Manager.
5.

Contractor shall notify all franchise utilities (i.e. electric, telephone, gas, cable TV, etc.) at 1- 800-DIG-TESS and the City of Seagoville for water and waste water facilities at tel: XXX- XXX- XXX 72-hrs. prior to any construction.
6.

Contractor shall notify Dallas County Construction Inspector a minimum of 48-hours prior to commencing construction.
7.

Contractor shall notify all property owners 24-hours in advance of any construction near their property.
8.

Contractor shall remove all excess material at the end of each workday.
9.

It is the Contractor's responsibility to keep all drainage facilities open at all times (i.e. ditches, inlets, etc.).
10.

No storage of materials on private property without written permission of the property owner; if written permission is obtained, the Contractor shall restore the private property to original or better condition; two (2) copies of each written permission shall be delivered to the Dallas County Planning and Development Project Manager.
11.

Contractor shall obtain a temporary construction water meter with a backflow preventer from the City of Seagoville if needed; water consumption, deposit and repair costs, etc., shall be subsidiary to the construction of the project.
12.

Weekly construction meetings with the Dallas County Team to be held at the job site.
13.

2024 Edition of the Texas Department of Transportation (TxDOT) Standard Specifications for Construction of Highways, Streets, and Bridges shall apply.
14.

The Contractor shall maintain two-way traffic at all times on Bowers Road. Flaggers shall be provided as necessary to safely direct traffic. No separate payment will be made for this work; all costs shall be considered incidental to the contract.
15.

Proper construction signage and barricading per the latest edition of the Texas Manual on Uniform Traffic Control Devices (TMUTCD) is required.
16.

The Project Construction Sign, one (1), shall be subsidiary to the costs of 100 - Preparing Right Of Way.
17.

Contractor shall submit a Construction Schedule with itemized tasks, subtasks, etc., for approval via email to Dallas County Project Manager on or before the date of the Pre- Construction Conference; this Construction Schedule shall be updated weekly and reviewed at the Weekly Construction Meetings.
18.

Contractor shall submit Batch Designs for all asphalt, concrete, cement treated base, etc., materials for approval via email to Dallas County Project Manager a minimum of 72-hrs. prior to commencing construction.
19.

In the adoption of the Texas Department of Transportation (TxDOT), Specifications, it is understood that any reference to the Texas Department of Transportation, (TxDOT), shall be interpreted to include the County of Dallas as applicable; any conflict between the General Provisions of the NCTCOG Specifications, the TxDOT Specifications and/or the County of Dallas Specifications, as contained herein, shall be decided by the Engineer. The general order of precedence shall be followed:

a.

County of Dallas General Provisions

b.

City of Dallas Standard Construction Details (251-D)

c.

TxDOT General Provisions and Specifications

d.

NCTCOG General Provisions and Specifications
20.

The Contractor shall provide for continuous supervision of construction and a Superintendent, or his representative, shall be on the project site at all times during working hours. The Superintendent shall, at all times, have in his immediate possession a complete set of current Contract Documents including the Plans and Specifications. The Superintendent shall be fully authorized to act on behalf of the Contractor in all matters pertaining to the Work.
21.

Contractor shall comply with OSHA Regulations and State of Texas Laws concerning excavation, trenching and shoring.
22.

The Contractor shall haul away all waste material such as rubbish, pavement, concrete pipe, unacceptable soil, etc., to an approved offsite landfill. This shall be subsidiary to the various pay items of the contract.
23.

Item 100, Preparing Right of Way shall be full compensation for removing and properly disposing of all obstructions, rubbish, and debris, including trees, stumps, bushes, shrubs, vegetation, roots, etc., within the Right of Way and within all easements as shown on the plans. Shall also include preparing the existing pavement by pressure washing it to ensure it is suitable for use as the base for the proposed 4-inch concrete layer.
24.

Item 110, Unclassified Roadway Excavation shall be full compensation for the removal of required street excavation, including existing concrete curb and gutter, driveways, sidewalks, aprons, etc., existing asphalt pavement, driveways, etc., existing gravel driveways, and properly disposing of same, within the Right of Way and within all easements as shown on the plans.
25.

The Contractor shall strip and stockpile the existing topsoil from Unclassified Roadway Excavation for use in final dressing of the parkway areas. If sufficient topsoil is not available from Unclassified Roadway Excavation, the Contractor shall furnish suitable, friable, material to properly dress the parkway areas per Item 160 - Topsoil.
26.

Item 104A Remove Concrete – Landscape Entrance Wall, Complete, shall consist of the removal of an existing trail. The existing trail head is to be completely removed and properly disposed of.
27.

Testing of materials required for the construction of the paving improvements shall be performed by an agency, approved by the County and City, for testing materials. Procurement of the testing laboratory and the payment of such testing services shall be made by the County, any re-test and related payments shall be made by the Contractor, in accordance with the special requirements. It shall be the Contractor's responsibility to ensure, by the standard testing procedures, that the work constructed meets the requirements of the County and City and project specifications.
28.

Fifth Edition, 2023, of the North Central Texas Council of Governments (NCTCOG) Standard Specifications for Public Works Construction shall apply for water and waste water systems work.
29.

City of Seagoville Water and Waste Water Utilities drawings, details, standard appurtenances, and specifications for water & waste water system construction methods shall apply for all water and waste water main, fire hydrant, valve, water service, and related appurtenances construction unless noted otherwise.
30.

Keep the work site clean and safe. Safety equipment is very important.
31.

Preliminary / Final Walk-Throughs are for Substantial / Final Completions, respectively.
32.

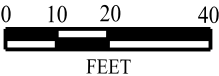
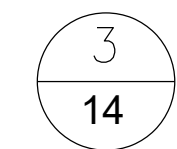
Construction Staking is the responsibility of the contractor. No separate payment will be made for this work; all costs shall be considered incidental to the contract
33.

Tree Protection is required per the construction inspector directions.
34.

Material storage, equipment cleaning/liquid disposal, tree attachments of signs is prohibited
35.

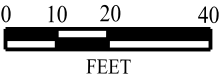
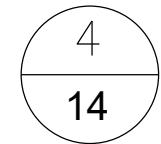
The concrete trail shall be 3,500 psi 4" thick concrete 10 foot wide with #3 Rebar 18" on center maximum each way placed over existing asphalt milled base (Some areas may be over placement of the Flexible Base bid item in areas where the existing asphalt milled base is non-existent or lacking. Flexible Base, as needed, shall be placed 12 foot wide 4" thick over 6" thick prepared subgrade. Prepared subgrade, as needed, shall be 12 foot by 6" thick scarified, watered and compacted to 95% maximum density.
36.

Maximum spacing for expansion joints is 100 feet consisting of 24" smooth dowels 24" on center maximum with tight fitting caps and half the bar(s) greased on the capped side of each dowel. The use of dowel baskets is required. Maximum spacing for control joints is 10 feet.

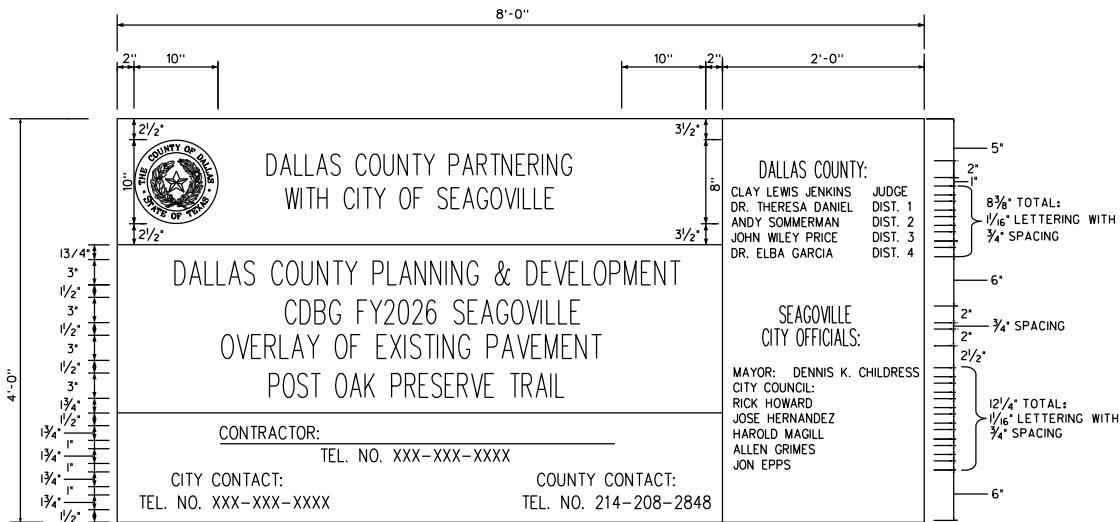


NO.	REVISION	BY	DATE
COUNTY OF DALLAS, TEXAS			
DEPARTMENT OF PLANNING AND DEVELOPMENT			
OVERLAY OF EXISTING PAVEMENT STA. 0+00 TO 30+76			
CDBG SAEGOVILLE OVERLAY OF EXISTING PAVEMENT			
POST OAK PRESERVE TRAIL			
CDBG PROG. NO. XXXX			
DESIGNED-	AMM	DATE-	FILE-
APPROVED-	CHECKED-	DATE-	SHEET-

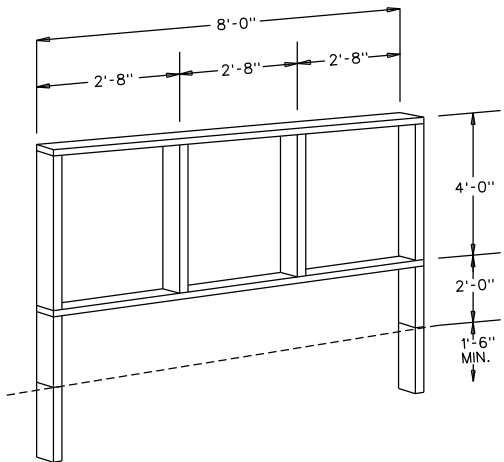
ITEM	ITEM DESCRIPTION	UNIT	QUANTITY
100	Preparing Right Of Way	STA.	30.76
104A	Removing Concrete	SY	5
110	Unclassified Roadway Excavation	CY	50
160	Topsoil	SY	100
247	Flexible Base (2.1.2.4. Type D Crushed Concrete)(4" Thick)(12' Wide)	CY	20
500	Mobilization	LS	1
502	Barricades, Signs, and Traffic Handling (including Project Sign)	LS	1
531	Sidewalks - 4" thick concrete at 10' wide	SY	3417
752	Tree and Brush Removal	EA	20
764	Pump Stations and Drainage System Cleaning	LF	30
1000 A	City of Seagoville- Construction Permit	LS	1



NO.	REVISION	BY	DATE
COUNTY OF DALLAS, TEXAS			
DEPARTMENT OF PLANNING AND DEVELOPMENT			
OVERLAY OF EXISTING PAVEMENT STA. 0+00 TO 30+76			
CDBG SAEGOVILLE OVERLAY OF EXISTING PAVEMENT			
POST OAK PRESERVE TRAIL			
CDBG PROG. NO. xxxx			
DESIGNED-		DATE-	FILE-
APPROVED-		CHECKED-	SHEET-



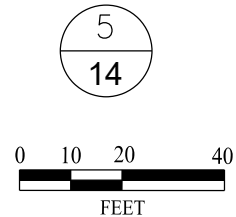
PROJECT SIGN DETAIL



SIGN FRAME DETAIL
N.T.S.

NOTES:

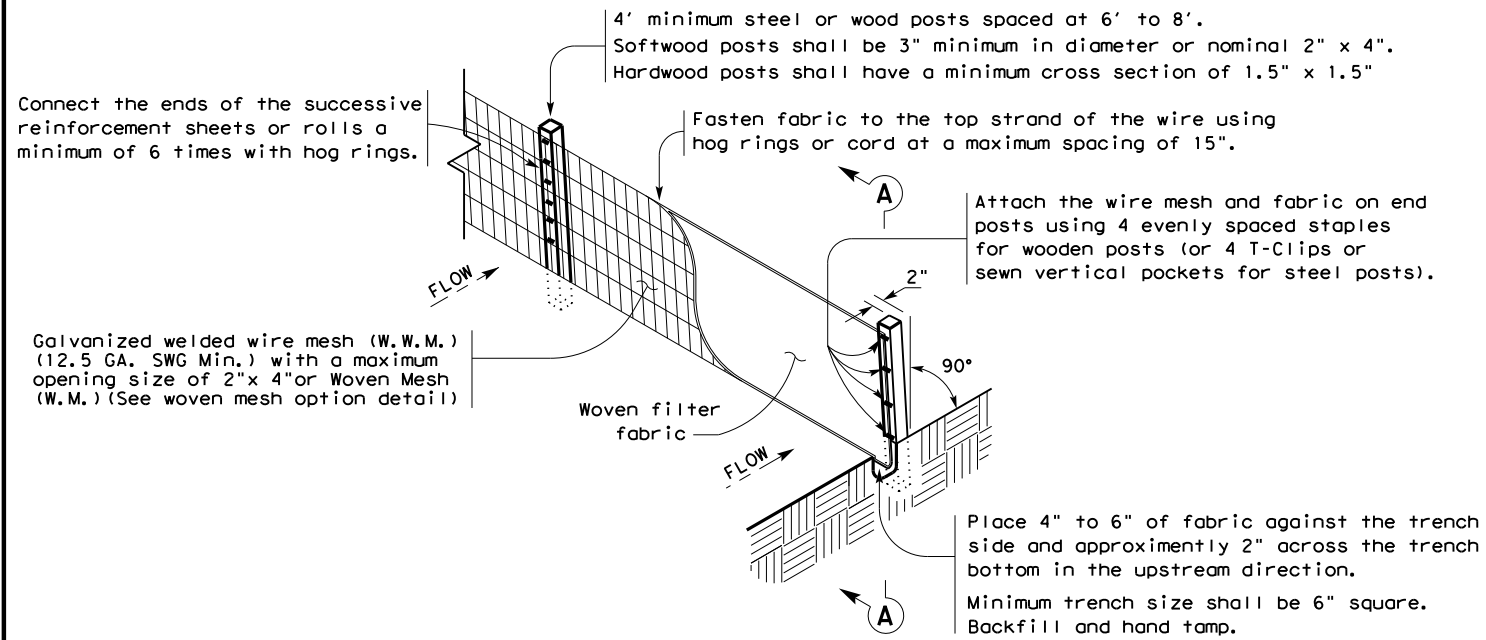
1. LETTERING - HELVETICA REGULAR 1 1/16", 1 1/2", 2", 2 1/2", 3" & 5" SIZES. USE PREMANUFACTURED VINYL, DARK BLUE.
2. USE BOLD LETTERING 1 1/16" HIGH AND SPACE APART FOR COUNCIL MEMBER NAMES AND DISTRICT NUMBERS. USE 2" LETTERING FOR THE TITLE "HUTCHINS CITY OFFICIALS" & "DALLAS COUNTY".
3. PHONE NUMBERS WILL BE FURNISHED FOR EACH PROJECT.
4. CONTACT CITY OF HUTCHINS FOR CITY LOGO DETAILS.
5. SIGN PANEL SHALL BE 1/2" LAMINATED DUOLOX MASONITE OR 1/2" MARINE PLYWOOD.
6. FRAME SHALL BE 2" x 4" STOCK.
7. POST SHALL BE 4" x 6" TREATED LUMBER.
8. PAINT SHALL BE:
FRAME TO BE PAINTED "WHITE".
PAINT BACKGROUND OF SIGN "WHITE".
PAINT MESSAGE OF SIGN "BLUE".
ALL PAINT TO BE "EXTERIOR TYPE".
9. 6" SIDE SHALL BE PARALLEL TO ROADWAY.
10. ONE (1) PROJECT SIGN IS REQUIRED.



NO.	REVISION	BY	DATE
COUNTY OF DALLAS, TEXAS			
DEPARTMENT OF PLANNING AND DEVELOPMENT			
OVERLAY OF EXISTING PAVEMENT STA. 0+00 TO 30+76			
CDBG SAEGOVILLE OVERLAY OF EXISTING PAVEMENT			
POST OAK PRESERVE TRAIL			
CDBG PROG. NO. xxxx			
DESIGNED	DRAWN	DATE	FILE
APPROVED	CHECKED	SCALE	SHEET

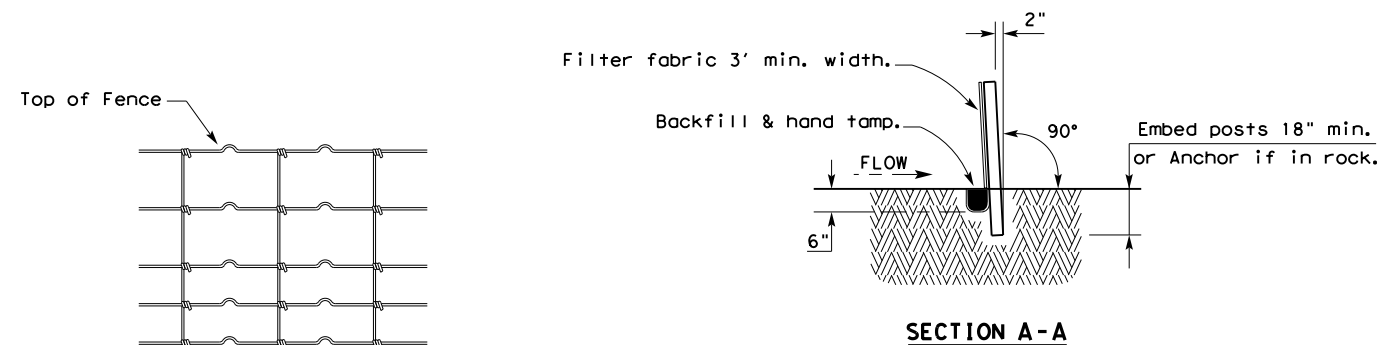
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DATE
FILE



TEMPORARY SEDIMENT CONTROL FENCE

SCF



HINGE JOINT KNOT WOVEN MESH (OPTION) DETAIL

Galvanized hinge joint knot woven mesh (12.5 GA. SWG Min.) requires a minimum of five horizontal wires spaced at a maximum of 12 inches apart and all vertical wires spaced at a maximum of 12 inches apart.

SEDIMENT CONTROL FENCE USAGE GUIDELINES

A sediment control fence may be constructed near the downstream perimeter of a disturbed area along a contour to intercept sediment from overland runoff. A 2 year storm frequency may be used to calculate the flow rate to be filtered.

Sediment control fence should be sized to filter a maximum flow through rate of 100 GPM/FT². Sediment control fence is not recommended to control erosion from a drainage area larger than 2 acres.

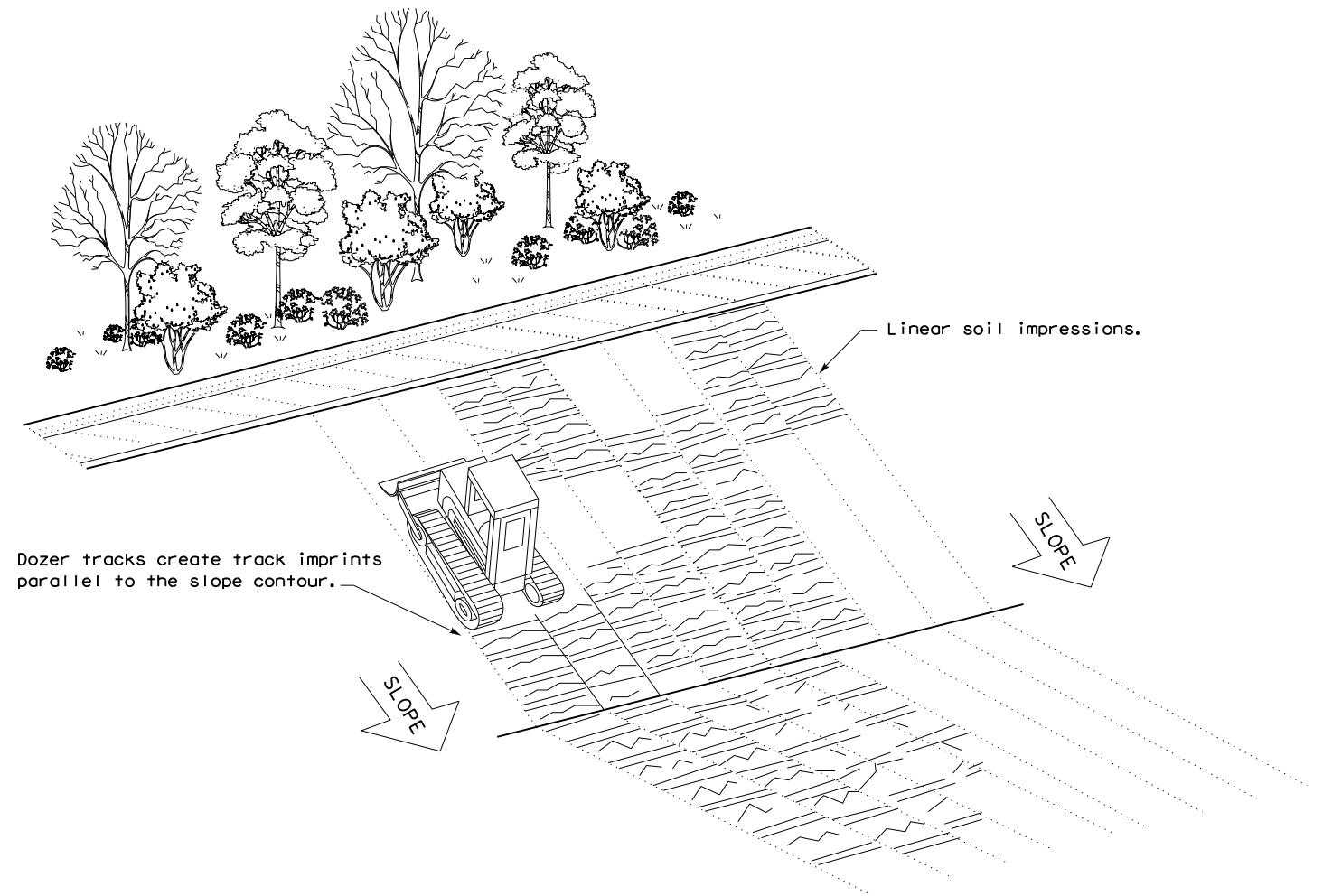
LEGEND

Sediment Control Fence

SCF


GENERAL NOTES

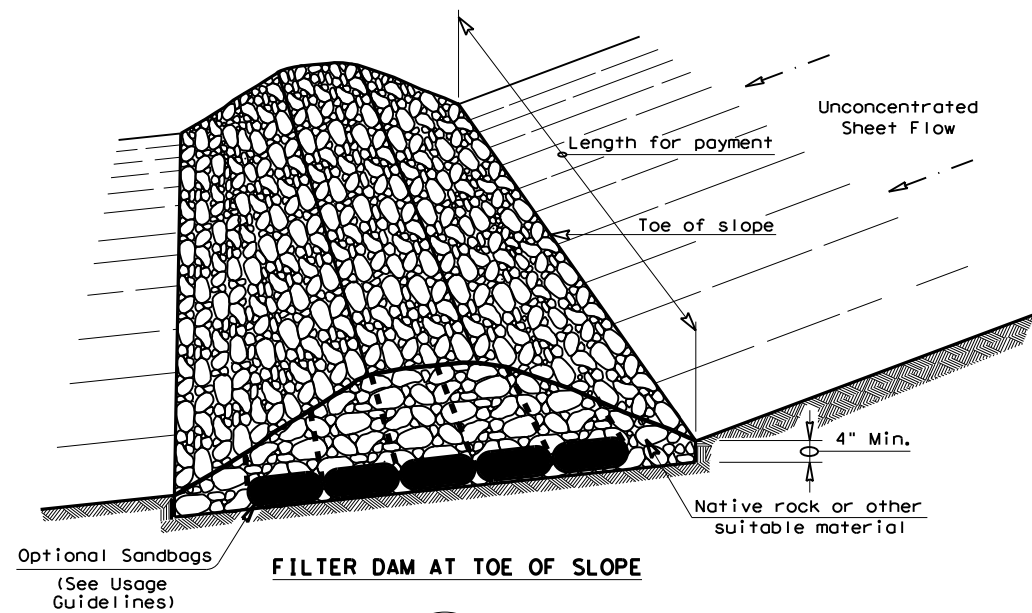
1. Vertical tracking is required on projects where soil distributing activities have occurred unless otherwise approved.
2. Perform vertical tracking on slopes to temporarily stabilize soil.
3. Provide equipment with a track undercarriage capable of producing linear soil impressions measuring a minimum of 12" in length by 2" to 4" in width by 1/2" to 2" in depth.
4. Do not exceed 12" between track impressions.
5. Install continuous linear track impressions where the minimum 12" length impressions are perpendicular to the slope or direction of water flow.



VERTICAL TRACKING

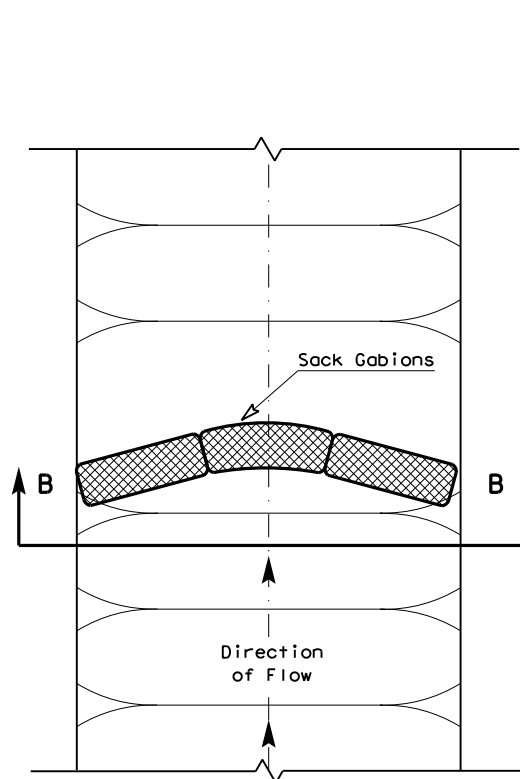
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14

 Texas Department of Transportation				Design Division Standard	
TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES FENCE & VERTICAL TRACKING EC(1)-16					
FILE: ec116	DN: TxDOT	CK: KM	DW: VP	DN/CK: LS	
© TxDOT: JULY 2016	CONT	SECT	JOB	HIGHWAY	
REVISIONS		DIST	COUNTY	SHEET NO.	

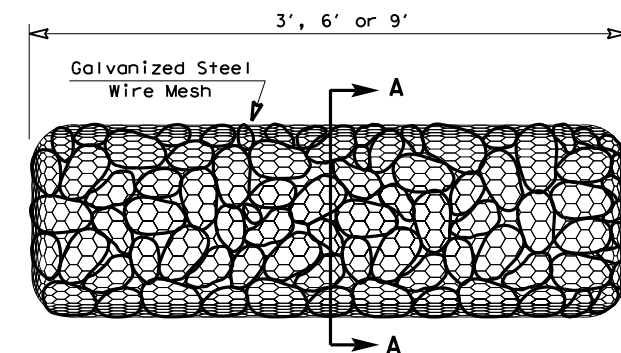


OPTIONAL SANDBAGS
(SEE USAGE GUIDELINES)

— RFD1 —

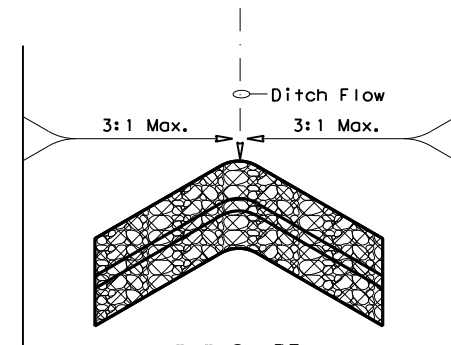


PLAN VIEW

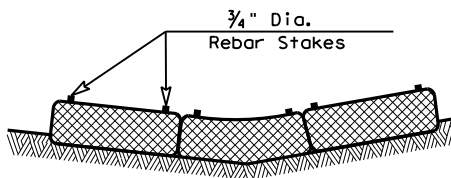


TYPE 4 (SACK GABIONS)

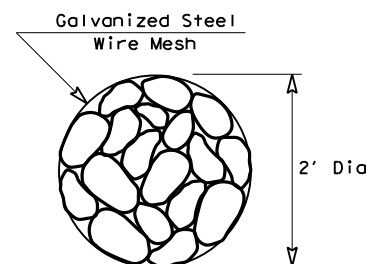
— RFD4 —



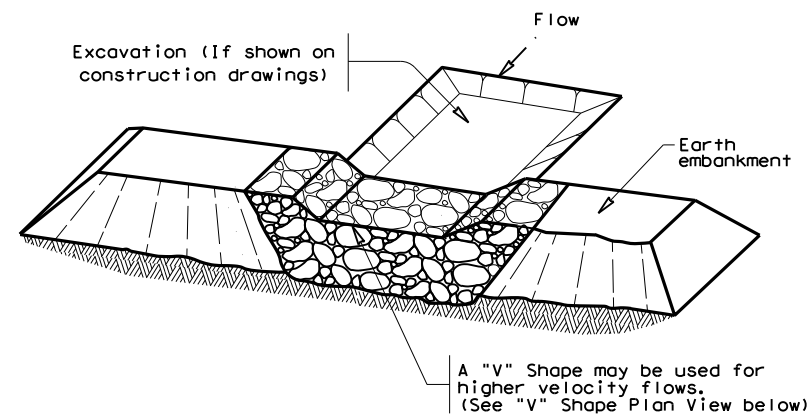
"V" SHAPE
PLAN VIEW



SECTION B-B

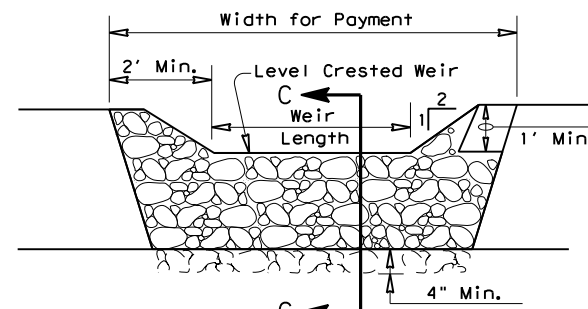


SECTION A-A

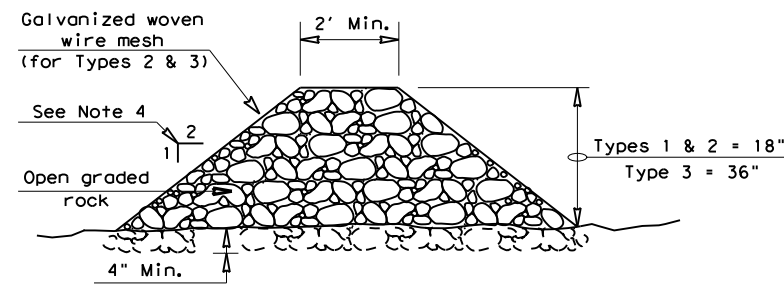


FILTER DAM AT SEDIMENT TRAP

— RFD1 — OR — RFD2 —



PROFILE



SECTION C-C

ROCK FILTER DAM USAGE GUIDELINES

Rock Filter Dams should be constructed downstream from disturbed areas to intercept sediment from overland runoff and/or concentrated flow. The dams should be sized to filter a maximum flow through rate of 60 GPM/FT² of cross sectional area. A 2 year storm frequency may be used to calculate the flow rate.

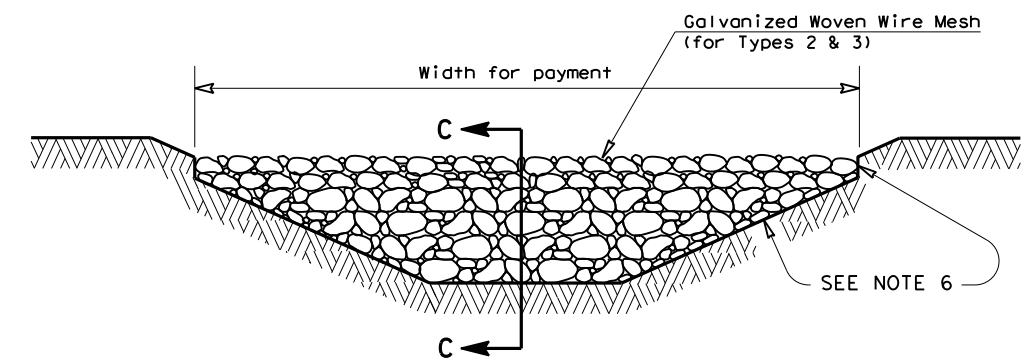
Type 1 (18" high with no wire mesh) (3" to 6" aggregate): Type 1 may be used at the toe of slopes, around inlets, in small ditches, and at dike or swale outlets. This type of dam is recommended to control erosion from a drainage area of 5 acres or less. Type 1 may not be used in concentrated high velocity flows (approximately 8 Ft/Sec or more) in which aggregate wash out may occur. Sandbags may be used at the embedded foundation (4" deep min.) for better filtering efficiency of low flows if called for on the plans or directed by the Engineer.

Type 2 (18" high with wire mesh) (3" to 6" aggregate): Type 2 may be used in ditches and at dike or swale outlets.

Type 3 (36" high with wire mesh) (4" to 8" aggregate): Type 3 may be used in stream flow and should be secured to the stream bed.

Type 4 (Sack gabions) (3" to 6" aggregate): Type 4 May be used in ditches and smaller channels to form an erosion control dam.

Type 5: Provide rock filter dams as shown on plans.



FILTER DAM AT CHANNEL SECTIONS

— RFD1 — OR — RFD2 — OR — RFD3 —


GENERAL NOTES

1. If shown on the plans or directed by the Engineer, filter dams should be placed near the toe of slopes where erosion is anticipated, upstream and/or downstream at drainage structures, and in roadway ditches and channels to collect sediment.
2. Materials (aggregate, wire mesh, sandbags, etc.) shall be as indicated by the specification for "Rock Filter Dams for Erosion and Sedimentation Control".
3. The rock filter dam dimensions shall be as indicated on the SW3P plans.
4. Side slopes should be 2:1 or flatter. Dams within the safety zone shall have sideslopes of 6:1 or flatter.
5. Maintain a minimum of 1' between top of rock filter dam weir and top of embankment for filter dams at sediment traps.
6. Filter dams should be embedded a minimum of 4" into existing ground.
7. The sediment trap for ponding of sediment laden runoff shall be of the dimensions shown on the plans.
8. Rock filter dam types 2 & 3 shall be secured with 20 gauge galvanized woven wire mesh with 1" diameter hexagonal openings. The aggregate shall be placed on the mesh to the height & slopes specified. The mesh shall be folded at the upstream side over the aggregate and tightly secured to itself on the downstream side using wire ties or hog rings. For in stream use, the mesh should be secured or staked to the stream bed prior to aggregate placement.
9. Sack Gabions should be staked down with 3/4" dia. rebar stakes, and have a double-twisted hexagonal weave with a nominal mesh opening of 2 1/2" x 3 1/4".
10. Flow outlet should be onto a stabilized area (vegetation, rock, etc.).
11. The guidelines shown hereon are suggestions only and may be modified by the Engineer.

PLAN SHEET LEGEND

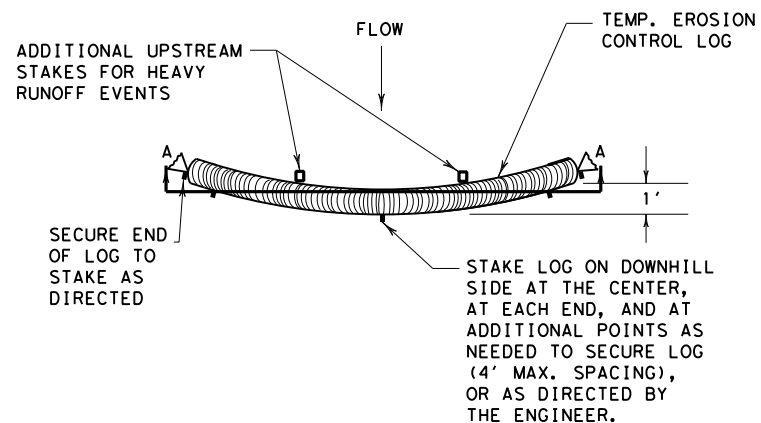
- Type 1 Rock Filter Dam — RFD1 —
Type 2 Rock Filter Dam — RFD2 —
Type 3 Rock Filter Dam — RFD3 —
Type 4 Rock Filter Dam — RFD4 —

7
14

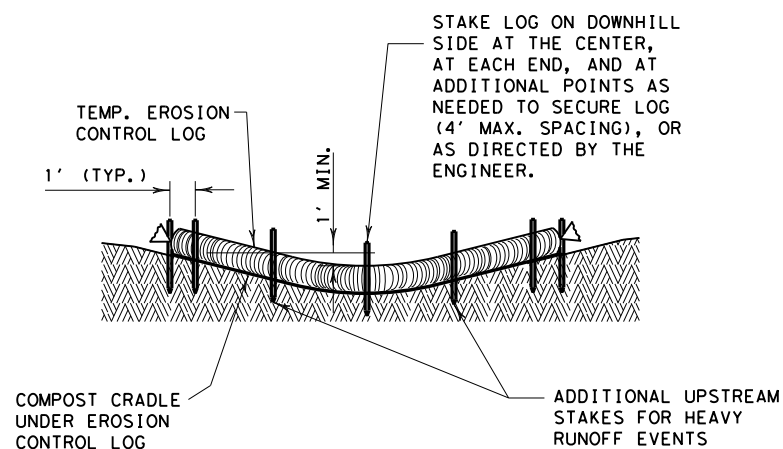
 <i>Texas Department of Transportation</i>				<i>Design Division Standard</i>	
<div>TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES ROCK FILTER DAMS EC(2) - 16</div>					
FILE: ec216		DN: TxDOT	CK: KM	DW: VP	DN/CK: LS
© TxDOT: JULY 2016		CONT	SECT	JOB	HIGHWAY
REVISIONS		DIST	COUNTY		SHEET NO.

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DATE:
FILE:



PLAN VIEW



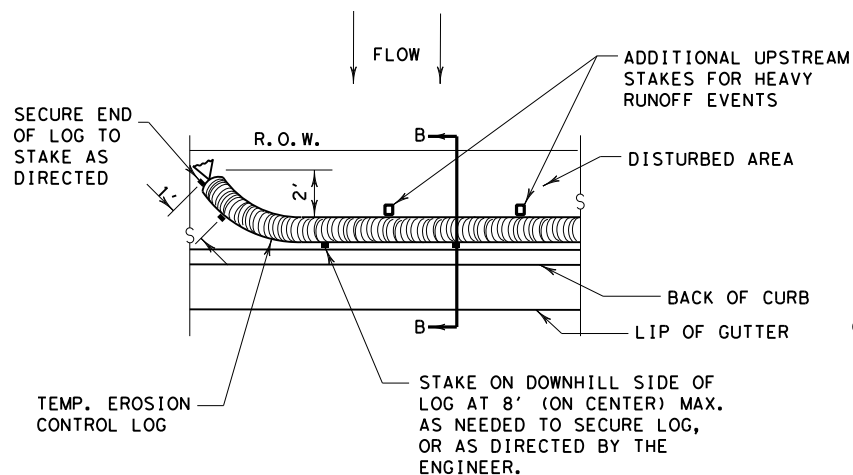
SECTION A-A

EROSION CONTROL LOG DAM

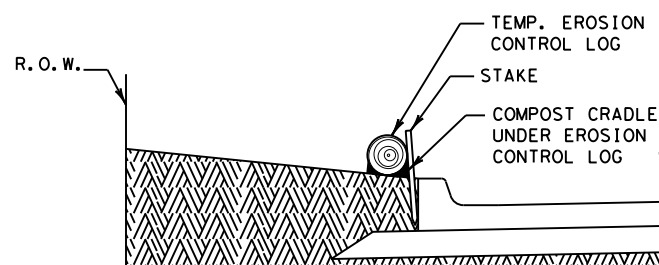
CL-D

LEGEND

- CL-D EROSION CONTROL LOG DAM
- CL-BOC EROSION CONTROL LOG AT BACK OF CURB
- CL-ROW EROSION CONTROL LOG AT EDGE OF RIGHT-OF-WAY
- CL-SST EROSION CONTROL LOGS ON SLOPES STAKE AND TRENCHING ANCHORING
- CL-SSL EROSION CONTROL LOGS ON SLOPES STAKE AND LASHING ANCHORING
- CL-DI EROSION CONTROL LOG AT DROP INLET
- CL-CI EROSION CONTROL LOG AT CURB INLET
- CL-GI EROSION CONTROL LOG AT CURB & GRATE INLET



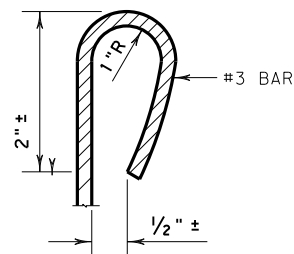
PLAN VIEW



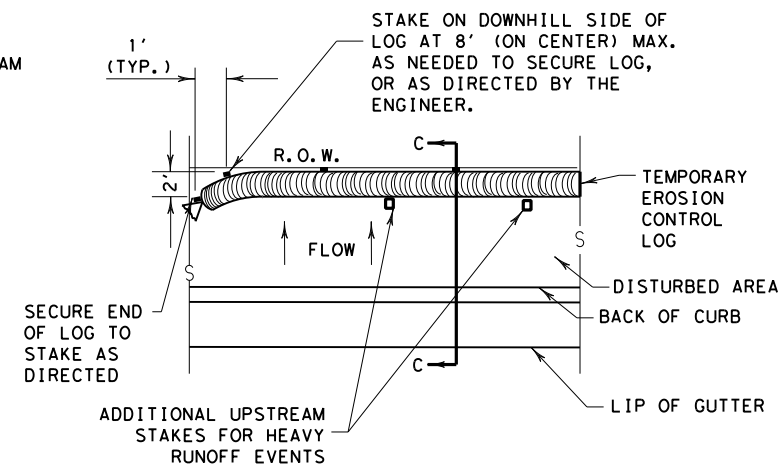
SECTION B-B

EROSION CONTROL LOG AT BACK OF CURB

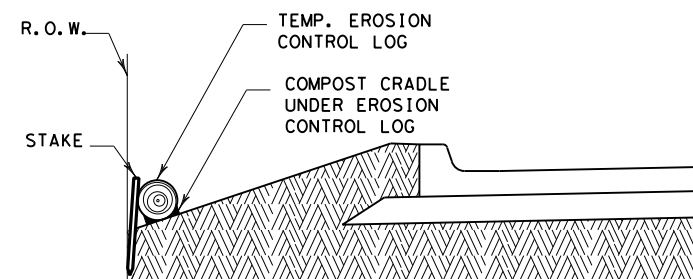
CL-BOC



REBAR STAKE DETAIL



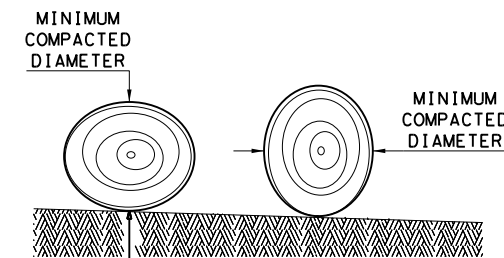
PLAN VIEW



SECTION C-C

EROSION CONTROL LOG AT EDGE OF RIGHT-OF-WAY

CL-ROW



DIAMETER MEASUREMENTS OF EROSION CONTROL LOGS SPECIFIED IN PLANS

8

14

SHEET 1 OF 3

		Design Division Standard	
TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES			
EROSION CONTROL LOG			
EC(9) - 16			
FILE: ec916	DN: TxDOT	CK: KM	DW: LS/PT
© TxDOT: JULY 2016	CONT	SECT	JOB
REVISIONS		DIST	COUNTY
		SHEET NO.	

GENERAL NOTES:

1. EROSION CONTROL LOGS SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS, OR AS DIRECTED BY THE ENGINEER.
2. LENGTHS OF EROSION CONTROL LOGS SHALL BE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS AND AS REQUIRED FOR THE PURPOSE INTENDED.
3. UNLESS OTHERWISE DIRECTED, USE BIODEGRADABLE OR PHOTODEGRADABLE CONTAINMENT MESH ONLY WHERE LOG WILL REMAIN IN PLACE AS PART OF A VEGETATIVE SYSTEM. FOR TEMPORARY INSTALLATIONS, USE RECYCLABLE CONTAINMENT MESH.
4. FILL LOGS WITH SUFFICIENT FILTER MATERIAL TO ACHIEVE THE MINIMUM COMPACTED DIAMETER SPECIFIED IN THE PLANS WITHOUT EXCESSIVE DEFORMATION.
5. STAKES SHALL BE 2" X 2" WOOD OR #3 REBAR, 2'-4' LONG, EMBEDDED SUCH THAT 2" PROTRUDES ABOVE LOG, OR AS DIRECTED BY THE ENGINEER.
6. DO NOT PLACE STAKES THROUGH CONTAINMENT MESH.
7. COMPOST CRADLE MATERIAL IS INCIDENTAL & WILL NOT BE PAID FOR SEPARATELY.
8. SANDBAGS USED AS ANCHORS SHALL BE PLACED ON TOP OF LOGS & SHALL BE OF SUFFICIENT SIZE TO HOLD LOGS IN PLACE.
9. TURN THE ENDS OF EACH ROW OF LOGS UPSLOPE TO PREVENT RUNOFF FROM FLOWING AROUND THE LOG.
10. FOR HEAVY RUNOFF EVENTS, ADDITIONAL UPSTREAM STAKES MAY BE NECESSARY TO KEEP LOG FROM FOLDING IN ON ITSELF.

SEDIMENT BASIN & TRAP USAGE GUIDELINES

An erosion control log sediment trap may be used to filter sediment out of runoff draining from an unstabilized area.

Log Traps: The drainage area for a sediment trap should not exceed 5 acres. The trap capacity should be 1800 CF/Acre (0.5" over the drainage area).

Control logs should be placed in the following locations:

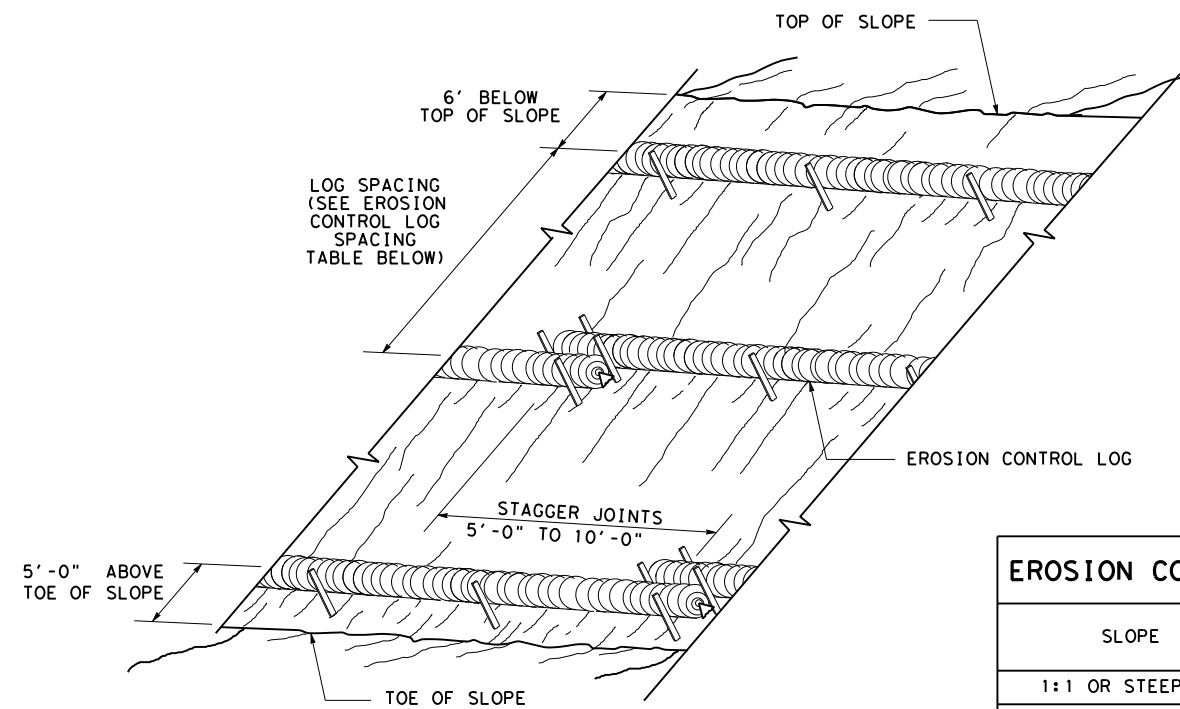
1. Within drainage ditches spaced as needed or min. 500' on center
2. Immediately preceding ditch inlets or drain inlets
3. Just before the drainage enters a water course
4. Just before the drainage leaves the right of way
5. Just before the drainage leaves the construction limits where drainage flows away from the project.

The logs should be cleaned when the sediment has accumulated to a depth of 1/2 the log diameter.

Cleaning and removal of accumulated sediment deposits is incidental and will not be paid for separately.

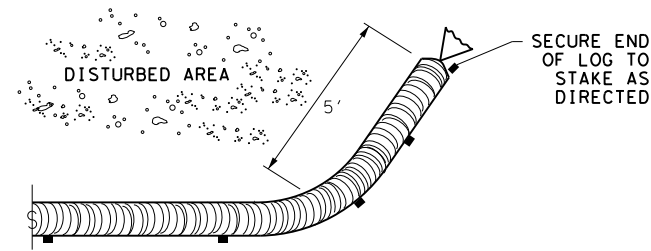
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DATE:
FILE:



EROSION CONTROL LOGS ON SLOPES
STAKE AND TRENCHING ANCHORING

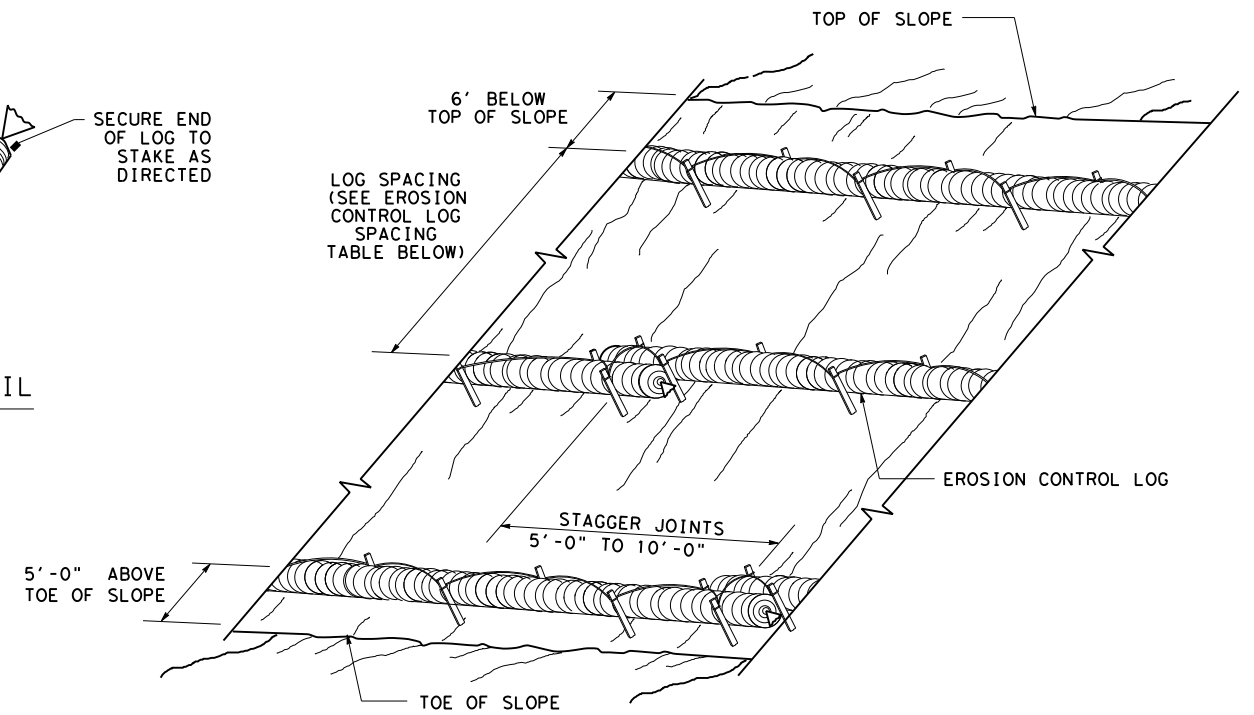
CL-SST



END SECTION RAP DETAIL

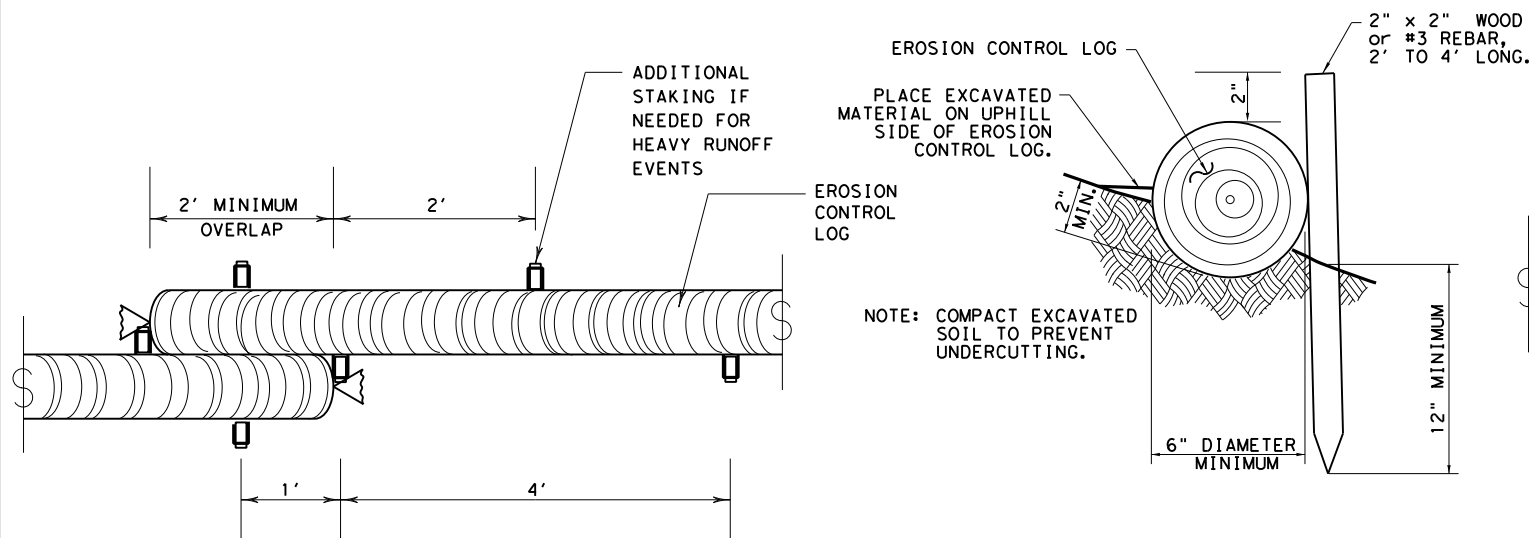
EROSION CONTROL LOG SPACING TABLE				
SLOPE	LOG DIAMETER			
	6"	8"	12"	18"
1:1 OR STEEPER	5'	10'	15'	20'
2:1	10'	20'	30'	40'
3:1	15'	30'	45'	60'
4:1 OR FLATTER	20'	40'	60'	80'

* ADJUSTMENTS CAN BE MADE FOR SOIL TYPE:
SOFT, LOAMY SOILS-ADJUST ROWS CLOSER TOGETHER;
HARD, ROCKY SOILS- ADJUST ROWS FARTHER APART



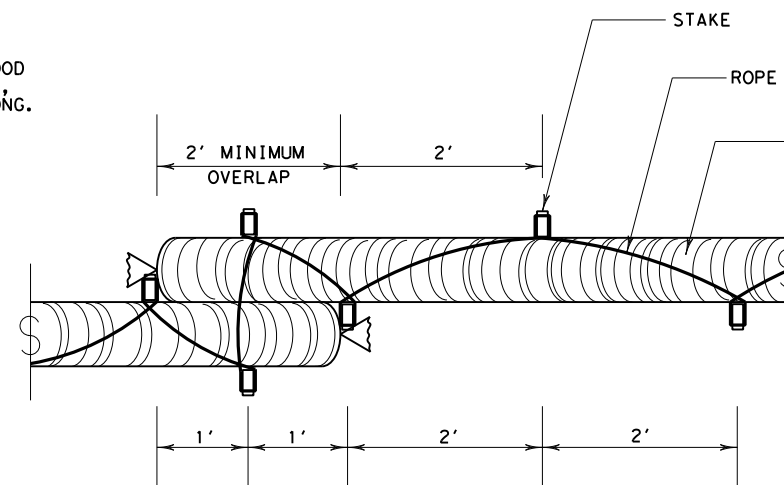
EROSION CONTROL LOGS ON SLOPES
STAKE AND LASHING ANCHORING

CL-SSL



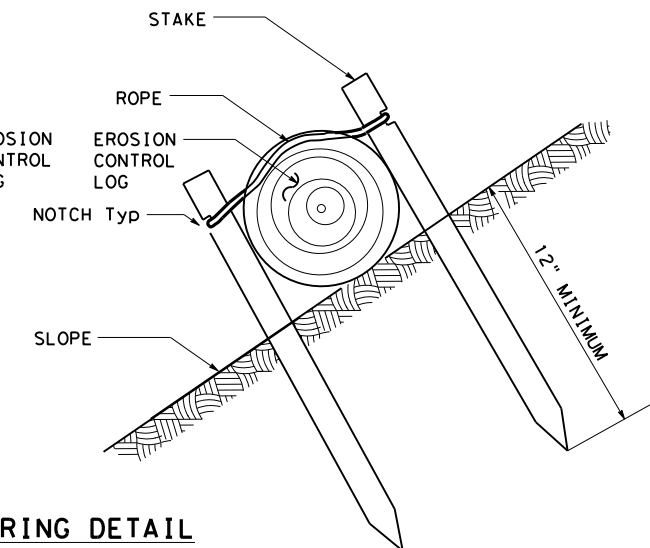
STAKE AND TRENCHING ANCHORING DETAIL

CL-SST



STAKE AND LASHING ANCHORING DETAIL

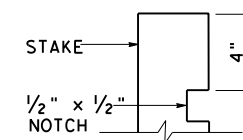
CL-SSL



SHEET 2 OF 3

		Design Division Standard	
TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES			
EROSION CONTROL LOG			
EC(9) - 16			
FILE: ec116	DN: TxDOT	CK: KM	DW: LS/PT
© TxDOT: JULY 2016	CONT	SECT	JOB
REVISIONS		DIST	COUNTY
		SHEET NO.	

TRENCH DEPTH TABLE	
LOG DIAMETER	DEPTH
6"	2"
8"	3"
12"	4"
18"	5"

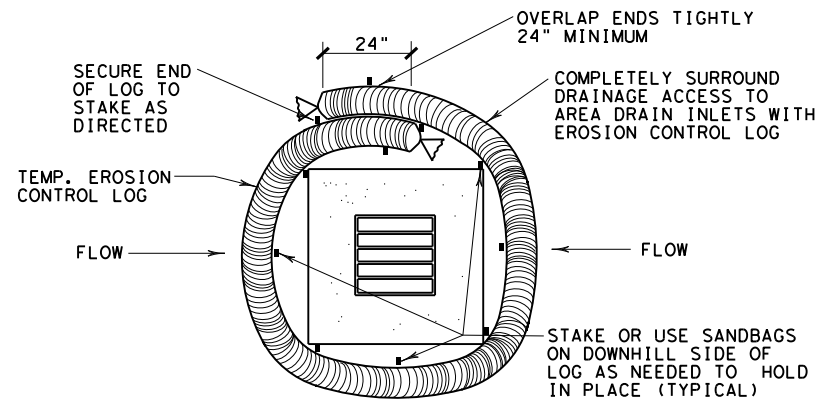


STAKE NOTCH DETAIL

9
14

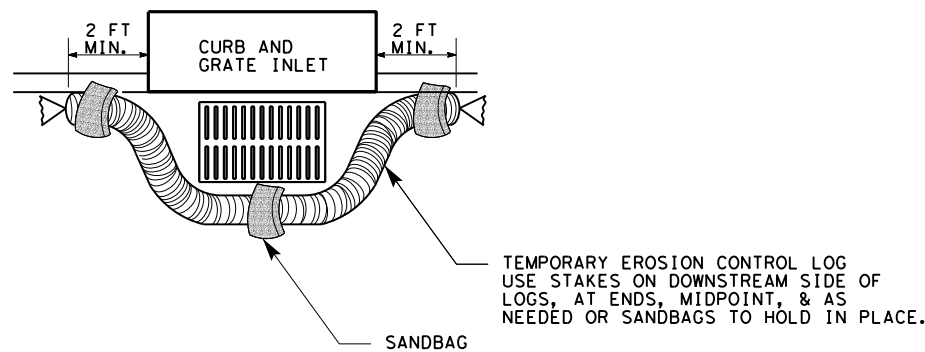
DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE:
FILE:



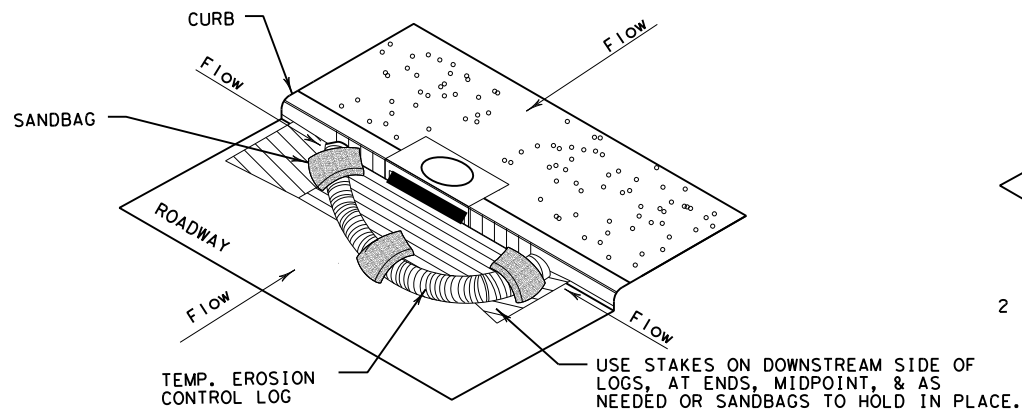
EROSION CONTROL LOG AT DROP INLET

CL-DI



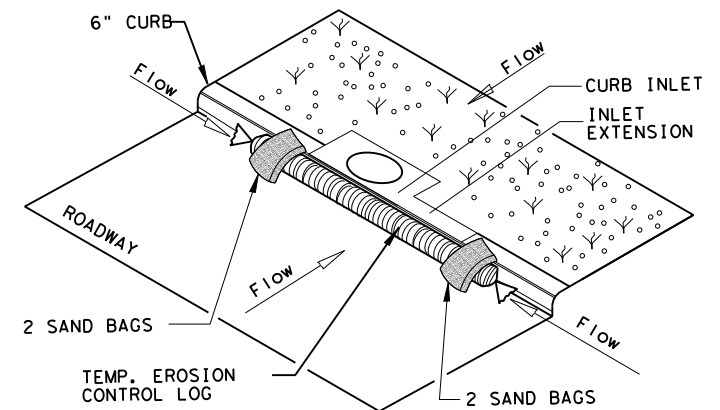
EROSION CONTROL LOG AT CURB & GRADE INLET

CL-GI



EROSION CONTROL LOG AT CURB INLET

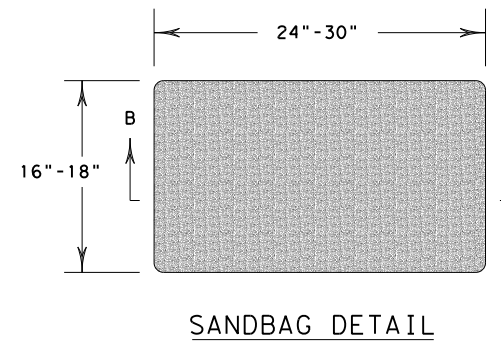
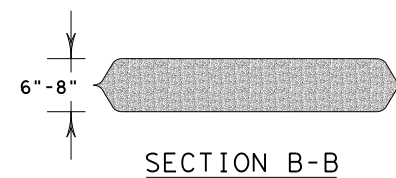
CL-CI



EROSION CONTROL LOG AT CURB INLET


CL-CI

NOTE:
EROSION CONTROL LOGS USED AT CURB INLETS
SHOULD ONLY BE USED IF THEY WILL NOT IMPEDE
TRAFFIC OR FLOOD THE ROADWAY OR WHEN THE
STORM SEWER SYSTEM IS NOT FULLY FUNCTIONAL.

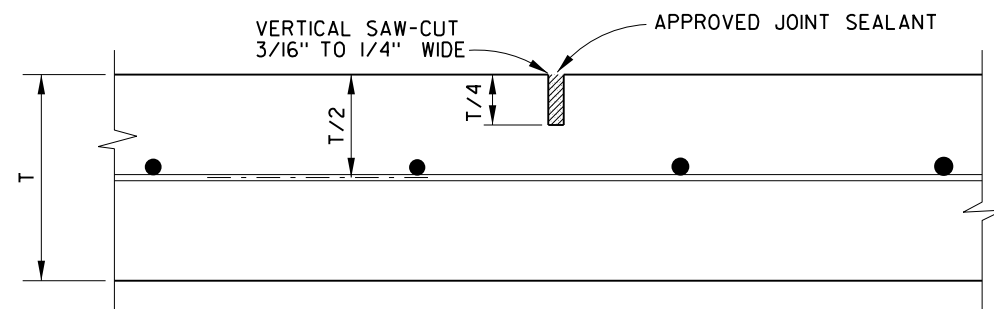


SANDBAG DETAIL

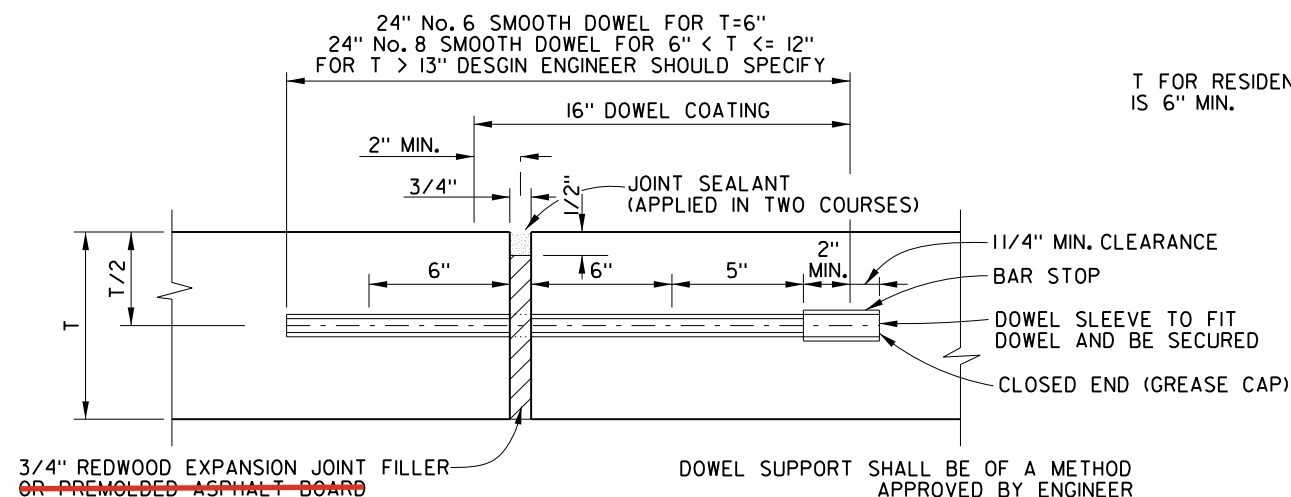
SHEET 3 OF 3

 <i>Texas Department of Transportation</i>			<i>Design Division Standard</i>		
<div>TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES EROSION CONTROL LOG EC (9) - 16</div>					
FILE: ec916		DN: TxDOT	CK: KM	DW: LS/PT	CK: LS
© TxDOT: JULY 2016		CONT	SECT	JOB	HIGHWAY
REVISIONS		DIST		COUNTY	SHEET NO.

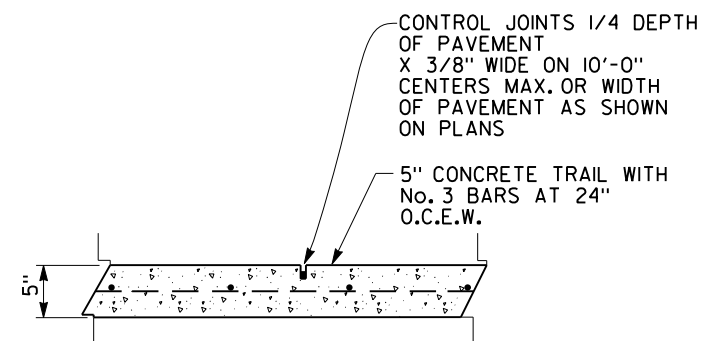
10
14



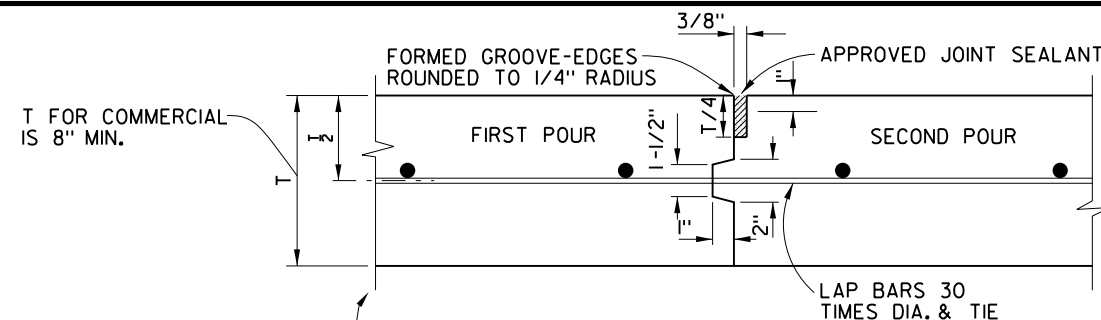
CONTROL JOINT
IDENTICAL FOR STREETS AND ALLEYS EXCEPT
ALLEY LONGITUDINAL REINFORCEMENT BARS



TRANSVERSE EXPANSION JOINT
IDENTICAL FOR STREETS AND ALLEYS

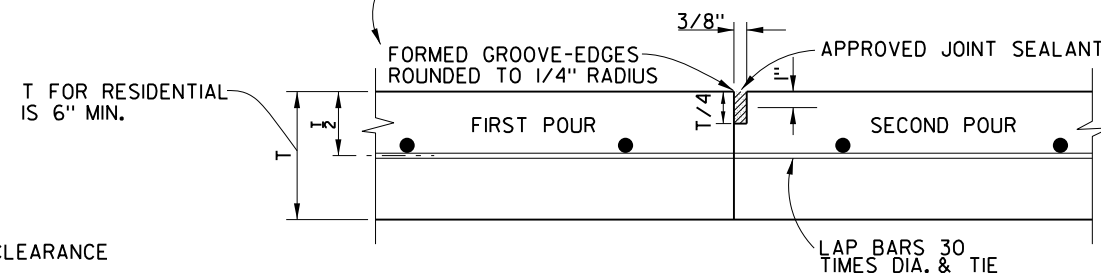


TRAIL CONTROL JOINT



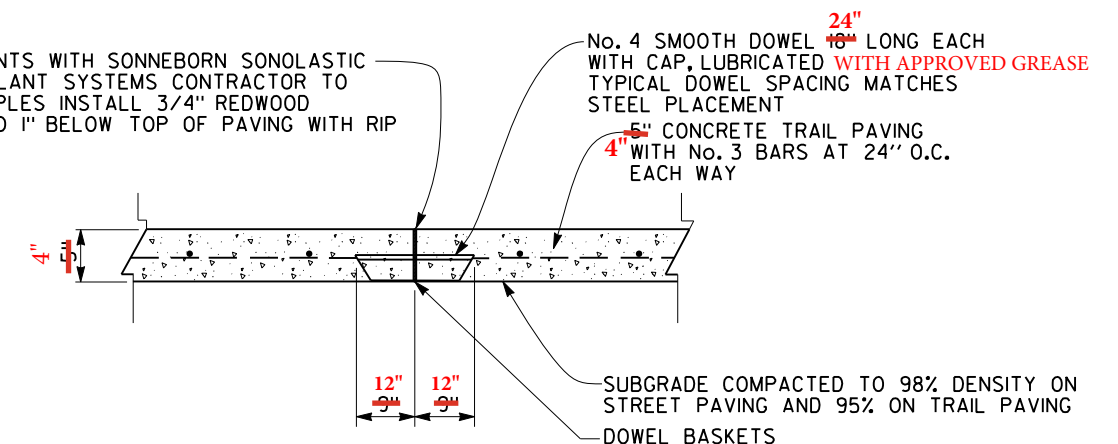
CONSTRUCTION JOINT
FOR 8" OR ABOVE THICKNESS PAVEMENT OR BASE

CHANGE BAR SPACING ACROSS JOINTS TO 12" CTRS. FOR LONGITUDINAL JOINTS



CONSTRUCTION JOINT
FOR 6" MINIMUM THICKNESS PAVEMENT OR BASE
IDENTICAL FOR STREETS AND ALLEYS EXCEPT
ALLEY LONGITUDINAL REINFORCEMENT BARS

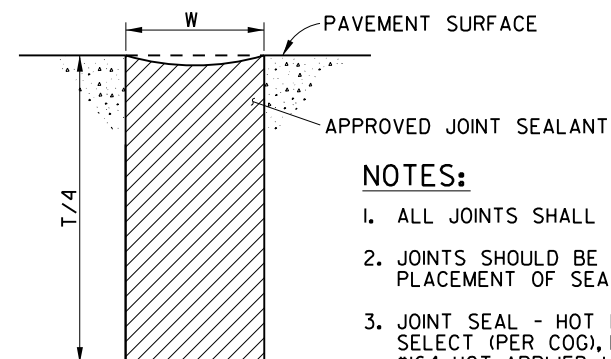
FILL EXPANSION JOINTS WITH SONNEBORN SONOLASTIC SELF-LEVELING SEALANT SYSTEMS CONTRACTOR TO SUBMIT COLOR SAMPLES INSTALL 3/4" REDWOOD EXPANSION JOINT TO 1" BELOW TOP OF PAVING WITH RIP STRIP



TRAIL DOWELED EXPANSION JOINT

SPACING DIAGRAM FOR JOINTS:

- IDENTICAL FOR STREETS (CONCRETE PAVEMENT OR BASE) AND ALLEYS EXCEPT THAT EXPANSION JOINTS FOR ALLEYS SHALL BE PLACED AT THE END OF THE RETURN IN LINE WITH THE PROPERTY LINE.
- SPACING OF EXPANSION JOINTS SHALL NOT EXCEED 150 FEET AND MATCH WITH EXISTING.
- ALL EXPANSION JOINT DOWEL BARS SHALL BE HELD FIRMLY IN PLACE PARALLEL WITH THE PAVEMENT SURFACE WITH WIRE BASKETS MODIFIED TO MOLD AROUND THE REDWOOD EXPANSION BOARD.
- FOR ALL LONGITUDINAL CONSTRUCTION JOINTS PROVIDE TIE BARS AS FOLLOWS:
No. 3 BARS ON 12" C-C FOR PAVEMENT THICKNESS < 9 IN.
No. 4 BARS ON 12" C-C FOR PAVEMENT THICKNESS ≥ 9 IN.
IF T > 12" DESIGN ENGINEER MUST SPECIFY REBAR SIZE.
- ALL TIE BARS SHALL BE 24" MIN. LENGTH AND CENTERED ON THE LONGITUDINAL JOINT.



NOTES:

- ALL JOINTS SHALL BE SEALED.
- JOINTS SHOULD BE CLEAN AND DRY PRIOR TO PLACEMENT OF SEALANT.
- JOINT SEAL - HOT POURED POLYMER SELECT (PER COG), ELASTOMERIC MATERIALS (PER COG), #164 HOT-APPLIED, HI-SPEC HOT-APPLIED POLYMERIC SEALANT OR EQUAL APPROVED SEALANT

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PAVING DETAILS

PAVEMENT JOINT DETAILS




DEPARTMENT OF PUBLIC WORKS
CITY OF DALLAS, TEXAS

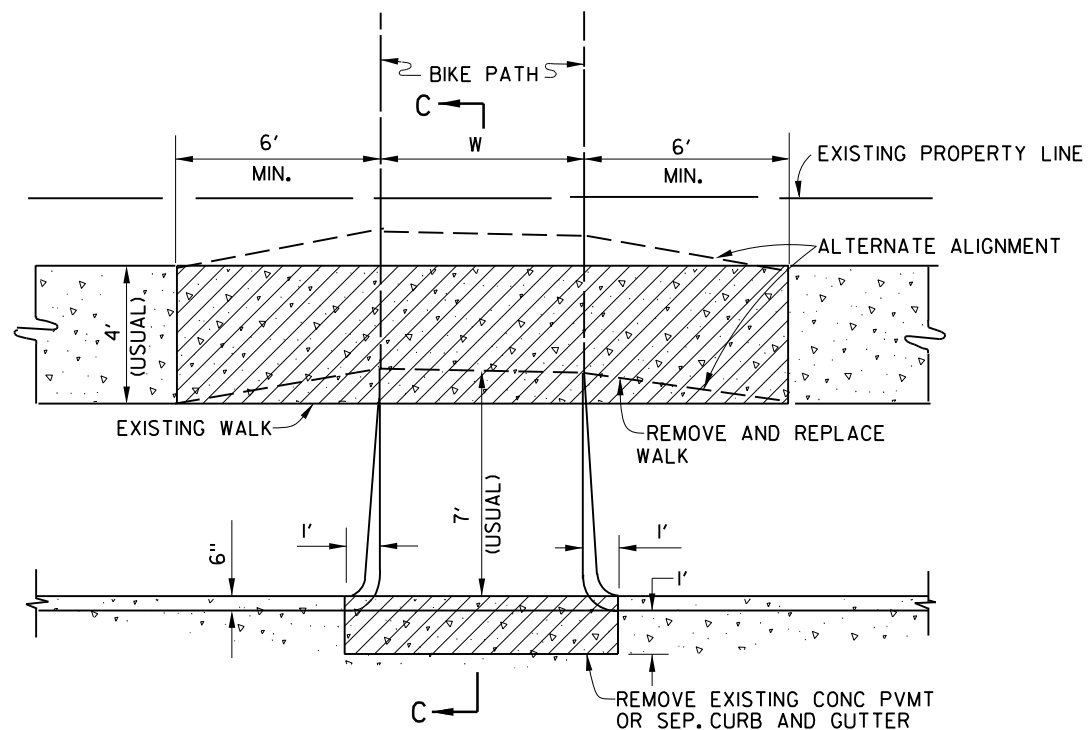
DRAWINGS NOT TO SCALE
REVISED: DECEMBER 2021

SHEET No.
1003A

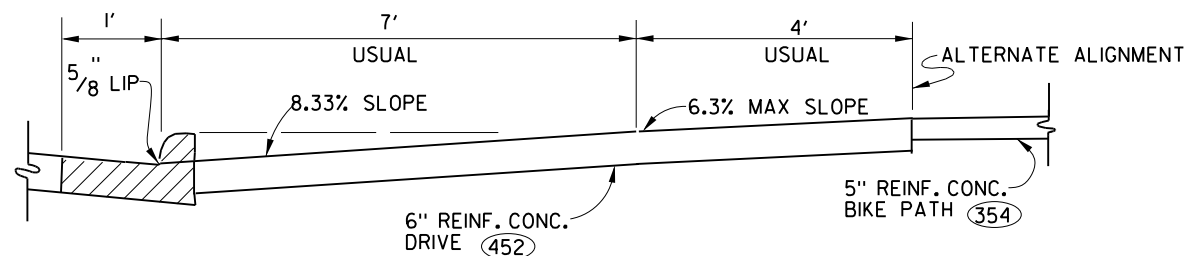
GENERAL NOTES FOR ALL TYPES OF REINFORCED CONCRETE PAVEMENT OR BASE -- ARTERIAL, COLLECTOR AND LOCAL:

- 1. ALL SUBGRADE COMPACTION UNDER STREET PAVEMENT SHALL BE 98% STANDARD PROCTOR DENSITY AT -2% TO +4% OF OPTIMUM MOISTURE.
- 2. THE MINIMUM COMPRESSIVE STRENGTH OF CONCRETE AT 28 DAYS SHALL BE AS INDICATED ON THE PLANS AND ON THE SPECIFICATIONS.
- 3. BARS SHALL CONFORM TO CITY OF DALLAS STANDARD SPECIFICATIONS AND BE GRADE 60 KSIDEFORMED REINFORCING BARS. SIZES AND SPACING SHALL BE AS INDICATED HEREIN EXCEPT SUCH ALTERNATES THAT MAY BE ALLOWED IN THE SPECIFICATIONS.
- 4. ALL CURB & GUTTER SHALL BE INTEGRAL WITH PAVEMENT OR BASE.
- 5. AS REFLECTED IN "TABLE OF CROWN HEIGHTS AND ORDINATES FOR VARIOUS PARABOLIC SECTIONS", TOTAL CROWN HEIGHTS FOR ASPHALT PAVEMENT AND CONCRETE BASE WITH ASPHALT SURFACE SHALL BE UNIFORMLY ONE INCH GREATER THAN THOSE INDICATED FOR CONCRETE SURFACES, WIDTH FOR WIDTH OF ROADWAY.
- 6. CROWNS FOR ALL DIVIDED ARTERIAL STREET TYPE SHALL BE STRAIGHT-LINE SLOPES.
- 7. CROWNS FOR ALL UNDIVIDED ARTERIAL, LOCAL OR COLLECTOR STREET TYPES MAY BE PARABOLIC OR STRAIGHT IN SECTION.
- 8. DETAIL AND ARRANGEMENT OF JOINTS, ALL TYPES, SHALL BE AS SHOWN ON SHEET No. 1003.
- 9. INTEGRAL CONCRETE CURB AND CURB & GUTTER SHALL BE OF THE SAME COMPRESSIVE STRENGTH AS THE PAVEMENT OR BASE.
- 10. SEPARATE CONCRETE CURB & GUTTER SHALL BE MINIMUM 4500 PSI BY HAND AND 4000 PSI WITH MACHINE.
- 11. SEPARATE CONCRETE CURB & GUTTER SHALL BE TOOLED 1 INCH DEEP WITH AN APPROVED TOOL IN 10 FOOT SECTIONS. EACH FOURTH JOINT SHALL BE A 3/4" REDWOOD EXPANSION JOINT THE FILLER SHALL BE OF 1/2 INCH PREMOLDED BITUMINOUS JOINT MATERIAL SHAPED SIMILAR TO THE CROSS SECTION OF CURB & GUTTER. THREE DOWELS SHALL BE EMPLOYED FOR EACH EXPANSION JOINT.
- 12. BAR LAPS SHALL BE 30 TIMES DIAMETER OF THE SIZE OF THE BAR.
- 13. FOR SUBGRADE STABILIZATION REFER TO NCTCOG, GEOTECHNICAL REPORT, OR ENGINEERING PLANS, WHICHEVER IS MORE CONSERVATIVE.
- 14. ALL BARS FOR CONCRETE STREET THICKNESSES <= 9" SHALL BE NO. 3 REINFORCING BARS SPACED 24" ON CENTERS EACH WAY. ALL BARS FOR CONCRETE STREET THICKNESS >= 9" SHALL BE NO. 4 REINFORCING BARS SPACED 24" ON CENTERS EACH WAY. FOR THICKNESS > 12" DESIGN ENGINEER MUST SPECIFY REBAR SIZE.
- 15. ALL CROWNS ARE TO BE PARABOLIC OR ROOFTOP IN SECTION AND SYMMETRICAL IN CENTERLINE OF PAVEMENT.

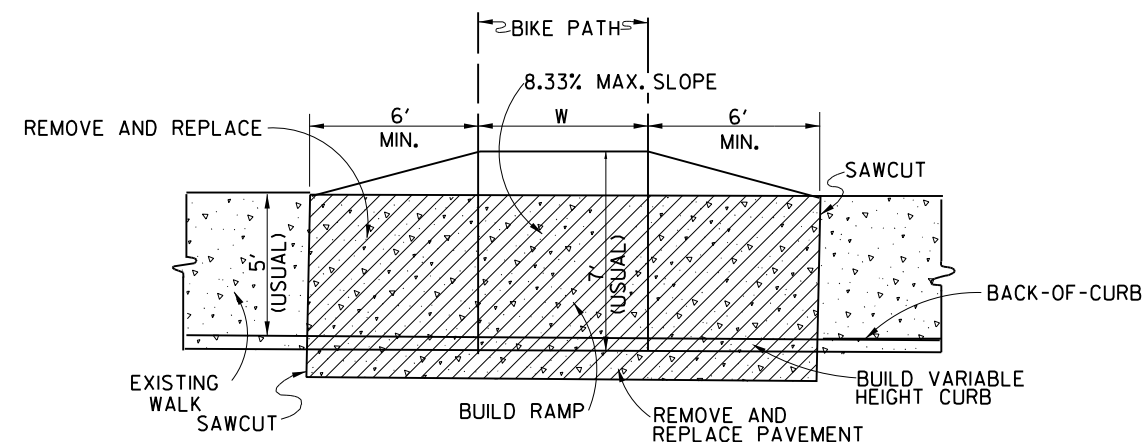
PAVING DETAILS	
GENERAL NOTES	
PAVING	
 DEPARTMENT OF PUBLIC WORKS CITY OF DALLAS, TEXAS	
DRAWINGS NOT TO SCALE REVISED: DECEMBER 2021	SHEET No. 1007A



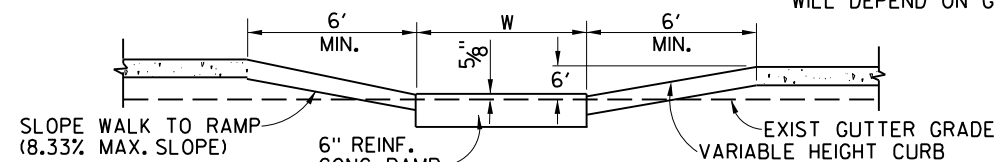
BIKE PATH RAMP AT PAVED STREET
(NO WALK ABUTTING CURB)



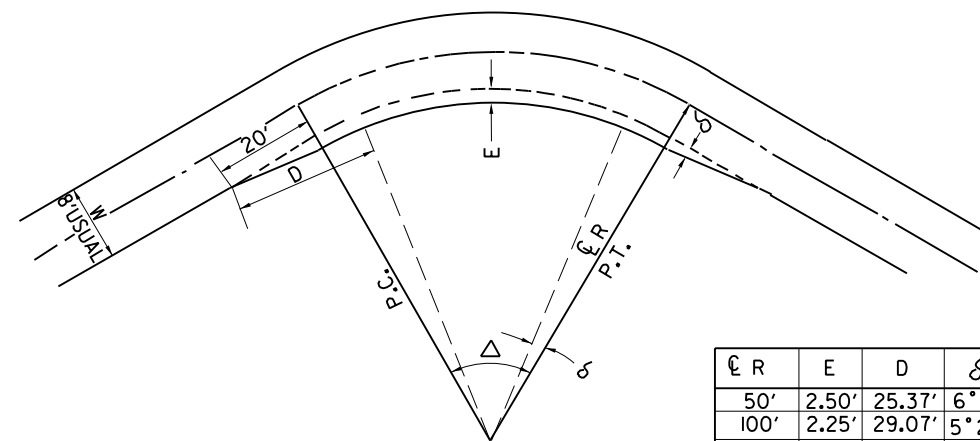
SECTION C-C



NOTE:
LENGTH OF WALK REMOVAL AND
REPLACEMENT EACH SIDE OF RAMP
WILL DEPEND ON GRADE OF STREET

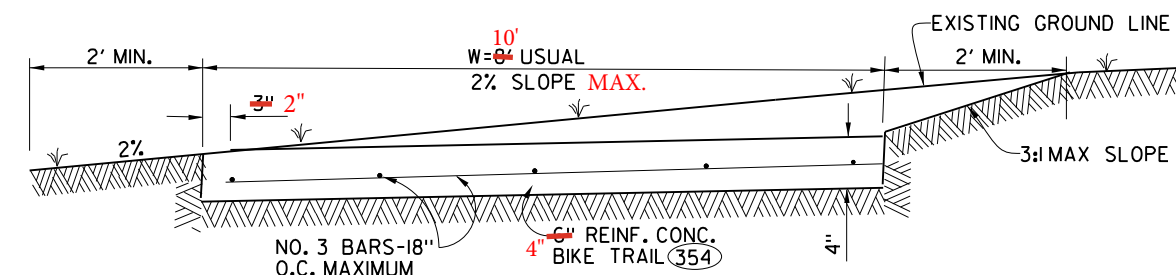


BIKE PATH RAMP AT PAVED STREET
(WALK ABUTTING CURB)



TRAIL WIDENING DETAIL
FOR $\Delta > 10^\circ$
NO WIDENING NECESSARY
WHERE : $\Delta < 10^\circ$
 $R > 700'$

E R	E	D	δ
50'	2.50'	25.37'	6°18'
100'	2.25'	29.07'	5°20'
200'	2.00'	34.58'	4°03'
300'	1.75'	38.04'	3°27'
400'	1.50'	39.97'	2°52'
500'	1.25'	40.60'	2°22'
600'	1.00'	39.99'	1°55'
700'	1.00'	42.42'	1°50'



BICYCLE TRAIL
TYPICAL CONCRETE SECTION

CONSTRUCTION PROCEDURES: **

1. PREPARE LIME STABILIZED BASE ACCORDING TO NCTCOG
2. SHOOT PRIME COAT 0.10 GAL./S.Y. RC-70. ALLOW TO CURE.
3. APPLY 0.25 GAL./S.Y. AC-10 BINDER.
4. IMMEDIATELY SPREAD FABRIC AND BROOM OR ROLL INTO ASPHALT
5. LAY 2" LIFT OF ASPH. CONC. IN ONE APPLICATION IMMEDIATELY IF POSSIBLE. (SEE SPECIAL PROVISION)
6. QUANTITIES OF ASPHALT AND LIME MAY BE VARIED AS DIRECTED BY THE ENGINEER AT TIME OF CONSTRUCTION.

•CATONIC EMULSION CRS-2 MAY BE USED, BUT FABRIC CAN NOT BE LAID UNTIL EMULSION CURES. QUANTITY MUST BE ADJUSTED TO PROVIDE SUFFICIENT RESIDUAL ASPHALT TO SATURATE THE REINFORCING FABRIC.

••ASPHALT MAY VARY ACCORDING TO MANUFACTURER'S RECOMMENDATIONS.

13
14

PAVING DETAILS

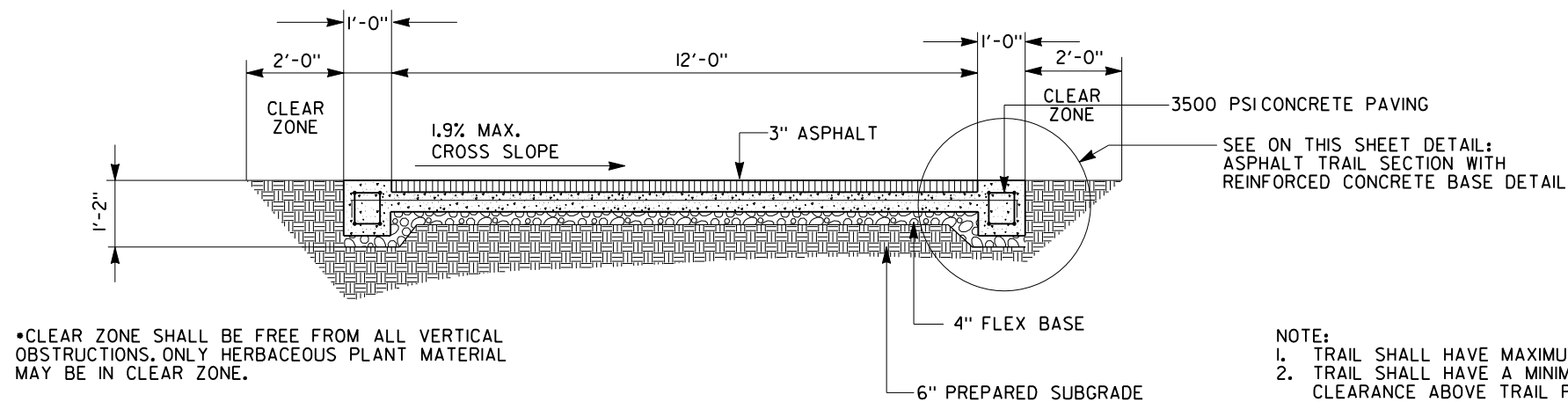
BICYCLE PATHS



DEPARTMENT OF PUBLIC WORKS
CITY OF DALLAS, TEXAS

DRAWINGS NOT TO SCALE
REVISED: DECEMBER 2021

SHEET No.
1013

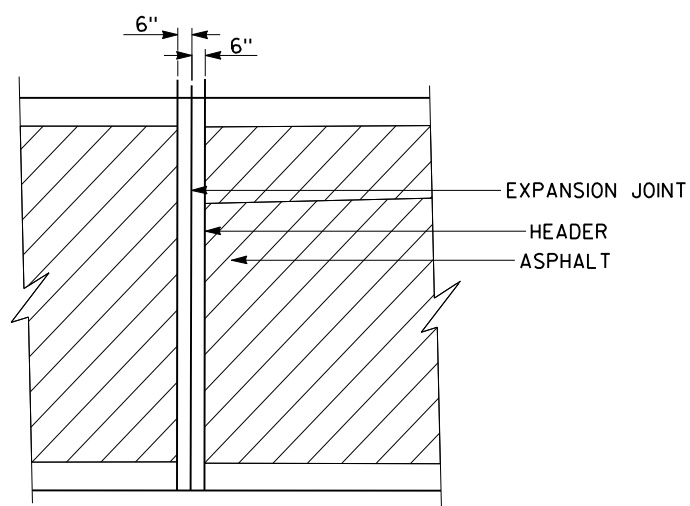


- NOTE:
1. TRAIL SHALL HAVE MAXIMUM ~~4.9%~~ ^{2%} CROSS SLOPE AS SHOWN.
 2. TRAIL SHALL HAVE A MINIMUM 10'-0" MINIMUM VERTICAL CLEARANCE ABOVE TRAIL PRUNE ALL OVERHANGING TREE LIMBS TO MAINTAIN 10'-0" CLEARANCE.
 3. TRAIL PAVING SHALL HAVE A MAXIMUM 4.9% LONGITUDINAL SLOPE.
 4. ALL REINFORCEMENT SHALL BE No. 3 REBAR AT ~~24"~~ ^{18"} O.C. EACH WAY (TYPICAL)

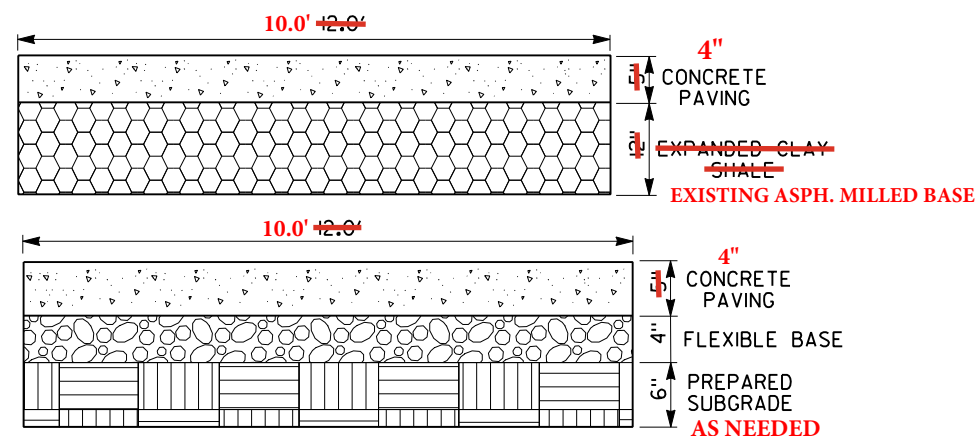
ASPHALT TRAIL SECTION
WITH REINFORCED CONCRETE BASE

NOTES FOR CONCRETE PAVING:

1. CONTROL JOINT SHALL BE SPACED AT 14' CENTERS LONGITUDINALLY
2. EXPANSION JOINTS SHALL BE SPACED AT 56' CENTERS, IN LIEU OF EVERY FOURTH CONTROL JOINT.
3. FOR 10' WIDE TRAILS THE MAXIMUM SPACING FOR EXPANSION JOINT IS 100' CENTERS WITH CONTROL JOINTS EVERY 10' AND FOR 12' WIDE TRAILS THE MAXIMUM SPACING FOR EXPANSION JOINT IS 96' CENTERS WITH CONTROL JOINTS EVERY 12' OR AS SHOWN ON THE PLANS."

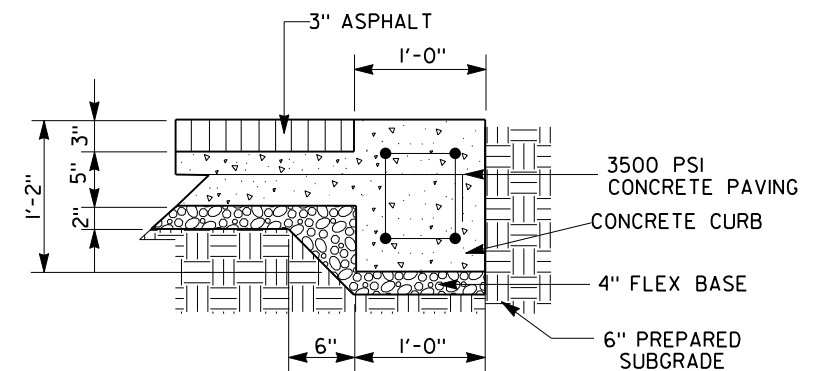


ASPHALT TRAIL SECTION



NOTE:
ALL REINFORCED SHALL BE No. 3 REBAR
AT 24" O.C. EACH WAY (TYPICAL)

REINFORCED CONCRETE TRAIL
SUBGRADE DETAILS



NOTE:
POWER WASH TRAIL PRIOR TO
APPLYING STRIPING PAINT.

ASPHALT TRAIL SECTION WITH
REINFORCED CONCRETE BASE DETAIL

14
14

PAVING DETAILS

BICYCLE TRAILS



DEPARTMENT OF PUBLIC WORKS
CITY OF DALLAS, TEXAS

DRAWINGS NOT TO SCALE
REVISED: DECEMBER 2021

SHEET No.
1014

GENERAL NOTES AND BID ITEM NOTES

1. Working hours are Monday through Friday from 7 a.m. to 6 p.m.. Work is not allowed on Saturdays, Sundays, or Holidays without written permission from the Dallas County Planning & Development Project Manager.
2. Two way traffic shall be required at all times on Bowers Rd.; contractor to provide a flagman as needed.
3. Single lane closures may only occur Monday through Friday from 9 a.m. to 4 p.m. Bowers Rd.
4. No street closings without written permission of the Dallas County Planning & Development Project Manager.
5. Contractor shall notify all franchise utilities (i.e. electric, telephone, gas, cable TV, etc.) at 1- 800-DIG-TESS and the City of Seagoville for water and waste water facilities at tel: XXX- XXX- XXX 72-hrs. prior to any construction.
6. Contractor shall notify Dallas County Construction Inspector a minimum of 48-hours prior to commencing construction.
7. Contractor shall notify all property owners 24-hours in advance of any construction near their property.
8. Contractor shall remove all excess material at the end of each workday.
9. It is the Contractor's responsibility to keep all drainage facilities open at all times (i.e. ditches, inlets, etc.).
10. No storage of materials on private property without written permission of the property owner; if written permission is obtained, the Contractor shall restore the private property to original or better condition; two (2) copies of each written permission shall be delivered to the Dallas County Planning and Development Project Manager.
11. Contractor shall obtain a temporary construction water meter with a backflow preventer from the City of Seagoville if needed; water consumption, deposit and repair costs, etc., shall be subsidiary to the construction of the project.
12. Weekly construction meetings with the Dallas County Team to be held at the job site.
13. 2024 Edition of the Texas Department of Transportation (TxDOT) Standard Specifications for Construction of Highways, Streets, and Bridges shall apply.
14. The Contractor shall maintain two-way traffic at all times on Bowers

Road. Flaggers shall be provided as necessary to safely direct traffic. No separate payment will be made for this work; all costs shall be considered incidental to the contract.

15. Proper construction signage and barricading per the latest edition of the Texas Manual on Uniform Traffic Control Devices (TMUTCD) is required.

16. The Project Construction Sign, one (1), shall be subsidiary to the costs of 100 - Preparing Right Of Way.

17. Contractor shall submit a Construction Schedule with itemized tasks, subtasks, etc., for approval via email to Dallas County Project Manager on or before the date of the Pre- Construction Conference; this Construction Schedule shall be updated

weekly and reviewed at the Weekly Construction Meetings.

18. Contractor shall submit Batch Designs for all asphalt, concrete, cement treated base, etc., materials for approval via email to Dallas County Project Manager a minimum of 72-hrs. prior to commencing construction.

19. In the adoption of the Texas Department of Transportation (TxDOT), Specifications, it is understood that any reference to the Texas Department of Transportation, (TxDOT), shall be interpreted to include the County of Dallas as applicable; any

conflict between the General Provisions of the NCTCOG Specifications, the TxDOT Specifications and/or the County of Dallas Specifications, as contained herein, shall be decided by the Engineer. The general order of precedence shall be

followed:

- a. County of Dallas General Provisions
- b. City of Dallas Standard Construction Details (251-D)
- c. TxDOT General Provisions and Specifications
- d. NCTCOG General Provisions and Specifications

20. The Contractor shall provide for continuous supervision of construction and a Superintendent, or his representative, shall be on the project site at all times during working hours. The Superintendent shall, at all times, have in his immediate possession

a complete set of current Contract Documents including the Plans and Specifications. The Superintendent shall be fully authorized to act on behalf of the Contractor in all matters pertaining to the Work.

21. Contractor shall comply with OSHA Regulations and State of Texas Laws concerning excavation, trenching and shoring.

22. The Contractor shall haul away all waste material such as rubbish,

pavement, concrete pipe, unacceptable soil, etc., to an approved offsite landfill. This shall be subsidiary to the various pay items of the contract.

23. Item 100, Preparing Right of Way shall be full compensation for removing and properly disposing of all obstructions, rubbish, and debris, including trees, stumps, bushes, shrubs, vegetation, roots, etc., within the Right of Way and within all

easements as shown on the plans. Shall also include preparing the existing pavement by pressure washing it to ensure it is suitable for use as the base for the proposed 4-inch concrete layer.

24. Item 110, Unclassified Roadway Excavation shall be full compensation for the removal of required street excavation, including existing concrete curb and gutter, driveways, sidewalks, aprons, etc., existing asphalt pavement, driveways, etc., existing

gravel driveways, and properly disposing of same, within the Right of Way and within all easements as shown on the plans.

25. The Contractor shall strip and stockpile the existing topsoil from Unclassified Roadway Excavation for use in final dressing of the parkway areas. If sufficient topsoil is not available from Unclassified Roadway Excavation, the Contractor shall

furnish suitable, friable, material to properly dress the parkway areas per Item 160 - Topsoil.

26. Item 104A Remove Concrete - Landscape Entrance Wall, Complete, shall consist of the removal of an existing trail. The existing trail head is to be completely removed and properly disposed of.

27. Testing of materials required for the construction of the paving improvements shall be performed by an agency, approved by the County and City, for testing materials. Procurement of the testing laboratory and the payment of such testing services

shall be made by the County, any re-test and related payments shall be made by the Contractor, in accordance with the special requirements. It shall be the Contractor's responsibility to ensure, by the standard testing procedures, that the work

constructed meets the requirements of the County and City and project specifications.

28. Fifth Edition, 2023, of the North Central Texas Council of Governments (NCTCOG) Standard Specifications for Public Works Construction shall apply for water and wastewater systems work.

29. City of Seagoville Water and Wastewater Utilities drawings, details, standard appurtenances, and specifications for water & wastewater system construction methods shall apply for all water and wastewater main, fire

hydrant, valve, water service,

and related appurtenances construction unless noted otherwise.

30. Keep the work site clean and safe. Safety equipment is very important.

31. Preliminary / Final Walk-Throughs are for Substantial / Final Completions, respectively.

32. Construction Staking is the responsibility of the contractor. No separate payment will be made for this work; all costs shall be considered incidental to the contract

33. Tree Protection is required per the construction inspector directions.

34. Material storage, equipment cleaning/liquid disposal, tree attachments of signs is prohibited

35. The concrete trail shall be 3,500 psi 4" thick concrete 10 foot wide with #3 Rebar 18" on center maximum each way placed over existing asphalt milled base (Some areas may be over placement of the Flexible Base bid item in areas where the existing asphalt milled base is non-existent or lacking. Flexible Base, as needed, shall be placed 12 foot wide 4" thick over 6" thick prepared subgrade. Prepared subgrade, as needed, shall be 12 foot by 6" thick scarified, watered and compacted to 95% maximum density.

36. Maximum spacing for expansion joints is 100 feet consisting of 24" smooth dowels 24" on center maximum with tight fitting caps and half the bar(s) greased on the capped side of each dowel. The use of dowel baskets is required. Maximum spacing for control joints is 10 feet.

SECTION P
INDEX OF GOVERNING
STANDARD
SPECIFICATIONS,
SPECIAL PROVISIONS, &
SPECIAL SPECIFICATIONS

STANDARD SPECIFICATIONS

**DEPARTMENT OF PLANNING AND DEVELOPMENT
DALLAS COUNTY, TEXAS**

INDEX OF GOVERNING STANDARD

SPECIFICATIONS FOR THE CONSTRUCTION OF

THE

**CDBG WILMER ADAMS STREET WATER MAIN
IMPROVEMENTS
CDBG PROJECT NO. 6-
CD03-O**

All construction work for this project shall be performed in accordance with the Texas Department of Transportation, 2014 Standard Specifications for Construction of Highways, Streets, and Bridges, Construction Details; County of Dallas Special Provisions to the Standard Specifications; and Special Specifications.

STANDARD SPECIFICATIONS:

Texas Department of Transportation 2014 Standard Specifications applicable to this project are identified, but not limited to, the following:

<u>Item No.</u>	<u>Description</u>
Item 100	Preparing Right-Of-Way
Item 104	Removing Concrete & Asphalt - Pavement (including Concrete Driveways, Sidewalks, and Sawed Breakout Groove)
Item 110	Excavation (Unclassified Roadway) (Contingency)
Item 132	Embankment - Type A, Class 2 (From Offsite) (DC)
Item 162	Sodding For Erosion Control - Block Sodding (Bermuda) (incl. min. 4" Topsoil)
Item 162	Sodding For Erosion Control - Block Sodding (St. Augustine) (incl. 4" Topsoil)
Item 162	Seeding For Erosion Control - Cellulose Fiber Mulch
Item 164	Flexible Base - Temporary Paving (Modified Type E) (2" Thick) (100% R.A.P.) (Measurement "D") (Contingency)
Item 247	Flexible Base - Temporary Paving (2" Thick) (Grade

2) (Type A) (Measurement "D") (Contingency)

Item 276 Cement Treated Base - (6" Thick) (Strength Class "L")
(Measurement "C") (Flexible Base - Grade 2, Type A, Class D, Density Control)

Item 310 Prime Coat, Asphaltic Material (AE-P) (0.15 Gallon / SY)

Item 340 Hot Mix Asphaltic Concrete Pavement - Fine Grade (Type D) (2" thick) (110 lbs. / SY / in.)

Item 340 Hot Mix Asphaltic Concrete Pavement - Coarse Grade (Type B) (4" thick) (110 lbs. / SY / in.)

Items 466, 467, 472, 473 3FN & 3FQM \$POD)EXM, *OTUBMM 4.&.5. (5Z **) (12-JO) (3\$1) (6:1) (1),

3FN 12" %SJWFXBZ \$VMWFSU - 3\$1, *OTUBMM 3\$ 1JQF (\$M ***) (12-JO)

*UFN 500 .PCJMJ[BUJPO

Item 502 Barricades, Signs, and Traffic Handling (including 2 Project Signs) Temporary Erosion & Sediment Control - Fence (Install and Remove)
 Item 506 Temporary Erosion & Sediment Control - Curb Inlet Protection (Install & Remove)
 Item 506

*UFN 512 1PSUBCMF \$PODSFUF 5SBGGJD #BSSJFS

Item 529 Concrete Curb and Gutter (6" Height x 30" Width x 6" Thick) (Class A - 3,000 PSI) (Minimum 5 Sacks Cement / CY) (Reinforced)

Item 530 Concrete Driveways (6" Thick) (Class A - 3,000 PSI) (Minimum 5 Sacks Cement / CY) (Reinforced)

Item 531 Sidewalks - Concrete (4" Thick) (Class A - 3,000 PSI) (Minimum 5 Sacks Cement / CY) (Reinforced)

() Not a pay item. Work which would be classifiable under these specifications is subsidiary to other work for which pay items are provided. Whether or not listed, any of the Standard Specifications which are pertinent to work performed on this project are applicable and shall be observed.

SPECIAL PROVISIONS:

The following **Dallas County Special Provisions** shall govern and take precedence over the Specifications listed above, whenever in conflict therewith:

Special Provision - Important Notice to Contractors - Equal Employment Opportunity

Special Provision - Important Notice to Contractors - Texas
 Special Provision - State Sales Tax
 Special Provision - Important Notice to Contractors - Gifts

Special Provision - Important Notice to Contractors - Employment of Former County Employees

Special Provision -
 Special Provision -
 Special Provision -
 Special Provision -
 Special Provision -
 Special Provision -

Important Notice to
Contractors -
Construction Payments
Important Notice to
Contractors -
Mobilization

Important Notice to Contractors - Uncontrolled Random
Cracking Important Notice to Contractors - Utility
Adjustments
Important Notice to Contractors - Workers Compensation
Regulations

Special Provision - Important Notice to Contractors – Submitting Bid by
Computer Printout

Special Provision - Special Provisions To The Governing Specifications
– Wage Decisions and HUD Requirements (30
pages)

Special
Provision - *NQPSUBOU /PUJDF UP \$POUSBDUPST - 4VCTUBOUJBM \$PNQMFUJPO

4QFDJBM 1SPWJTJPO - *UFN 6 - \$POUSPM PG .BUFSJBMT (100, 162, 247, 360, 421, 500, & 502)
Special
Provision - Item 100 – Preparing Right Of
Special
Provision - Way Item 162 – Sodding For
Special
Provision - Erosion Control Item 247 -
Special
Provision - Flexible Base
Special
Provision - Item 360 – Concrete Pavement
Special
Provision -

Special Provision - Item 421 – Hydraulic Cement
 Special Provision - Concrete Item 500 - Mobilization
 Special Provision - Item 502 - Barricades, Signs and Traffic Handling
 Special Provision -

4QFDJBM 1SPWJTJPO - *UFN 506 - 5FNQPSBSZ &SPTJPO, 4FEJNFOUBUJPO, BOE &OWJSPONFOUBM
 \$POUSPMT

The following **Special Provisions to the Dallas County General Provisions and Regulations** shall govern and **take precedence** over those provided in these contract documents:

Special Provision - County General Provisions & Regulations
 - Article 5.5 Special Provision - County General Provisions & Regulations - Article 6.2 Special Provision - County General Provisions & Regulations - Article 6.4 Special Provision - County General Provisions & Regulations - Article 7.29 Special Provision - County General Provisions & Regulations - Article 9.7 Special Provision - County General Provisions & Regulations - Article 9.8

41&\$*"- 41&\$*'*\$"5*0/4:

5IF GPMMPXJOH %BMMBT \$PVOUZ 4QFDJBM 4QFDJGJDBUJPOT BSF BQQMJDBCME UP UIJT QSPKFUDU:

Special Specification, Item 599 -	Partnering Workshop
Special Specification, Item 7000 -	Contractor Performance Evaluation
Special Specification, Item 8000 -	Cement Use on Public Projects -
Sustainable Air	
	Quality
Special Specification, Item 9000 -	Substantial Completion

SPECIAL
PROVISIONS
DALLAS COUNTY

DALLAS COUNTY,

TEXAS SPECIAL

PROVISION

IMPORTANT NOTICE TO CONTRACTORS

EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, that employees are treated during employment without regard to their race, color, sex, religion, age or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, ratios of pay or other forms of compensation; and selection for training, including apprenticeship, except that illegal-alien shall not be employed in this project. The Contractor shall post in conspicuous places, available to employees or applicants for employment, notices to be provided setting for the provisions of this non-discrimination clause.

The Contractor shall, in all solicitations or advertisements for employees place by or on behalf of the Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, national origin or age.

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

The Contractor shall include the provisions of this special provision in all subcontracts pertaining to the work.

During the course of the work, the Contractor shall submit to the Engineer, on a monthly basis, a breakdown by ethnic group of all employees, including sub-contractor's employees, at the site of the work. The Contractor shall certify that no illegal aliens are employed on the project.

DALLAS COUNTY,

TEXAS SPECIAL

PROVISION

IMPORTANT NOTICE TO CONTRACTORS

MINORITY/WOMEN OWNED BUSINESS INVOLVEMENT POLICY

It is the policy of Dallas County to involve qualified minority/women-owned businesses and/or employees to the greatest extent feasible in the performance of contracts awarded by Dallas County in support of the Minority/Women-Owned Business Involvement Policy adopted by the County on August 25, 1986, and any amendments thereto. The Contractor shall comply with the following requirements of the policy:

1. Prospective Contractor shall submit prior to award of contract:

- (a) A completed copy of the Dallas County Statistical Report for the company and for each proposed and actual sub-contractor who shall be doing 20-percent or more of the contract amount.
- (b) The name, address, and telephone numbers of proposed and actual sub-contractors, trade, minority/women ownership status, and estimated dollar amount of each actual subcontract, and
- (c) The successful Contractor will show documented evidence of a "Good Faith Effort" in soliciting and securing minority/women-owned business involvement for all subcontract and supply activities. The "Good Faith Effort Plan", Attachment "B" of the Policy, shall be a guide in determining documentation solicitation and utilization of qualified minority/women-owned businesses, employees, etc., and
- (d) Documented evidence of previous use of sub-contractors on similar projects with dollar amounts and percentages of total contract.

2. Dallas County shall be notified of sub-contractor changes, proposed to actual, as they pertain to 1(b) above and the reasons for said changes.

DALLAS COUNTY,

TEXAS SPECIAL

PROVISION

IMPORTANT NOTICE TO CONTRACTORS

TEXAS STATE SALES TAX

The Contractor's attention is directed to the fact that the Texas Limited Sales, Excise and Use Tax Statue, Chapter 20, Title 122A has been amended, effective October 2, 1968. This statute was further affected by House Bill 11 (HB-11) passed by the Texas State Legislature in 1991 and recent interpretations of this bill by the Texas State Comptroller.

The Contractor will furnish a "Resale Certificate" to the supplier or vendor from which he acquires the materials which are incorporated into the project. Dallas County is a tax exempt agency in accordance with the above cited statutes and as the final purchaser of the materials incorporated into the project will provide an exemption certificate to the Contractor for those materials.

DALLAS COUNTY,
TEXAS SPECIAL
PROVISION
IMPORTANT NOTICE TO CONTRACTORS

GIFTS

The Contractor's specific attention is directed to Title 8, Articles 36.08 and 36.09, Texas Penal Code, titled "Gifts to Public Servant by Persons Subject to his Jurisdiction" and "Offering Gifts to Public Servant".

Article 36.08 states that any public servant who solicits, accepts, or agrees to accept any benefit from a Contractor has committed an offense punishable as a Class A misdemeanor.

Article 36.09 states that any Contractor who offers, confers, or agrees to confer any benefit on a public servant has committed an offense punishable as a Class A misdemeanor.

DALLAS COUNTY,
TEXAS SPECIAL
PROVISION

IMPORTANT NOTICE TO CONTRACTORS

EMPLOYMENT OF FORMER COUNTY EMPLOYEES

TWELVE-MONTH WAITING PERIOD FOR EMPLOYMENT OF CERTAIN FORMER COUNTY EMPLOYEES - In accordance with the County's Transparency Policy, any firm awarded a contract for the Procurement of goods or services shall be prohibited from hiring any individual who has previously worked for the County and in that capacity either evaluated, recommended, approved, monitored, or managed a contract involving that firm no sooner than twelve months after that individual has ceased to work for or be employed by the County. Failure to adhere to such a contractual requirement may result in the termination of the contract with the County.

DALLAS COUNTY, TEXAS

SPECIAL PROVISION

IMPORTANT NOTICE TO CONTRACTORS

CONSTRUCTION PAYMENTS

Dallas County's policy for periodic construction payments shall be as follows:

Dallas County construction funds shall be disbursed to Dallas County Contractors in time intervals of not less than 30 days, consistent with time frames which meet the requirements of the State Timely Payment Act.

Construction contracts, without exception, shall include an estimated Draw Down Schedule, outlining expected payments which shall be made no sooner than completion of contracted work, subject to weather, materials availability and the normal review and certification of specified Dallas County officials and outside consultants and authorities, as may be required.

Contractors shall provide Dallas County with an updated Draw Down Schedule on a quarterly basis.

DALLAS COUNTY,

TEXAS SPECIAL

PROVISION

IMPORTANT NOTICE TO CONTRACTORS

MOBILIZATION

The Contractor's attention is directed to the Special Provision to Item 500, MOBILIZATION. It is very important that the Contractor not unbalance the bid for this item. Unit prices bid must be related to the work required for each particular bid item and not be unbalanced.

DALLAS COUNTY,

TEXAS SPECIAL

PROVISION

IMPORTANT NOTICE TO CONTRACTORS

UNCONTROLLED RANDOM CRACKING

The Contractor's attention is directed to Item 360, CONCRETE PAVEMENT, Article 360.4.10, Sawing Joints. It is the Contractor's responsibility to promptly and correctly saw the weakened plane joints to prevent uncontrolled cracking of pavement from occurring. The requirements for sawed joints applies equally to Item 360, Concrete Pavement; Item 529, Concrete Curb, Gutter, and Combined Curb and Gutter, Item 530, Intersections, Driveways, and Turnouts, and Item 531, Sidewalks.

To prevent uncontrolled cracking, longitudinal joint spacing should not exceed fifteen feet. Transverse joint spacing should not exceed twenty feet. Concrete pavement joint sawing should commence as soon as the pavement has hardened sufficiently to support the saw and operator without scarring and the sawing operation does not pull out aggregate. This will assist in preventing random cracks.

The Specifications require sawing at approximately 60-foot intervals as soon as sawing can be accomplished without damage to the pavement and before 24 hours after the concrete has been placed. The intervening joints would then be sawed. All sawing must be completed within 24-hours to prevent uncontrolled cracking. Where there is considerable difference between day temperatures and night temperatures, cracking is more likely to occur. Therefore, the Contractor is cautioned to proceed with sawing as quickly as possible after placing and commensurate without causing damage to the pavement. Delaying sawing until the next day or to near the end of the 24-hour period is likely to result in uncontrolled cracking. Concrete which has uncontrolled cracking is considered deficient workmanship and unacceptable Work under the terms of the Contract Documents. Such cracks shall be repaired according to the Plans or as directed by the Engineer at the entire expense of the Contractor.

Surface cracks shall be routed to the depth and width specified and shall be sealed with joint sealing material, Class 5 or Class 8 as specified in TxDOT's DMS-6310 "Joint Sealant and Fillers" as directed by the Engineer in writing.

Uncontrolled cracks which extend completely through the concrete section are considered failed pavement. Sections must be removed and replaced in accordance with details in the Plans or as directed by the Engineer. Such failed pavement will not be accepted for payment until repaired. Necessary repairs shall be made at the Contractor's entire expense.

DALLAS COUNTY,
TEXAS SPECIAL
PROVISION
IMPORTANT NOTICE TO CONTRACTORS

UTILITY ADJUSTMENTS

The Contractor's attention is directed to Vernon's Civil Statutes which authorize utilities, both public and private, to occupy public rights-of-way (ROW). Utilities by virtue of the direct legislative grant of Articles 1433 and Articles 1416, 1436a and 1436b, and other similar statutes, are authorized to place their facilities within the ROW along public roads, streets and highways in this State. The Contractor will not have exclusive use of the ROW as this project will require concurrent utility relocations and/or adjustments for water and sanitary sewer; as well as electrical, communication, cable television and/or gas lines throughout the construction period.

Contractors bidding this project which is within a City's jurisdiction should also be aware that Dallas County has no regulatory nor enforcement authority over utility companies occupying a portion of the right of way (ROW). These utilities are franchised by the City. Dallas County will, however, make every effort to encourage any conflicting utilities to expeditiously adjust their conflicts.

Also, where utilities are uncooperative or slow in removing conflicts, Dallas County will request that the City within the limits of their franchise agreement require the utility to make the adjustment.

Since the County has no jurisdictional authority to set a time limit upon nor force quick action in utility adjustments of conflicts and relocation of lines, failure on the part of any utility, either public or private, to expeditiously eliminate the conflict shall not be a basis for a claim to Dallas County for lack of production. **THE CONTRACTOR SHALL PROTECT AND SAVE HARMLESS DALLAS COUNTY FROM ANY CLAIMS WHATSOEVER RESULTING FROM DAMAGES, INJURIES AND/OR LACK OF PRODUCTION BECAUSE OF FAILURE UPON THE PART OF SUCH UTILITIES TO ADJUST THEIR LINES AND REMOVE CONFLICTS IN A TIMELY MANNER. THIS REQUIREMENT IS NOT INTENDED TO DENY THE CONTRACTOR ANY RIGHTS OR REMEDY AT LAW WHICH HE MAY HAVE AGAINST UTILITIES OR OTHER THIRD PARTIES CAUSING SUCH LACK OF PRODUCTION.**

THE CONTRACTOR IN EXECUTING THE CONTRACT FOR CONSTRUCTION OF THIS PROJECT ACKNOWLEDGES AND AGREES TO THE REQUIREMENTS HEREIN.

DALLAS COUNTY,

TEXAS SPECIAL

PROVISION

IMPORTANT NOTICE TO CONTRACTORS

WORKERS COMPENSATION REGULATIONS

The Contractor's attention is directed to Texas Workers' Compensation Commission Rule

110.110. The contractor and Dallas County shall comply with all aspects of said rule including the posting of "Required Workers' Compensation Coverage" notice and "Texas Workers' Compensation commission 406.121-127 of the Texas Workers' Compensation act, Texas Labor Code, Forms TWCC-81 and 85."

Sample forms are included in the contract documents.

TEXAS WORKERS' COMPENSATION COMMISSION
Southfield Building, 4000 South IH-
35 Austin, Texas 78704

If you are not certain whether all parties meet the requirements for entering into this agreement, you may wish to consult an attorney.

AGREEMENT BETWEEN GENERAL CONTRACTOR AND
SUBCONTRACTOR TO PROVIDE WORKERS' COMPENSATION
INSURANCE

Notice of Agreement

The undersigned General Contractor and the undersigned Subcontractor hereby agree that ☐ the General Contractor will withhold the cost of workers' compensation insurance coverage from the Subcontractor's contract price and that, for the purpose of providing workers' compensation insurance coverage, the General Contractor will be the employer of the Subcontractor and the Subcontractor's employees. This agreement makes the General Contractor the employer of the Subcontractor and the Subcontractor's employees only for the purposes of workers' compensation laws of Texas and for no other purpose.

TERM (DATES) OF
AGREEMENT: FROM: _____ TO: _____

LOCATION OF EACH AFFECTED JOB SITE (OR STATE WHETHER THIS IS A BLANKET AGREEMENT):

ESTIMATED NUMBER OF EMPLOYEES AFFECTED: _____
THIS AGREEMENT SHALL TAKE EFFECT NO SOONER THAN THE DATE IT IS SIGNED.

General Contractor's Affirmation

If the General Contractor's workers' compensation carrier changes during the effective period of coverage, it is advisable for the General Contractor to file this form with the new insurance carrier.

Federal Tax I.D. Number

Signature of General Contractor

Date

Address (Street)

Printed Name of General Contractor

Address (City, State, Zip)

Subcontractor's Affirmation

Federal Tax I.D. Number

Signature of Subcontractor

Date

Address (Street)

Printed Name of Subcontractor

Address (City, State, Zip)

Four copies of this form must be completed: This agreement must be filed by the General Contractor with both the Texas Workers' Compensation Commission and the workers' compensation insurance carrier of the General Contractor within 10 days of the date of execution. **The original must be filed with the Commission.** The agreement must be filed by PERSONAL DELIVERY OR REGISTERED OR CERTIFIED MAIL. Failure to file this agreement may result in a fine of up to \$5,000. Both the General Contractor and the

Subcontractor must also retain a copy of the agreement.

TEXAS WORKERS' COMPENSATION COMMISSION
Southfield Building, 4000 South IH-
35 Austin, Texas 78704

If you are not certain whether all parties meet the requirements for entering into this agreement, you may wish to consult an attorney.

Texas Workers' Compensation Act, Texas Labor Code, Section 406.121(2) defines "independent contractor" as follows: (1) "Independent contractor" means a person who contracts to perform work or provide a service for the benefit of another and who ordinarily: (A) acts as the employer of any employee of the contractor by paying wages, directing activities, and performing other similar functions characteristic of an employer-employee relationship; (B) is free to determine the manner in which the work or service is performed, including the hours of labor or method of payment to any employee; (C) is required to furnish or have his employees, if any, furnish necessary tools, supplies, or materials to perform the work or service; and (D) possesses the skills required for the specific work or service.

**AGREEMENT BETWEEN GENERAL CONTRACTOR AND
SUBCONTRACTOR TO ESTABLISH INDEPENDENT RELATIONSHIP**
Notice of Agreement

The undersigned General Contractor and the undersigned Subcontractor hereby declare that:

- (A) the Subcontractor meets the qualifications of an Independent Contractor under Texas Workers' Compensation Act, Texas Labor Code, Section 406.121;
- (B) the Subcontractor is operating as an independent contractor as that term is defined under Section 406.121 of the Act;
- (C) the Subcontractor assumes the responsibilities of an employer for the performance of work; and
- (D) the Subcontractor and the Subcontractor's employees are not employees of the General Contractor for purposes of the Act.

TERM (DATES) OF AGREEMENT:

FROM: _____ **TO:** _____

Name of General Contractor _____

Name of Subcontractor _____

LOCATION OF EACH AFFECTED JOB SITE (OR STATE WHETHER THIS IS A BLANKET AGREEMENT):

Estimated number of employees affected: _____

THIS AGREEMENT SHALL TAKE EFFECT NO SOONER THAN THE DATE IT IS SIGNED.

General Contractor's Affirmation

If the General Contractor's workers' compensation carrier changes during the effective period of coverage, it is advisable for the General Contractor to file this form with the new insurance carrier

Federal Tax I. D. Number

Signature of General Contractor

Date

Address (Street)

Printed Name of General Contractor

Address (City, State, Zip)

Subcontractor's Affirmation

Tax I. D. Number

Signature of Subcontractor

Date

Address (Street)

Printed Name of Subcontractor

Address (City, State, Zip)

Three copies of this form must be completed: This agreement must be filed by the General Contractor with the workers' compensation insurance carrier of the General Contractor within 10 days of the date of execution. The original must be filed with the insurance carrier by PERSONAL DELIVERY OR

REGISTERED OR CERTIFIED MAIL. Both the General Contractor and the Subcontractor must also retain a copy of the agreement.

DALLAS COUNTY,

TEXAS SPECIAL

PROVISION

IMPORTANT NOTICE TO CONTRACTORS

SUBMITTING BID BY COMPUTER PRINTOUT

Bidders, at their option, in lieu of hand writing in the unit prices in words in ink in the bid, may submit an original computer printout sheet bearing certification by and signature for the bidding firm. The unit prices shown on acceptable printouts will be the unit prices used to tabulate the bid and used in the contract if awarded by the Dallas County Commissioners Court. As a minimum, computer printouts must contain the information and in the arrangement shown on the "Example of Bid Prices Submitted by Computer Printout" form in the bid. Bids with unit prices by computer printout will not be read if:

- (a) The bid does not bear the certification verbatim, as shown on the example in the bid.
- (b) The computer printout is not signed in the name of the firm to whom the bid was issued.
- (c) The computer printout omits required bid items or includes items not shown in the bid.
- (d) The bid issued by Dallas County Public Works Department is not fully executed as provided above.

If the bid submitted by the Bidder contains both the form furnished by Dallas County Public Works Department, completed according to the instructions, and also a computer printout, completed according to the instructions, only one will be considered. In this situation, the unit bid prices shown on the computer printout will be used to determine the bid.

EXAMPLE OF BID PRICES SUBMITTED BY COMPUTER PRINTOUT

BID
BLACKBURN ROAD PROJECT 91-843
(HOLFORD RD to WATER OAK DR)
PAVING, DRAINAGE, AND UTILITY IMPROVEMENTS

ITEM	DESCRIPTION OF BID ITEM	UNIT OF	APPROX	CONSTRUCTION	EXTENSION OF AMOUNT	UNIT PRICE WRITTEN IN WORDS
NO.		MEASURE	QUANTITY	UNIT PRICES	FOR ITEM	
100	PREPARING RIGHT OF WAY	STATION	60	\$700.00	\$42,000.00	SEVEN HUNDRED DOLLARS AND NO CENTS
104	REMOVE CONCRETE (PAVEMENT)	SY	3239	\$7.00	\$22,673.00	SEVEN DOLLARS AND NO CENTS
104	REMOVING CONCRETE (STAB BASE AND/OR ASHALT PAVEMENT)	SY	11164	\$2.00	\$22,328.00	TWO DOLLARS AND NO CENTS

NOTE: To help in the bid tabulation process please show a maximum of 15 bid item lines on each separate sheet.

**TOTAL BID
AMOUNT**

\$87,001.00

(YOUR FIRM'S NAME) certifies that the unit prices shown on this complete computer printout for all the bid items and the alternates contained in this bid are the unit prices intended and that its bid will be tabulated using these unit prices and no other information from this printout. (YOUR FIRM'S NAME) acknowledges and agrees that the total bid amount shown will be read as its total bid and further agrees that the official total bid amount will be determined by multiplying the unit bid prices shown in this printout by the respective estimated quantities shown in the bid and then totaling all the extended amounts.

SIGNED: _____

TITLE: _____

ACKNOWLEDGE RECEIPT OF
ADDENDUM(A) #DATE: _____

NOTE: All questions regarding this RFP are to be submitted, in writing, to Kelli Wright, Contract Specialist, via e-mail to Kelli.wright@dallascounty.org or by fax to (214) 653-7449. You may inquire regarding your previous fax or email by calling 214-653-7434 or via mail to Dallas County Purchasing, 500 Elm Street, Suite 5500, Dallas, TX 75202.

All questions, comments and requests for clarification must reference the RFP number (Bid Number) on all correspondence to Dallas County. Any oral communications shall be considered unofficial and non-binding.

Only written responses to written communications shall be considered official and binding upon the County. The County reserves the right, at its sole discretion, to determine appropriate and adequate responses to the written comments, questions, and requests for clarification.

All addendum(a) and/or any other correspondence (general information, question and responses) to this RFP will be made available **exclusively** through the Dallas County website for retrieval. Contractors are solely responsible for frequently checking this website for updates to this RFP. Addendum(a) to this RFP can be located at the following web address:

<http://www.dallascounty.org/departments/purchasing/currentbids.html>

(go to the appropriate RFP #, click on the appropriate hyperlink for viewing and/or downloading.)

DALLAS COUNTY,
TEXAS SPECIAL
PROVISION
IMPORTANT NOTICE TO CONTRACTORS
SUBSTANTIAL COMPLETION

Substantial completion of the Work is achieved on the date when the following conditions are met:

1. All project work requiring lane or shoulder closures or obstructions is completed, and traffic is following the lane arrangement as shown on the plans for the finished roadway.
2. All pavement construction and resurfacing are complete and in their final configuration and permanent traffic control devices and pavement markings are in their final positions. At his discretion, the Engineer may make an exception for permanent pavement markings provided the lack of markings does not cause a disruption to traffic flow or an unsafe condition for the traveling public, and work zone pavement markings are in place.

The Contractor shall submit to the Engineer a written request to consider certification that substantial completion has been achieved when the Contractor determines he has satisfied the definitions of substantial completion as defined in this special provision. The Engineer will evaluate the request and provide written response to approve or deny the request. If the Engineer certifies substantial completion is achieved, s/he will indicate the date upon which substantial completion was achieved and will suspend contract time charges. However, assessment of time charges will resume if, in the opinion of the Engineer, completion of any remaining contract work and punch list items are not progressing at a satisfactory rate. If the Engineer denies the request, s/he will identify the unfulfilled requirements necessary to obtain substantial completion certification and contract time charges will continue to be assessed.

SPECIAL
PROVISION TO
ITEM 6 - CONTROL OF MATERIALS

ITEM 100 - PREPARING RIGHT OF
WAY ITEM 162 - SODDING FOR EROSION
CONTROL
ITEM 247 -FLEXIBLE BASE
ITEM 360 - CONCRETE
PAVEMENT
ITEM 421 - HYDRAULIC CEMENT
CONCRETE ITEM 500 - MOBILIZATION
ITEM 502 - BARRICADES, SIGNS AND TRAFFIC HANDLING

For this Project, the above applicable Items are hereby supplemented as follows:

For this Project, all Portland cement concrete test specimens for all classes and types of concrete shall be kept at the job site for twenty-four hours and protected and covered in a similar manner to the concrete which the test specimen represents. This shall apply to both beams and cylinders. Following the initial twenty-four hour period after forming, the test specimen will be picked up by project laboratory personnel and transported to the lab curing facilities, forms shall be removed and the test specimen placed in the wet room for curing and testing in accordance with the applicable Texas Test Method.

The Contractor shall be responsible to ensure that test specimens are protected from damage, covered and kept wet or moist as applicable. It may be necessary for the Contractor to erect a temporary shade or cover to aid in maintaining the temperature range specified. No direct payment will be made for this work, but shall be considered subsidiary to the various items of the Contract.

**SPECIAL
PROVISION
N TO
ITEM 100
PREPARING RIGHT OF
WAY**

For this Project, Item 100, "PREPARING RIGHT OF WAY ", of the Standard Specifications, is hereby amended with respect to the clauses cited below and no other clauses or requirements of this item are waived or changed hereby.

Article 100.1 DESCRIPTION: is supplemented by the following:

This item shall also include the verification of the location of all underground utilities which affect the work included in the scope of this contract. The Contractor shall submit, to the Engineer, field notes and / or sketches showing locations and elevations of all conflicts between existing utilities and the work included in the scope of this contract.

Article 100.3 MEASUREMENT: is supplemented by the following:

Measurement for payment will be made between the limits of construction. Measurement will be parallel and adjacent to the centerline of the right-of-way or, in the case of off-site drainage improvements, along the centerline of the improvement. No separate measurements will be made parallel and adjacent to the centerlines of intersecting streets.

Article 100.4 PAYMENT: The following to be supplemented as additional to this item:

Item 100 shall be full compensation for removing and disposing of all obstructions, trees and debris within the public right-of-way and within all easements shown on the plans to be removed or that is in direct conflict with the proposed improvements, unless specifically paid for in Item 104 series, "Removing Concrete", Item 105 series, "Removing Base and Asphalt Pavement", or Item 496, "Remove Structure".

Any abandoned utilities, light pole foundation or drainage structures that are encountered by the Contractor shall be removed. The cost of the removal of the structures shall be considered subsidiary to this item.

This item also includes tree trimming, which shall generally be for the purpose of providing adequate clearance for vehicular, pedestrian and utility usage within the public right of way. The extent of tree trimming will be specifically defined by the Engineer during construction.

All work performed in the areas not so designated on plans as "Preparing

Right of Way” will not be paid for directly but shall be considered subsidiary work to the various bid items.

**SPECIAL
PROVISION TO

ITEM 162
SODDING FOR EROSION CONTROL**

For this Project, Item 162, "SODDING FOR EROSION CONTROL", of the Standard Specifications, is hereby amended with respect to the clauses cited below and no other clauses or requirements of this item are waived or changed hereby.

Article 162.5. PAYMENT: The last paragraph of this article is deleted and replaced by the following:

All water, including vegetative watering required for preparation, establishment and maintenance of block sodding prior to planting will not be paid for directly but will be subsidiary to other bid items of the contract incidental to this Item.

Article 162.5. PAYMENT: The article is supplemented with the following:

Payment shall be authorized upon completion of the work. However, the Owner reserves the right to reduce the quantities of previously paid sod on monthly pay estimates in cases where such sod fails to establish or sustain. Pay quantities will be reinstated upon replacement of dead sod by the Contractor.

Article 162.6. ACCEPTANCE. This article is added to Item 162.

Acceptance as it relates to this article is defined as the Owner's acceptance of the project for warranty.

- A. Weed Control.** The Contractor is responsible for weed control beginning with the preparation to commence sodding activities and continuing through final acceptance. Treat weeds with pre-emergent and post-emergent herbicides that do not have a long residual effect. No sod shall be applied to soil which has been chemically treated until sufficient time has elapsed to permit dissipation of toxic materials and to permit the effective eradication of weeds. The Contractor shall assume full responsibility for any loss or damage to sod arising from improper use of herbicides. The cost for weed control is subsidiary to Item 162.
- B. Coverage.** Ensure that sodded areas have a uniform, healthy and weed-free stand of grass. The minimum living plant coverage standards for acceptance of sod in any planted area is 100% coverage of ground surface.

**SPECIAL
PROVISION TO**

**ITEM 247
FLEXIBLE
BASE**

For this Project, Item 247 “FLEXIBLE BASE”, or “FLEXIBLE BASE (DELIVERED)” of the Standard Specifications, is hereby amended with respect to the clauses cited below and no other clauses or requirements of this item are waived or changed hereby.

Article 247.2.1 “Aggregate” (Table 1) MATERIAL REQUIREMENTS.
Delete the requirements for triaxial tests (Tex-117-E) for grades 1 and 2.

**SPECIAL
PROVISION TO
ITEM 360
CONCRETE PAVEMENT**

For this project, Item 360, **CONCRETE PAVEMENT**, of the Standard Specifications, is hereby amended with respect to the clauses cited below and no other clauses or requirements of this item are waived or changed hereby.

Article 360.2.1. MATERIALS; Hydraulic Cement Concrete, is to be supplemented by the following:

“HYDRAULIC CEMENT CONCRETE” for pavement is further defined to contain no less than 520 pounds per cubic yard of cementitious materials.

Additionally the use of the term “Cementitious Materials” is defined as “Portland Cement” or one of the following:

- A. “Portland Cement with no more than 25% of the cement replacement with fly ash”.
- B. “Portland Cement with no more than 25% replacement of the cement with GGBFS”.
- C. “Portland Cement with no more than 25% replacement of the cement with GGBFS or silica fume.” However, no more than 20% may be fly ash, and no more than 5% may be silica fume.
- D. Fly Ash shall not be used when the ambient temperature is 50 degree Fahrenheit and falling.

Article 360.3.4.1. EQUIPMENT; Texturing Equipment; Carpet Drag is voided and not replaced.

Article 360.4.2.1. CONSTRUCTION; Job-Control Testing; Job-Control Strength” STRENGTH is supplemented by the addition of following:

(A) THE COMPRESSIVE STRENGTH TEST REQUIREMENT: 3200 PSI at 7 days

will be used for acceptance but will not be used for rejection. For areas that are represented by the 7-day compressive strength test which fall below the required compressive strength value, the acceptance criteria will be based upon 28-day (4400 psi) compressive strength prove out tests.

Dallas County Special

(B) PROVE OUT OPTIONS: The County through its testing Laboratory shall cast one set

of two 7-day cylinders and one set of two 28-day cylinders. Should any 7-day process control test be deficient (fails to meet 3200 psi), the County will use the results of its 28-day cylinder break results for acceptance purposes. The Contractor, at his option and expense, may also cast 28-day test cylinders simultaneously with the test cylinders made by the County's laboratory for prove-out purposes. The Contractor's test cylinders shall be made by an independent laboratory, selected by the Contractor and approved by the County. The Contractor's laboratory shall test the 28-day prove-out cylinders in accordance with Test Method Tex-418-A. If the Contractor elects not to cast his own prove-out cylinders, the County's 28-day compressive test results shall control.

At the discretion of the Engineer, coring (at the sole expense of the Contractor) may be permitted to provide additional data to support the 28-day compressive test results or to resolve disparity (greater than 7.5%) between the 28-day compressive strength test results reported by the County's laboratory and the Contractor's laboratory, respectively. If coring is authorized, the following conditions apply:

- Cores shall be made by an independent laboratory, mutually selected by the County and Contractor. The direct and indirect costs for such cores shall be paid for by the Contractor.
- Extract core samples in similar locations where the concrete was placed and break them at 28 days in accordance with Test Method Tex-424-A.
- At its option, the County may extract cores simultaneously with the independent laboratory and test them for comparison to the independent laboratory's results.

Time is of the essence if the Contractor seeks a potential remedy through coring, provided coring is authorized by the Engineer. In no case will coring be permitted beyond the 31st calendar day after the date the subject concrete was placed nor will core test results be accepted for cores tested beyond the 31st calendar day after the date the subject concrete was placed. It is the Contractor's responsibility to coordinate with the laboratory (ies) and the County inspector to obtain 28-day compressive test results on the 28th day.

To qualify for full payment, the core specimen must meet the minimum compressive strength of 4400 PSI.

(C) PRICE ADJUSTMENT FACTOR FOR DEFICIENT CONCRETE STRENGTH:

It is the intent of this Specification that all concrete construction covered by this Specification be constructed in strict conformity with the Plans and these Specifications. Where any work is found to be constructed of concrete with strength values of less than the specified minimum 28 day compressive strength, the following rules relative to adjustment of payment

of acceptable work and to replacement of pavement shall govern.

- (a) If the concrete compressive strength is less than the minimum required strength of 4400 PSI, when tested at 28 days, the price adjustment factor per square yard of concrete having a deficient strength shall be in accordance with the following table:

Percent Deficient

0%-10%
 10%-15%
 15%-20%
 Greater than 20%

Price Adjustment Factor

-\$5.00/SY
 -\$10.00/SY
 -\$20.00/SY

***No Payment/Remove and
 Replace (at Engineer's
 option)**

The Price Adjustment Factor shall be deducted from payment due or to become due to the Contractor.

(b) All concrete having strength more than 20 percent (20%) deficient shall be removed and replaced with concrete meeting the requirements of these Specifications at the entire cost and expense of the Contractor.

(c) The area of concrete concerned in the adjustment or removal shall be the designated area represented by the compressive strength values determined as herein above specified. Measurement for adjustment or removal will be made to points equidistant between acceptable and unacceptable test points (points at which a compressive strength value was determined.)

(D) CONCRETE DESIGN FOR INTERSECTIONS: When paving and finishing of street intersections and left turn lanes are accomplished by hand methods, the concrete used shall conform to the following special requirements:

<u>Location</u>	<u>Minimum Cementitious</u>	<u>Max. Slump</u>
Major Thoroughfares	6 Sacks per Cubic Yard	4 inches
Secondary Thoroughfares	5.5 Sacks per Cubic Yard	4 inches
Residential Streets	5.5 Sacks per Cubic Yard	4 inches

These special conditions will not be required when the intersection or left turn lane will be placed and finished by mechanical methods. If the Plans or Special Provisions indicate that traffic will be routed over the new concrete surface prior to the normal 7-day waiting period, the use of high-early strength concrete will be required. When high-early strength concrete is used, traffic will not be allowed on the surface for a minimum period of 72 hours after placing of the concrete, unless an earlier opening is authorized by the Engineer.

(E) TEST SPECIMENS AND QUALITY CONTROL: During the progress of the work, the Engineer will cast cylinders for testing to maintain a check on the compressive strength of the concrete actually being placed. Concrete failing to meet the specifications for materials, proportions, construction methods, strength, or dimensions may be required to be

removed and replaced with concrete meeting the specified requirements.

Not less than two sets of 2 test cylinders for a compressive strength value will be taken from the concrete for each 450 square yards or less of concrete pavement placed each day - one set of 2 for 7-day compressive strength test and the second set of 2 for 28-day compressive strength test. A compressive strength value shall be the average of the strengths of the two cylinders.

Additional cylinders may be made by the Engineer as required by concrete placing conditions, or for adequately determining the strength of the concrete where the early use of the base or pavement is dependent upon the concrete strength tests. No extra compensation will be paid to the Contractor for materials and labor involved in fulfilling these requirements.

The test cylinders shall be tested at the age of 7 days in order to determine the compressive strength. Should the average 7-day compressive strength, as determined by the average of the last 10 compressive strength test cylinders obtained from test of cylinders made from concrete of the same water-cement ratio, fail to meet the strength requirement, the Contractor shall modify the mix design to obtain additional strength. Should any set of test cylinders fail to meet the strength requirements, that area shall be considered to be composed of concrete requiring prove-out by the 28-day compressive test results.

The Engineer, at his option, may reject as non-representative any individual compressive strength test in each group of ten where strengths are more than 10 percent above or below the average compressive strength on the basis of the remaining values.

If directed by the Engineer, the Contractor shall provide and maintain curing facilities for the purpose of curing concrete test specimens. The cost of all materials used in test specimens and the cost of providing and maintaining curing facilities will not be paid for as a separate pay item, but the costs thereof shall be included in such pay items as are provided.

Article 360.4.8.3. CONSTRUCTION; Spreading and Finishing; Surface Texturing is voided and replaced by the following:

After completion of the straightedge operation, as soon as construction operations permit, texture shall be applied with 1/8 inch wide metal tines with clear spacing between the tines being not less than 1/4 inch nor more than **one** inch. If approved by the Engineer in writing, other equipment and methods may be used, provided that a surface texture meeting the specified requirements is obtained. The texture shall be applied transversely. It is the intent that the average texture depth measured by three randomly distributed tests within each day's production be not less than 0.05 inch when tested in accordance with Test Method Tex-436-

A. Should the average texture depth fall below that intended, the finishing procedures shall be revised to produce the desired texture.

Article 360.6. PAYMENT is supplemented by the following:

Permanent leave outs will be required as necessary to provide access to medians, driveways and side streets as shown in the plans and/or as directed by the Engineer. The cost for providing these leave outs will not

be paid for directly but shall be subsidiary to this item.

SPECIAL
PROVISION TO
ITEM 421
HYDRAULIC CEMENT
CONCRETE

For this project, Item 421 **“HYDRAULIC CEMENT CONCRETE”**, of the Standard Specifications, is hereby amended with respect to the clauses cited below and no other clauses or requirements of this item are waived or changed.

Article 421.2 MATERIALS, Sub article (B) (1) FLY ASH, add the following:

The engineer may disallow use of Fly Ash when the ambient temperature or forecasted temperature for any time in the following seven days is less than 50 degrees Fahrenheit.

Article 421.4 CONSTRUCTION, (A) CLASSIFICATION AND MIX DESIGN, add the following:

- 1 The Contractor is responsible for trial batch testing.
- 2 The mix design shall include trial batches for making pilot beams prepared as described in the most recent version of ACI 211. The beams shall be prepared and tested according to test method Tex 448-A. To establish an approved mix, a minimum of ten tests (one test equals the average of two specimens) is required for each individual mix design. The Contractor will be required to employ, at the Contractor's sole expense, a testing laboratory approved by the Engineer for casting and testing all pilot beams.

Article 421.8 Article 421.4 CONSTRUCTION, (G) SAMPLING AND TESTING OF CONCRETE, add the following: DALLAS COUNTY PROCEDURE FOR “PROVE OUT”.

DALLAS COUNTY PROCEDURE FOR “PROVE OUT”

COMPRESSIVE STRENGTH OBTAINING AND TESTING DRILLED CORES

SCOPE:

This method covers the procedure for obtaining, preparing and testing cores drilled from concrete pavement for length and compressive strength determination.

APPARATUS:

- Core drill for obtaining 4” diameter cylindrical core specimens.
- A callipering device that will measure the length of axial elements of core.
- A moisture-conditioning bath with temperature controlled at 73° F. plus or minus 3° F.
- A capping device as required in Tex-418-A.
- A testing machine, the machine shall have a minimum test range capacity of 0 to 250,000 pounds force, meet the requirements of Tex-418-A.

SAMPLING:

General – Samples of hardened concrete for use in the preparation of strength test shall not be taken until the concrete has become at least 23 days of age. During the interval between coring and lime soaking the specimens shall be air dry cured.

Specimens containing embedded reinforcement shall not be used. The entire length of core representing the full depth of concrete pavement shall be used. Prior to capping, measure the length and diameter of Specimen to the nearest 0.01 inch (all test specimens shall have an uncapped length-diameter ratio (1.75:1 to 2:1). End preparation of core specimens to be tested in compression shall be essentially smooth, perpendicular to the longitudinal axis, and of the same diameter as the body of the specimen.

Moisture conditioning: submerge the test specimen in (lime saturated) water at 73° F. plus or minus 3° F. for at least 40 hours immediately prior to making the compression test. The specimen shall be tested at **28 days**.

Before making the compression test, cap the ends of the specimens in conformance with ASTM

Method C-192. After capping and prior to testing, measure the length of the capped specimen to the nearest

0.01 inch. Test the specimens in accordance with the applicable provisions of ASTM method C39 and Tes-418-A. The rate of loading shall be strictly adhered to.

CALCULATIONS:

Calculate the compressive strength of each specimen using the computed cross

sectional area based on the average diameter of the specimen.

REPORT:

- A. Report the results as length of test specimen before and after capping.
- B. Compressive strength to the nearest 10 psi.
- C. Direction of application of load on the specimen.
- D. The moisture condition at the time of testing.
- E. Rate of loading.

**SPECIAL
PROVISION TO

ITEM 500
MOBILIZATION
N**

For this project, Item 500, "MOBILIZATION", of the Standard Specifications, is hereby amended with respect to the clauses cited below and no other clauses or requirements of this specification are waived or changed hereby.

Article 500.1. DESCRIPTION: This article is supplemented by the following:

This Item shall consist of the mobilization necessary to construct Paving and Drainage contract items only

Article 500.2. MEASUREMENT: This article is voided in its entirety and replaced by the following: Measurement of the Item, Mobilization, as specified herein will be by the "Lump Sum" as the work on Paving and Drainage items only progress.

Article 500.3. PAYMENT: This article is voided in its entirety and replaced by the following:

Partial payments of the "Lump Sum" bid for mobilization will be as follows. The adjusted contract amount for construction items as used below is defined as the contract amount (including any change orders approved at the time a request for partial mobilization payment is made) of all Paving and Drainage Work items less the lump sum bid for Item 500, "Mobilization", Item 504, "Field Office" and Item 502 "Barricades, Signs and Traffic Handling". The Lump Sum bid for this item shall not include any cost or sum for mobilization of Work on Water and Sanitary Sewer items. Those costs shall be included in the unit price bid for Water and Sanitary Sewer Work items. Otherwise, the bids will be considered unbalanced and a cause for consideration of rejection. Partial payments for mobilization will be made in accordance with the following schedule up to a maximum of 10 percent of the adjusted contract amount.

- (1) When 10 percent of the adjusted contract amount for paving and drainage construction items is earned, payment for 50 percent of the lump sum for "Mobilization" will be made.
- (2) Upon completion of 25 percent of paving and drainage work under this contract, payment for 75 percent of the lump sum bid for "Mobilization" will be made.
- (3) Upon completion of 50 percent of all paving and drainage work under this contract, payment for the remainder of the lump sum

bid for "Mobilization" will be made.

**SPECIAL
PROVISION TO**

**ITEM 502
BARRICADES, SIGNS, AND TRAFFIC HANDLING**

For this Project, Item 502, "BARRICADES, SIGNS, AND TRAFFIC HANDLING", of the Standard Specifications, is hereby amended with respect to the clauses cited below and no other clauses or requirements of this item are waived or changed hereby.

Article 502.2. CONSTRUCTION: The first paragraph is supplemented by the following:

High intensity grade reflective sheeting shall be used on all signs and barricades on this project in accordance with TxDOT specification DMS-8300.

The Contractor's Traffic Control Plan (TCP) shall be submitted to the Engineer for approval a minimum of ten days prior to beginning work. The TCP will be coordinated with the approved schedule and sequence of construction. No work shall begin until the TCP is approved by the Engineer.

Prior to beginning work, the contractor shall designate, in writing, a competent person who will be responsible and available on the project site to ensure compliance with the TCP. The Engineer or his representative will have the authority to assure compliance with the MUTCD and TCP.

Article 502.3. MEASUREMENT: This article is voided in its entirety and replaced by the following:

Barricades, Signs and Traffic Handling will be measured by the month or fraction of a month. Time for beginning measurement for payment shall begin upon the effective date of the "Notice to Proceed" provided signs and barricades are in place or upon the date that signs and barricades are complete in place following the effective date of the "Notice to Proceed". Measurement for payment shall end upon the date of completion of the final inspection unless the Contractor has been previously authorized to remove the signs and barricades, in which case measurement shall cease on the date of such authorization.

Article 502.4. PAYMENT: This article is voided in its entirety and replaced by the following:

The work performed and materials furnished in accordance with this item and measured as provided under "MEASUREMENT" will be paid for

at the unit bid price for "Barricades, Signs and Traffic Handling". This price is full compensation for installation, maintenance, adjustments, replacements, removal, materials, equipment, labor (including flaggers), tools, and incidentals, including but not limited to signs and barricades including the proper application and removal of temporary (construction) markings, signs and barricades.

**SPECIAL
PROVISION TO
ITEM 506
TEMPORARY EROSION, SEDIMENTATION AND ENVIRONMENTAL CONTROLS**

For this project, Item 506, "Temporary Erosion, Sedimentation, and Environmental Controls," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Article 506.2. Materials. Section I. Sandbags. Table 1 is replaced with the following:

**Table 1
Sand
Gradation**

Sieve #	Retained (% by Weight)
4	MAXIMUM 3%
100	MINIMUM 80%
200	MINIMUM 95%

SPECIAL
TO
GENERAL PROVISIONS AND
REGULATIONS ARTICLE 5.5 -

The last paragraph of Article 5.5 of the General Provisions and Regulations is deleted and replaced with the following:

The superintendent will be designated solely to the Project and will be available on the project site at all times. In the event a competent superintendent is not available, the Engineer may suspend work until one is available, but contract time charges will continue to be assessed.

SPECIAL
TO
GENERAL PROVISIONS AND
REGULATIONS ARTICLE 6.2 -

Article 6.2 of the General Provisions and Regulations is appended as follows:

When Work requiring sampling and/or testing is not ready for sampling and/or testing at the time the Laboratory arrives on the project site, the Contractor shall be responsible for payment of Laboratory technician standby time, which is represented by the time between the technician's arrival on the project site and the time the Work is ready for sampling and/or testing.

The Contractor shall be responsible for the direct and indirect costs for any tests that benefit the Contractor. For any tests that benefit the Contractor, sampling, prove-out tests, or re-tests, the Contractor shall be required to use the same Laboratory that the County has contracted with to perform sampling and testing services for the project. Unit rates for services billed to the Contractor by the Laboratory will be the same rates billed to the County.

The Contractor shall make timely payments to the Laboratory for any technician time and services performed by the Laboratory that are billable to the Contractor. Make payment to the Laboratory within 30 days of receipt of any invoice from the Laboratory. If the Contractor fails to make timely payments to the Laboratory, the County may elect to pay the outstanding Laboratory invoice(s) and deduct the amount(s) from the monthly pay applications, regardless of the reason for payment delays. The Contractor is responsible for making payments to the Laboratory, regardless of whether any of his subcontractors is responsible for payment.

SPECIAL
TO
GENERAL PROVISIONS AND
REGULATIONS ARTICLE 6.4 -

Paragraph 2 of Article 6.4 of the General Provisions and Regulations is appended as follows:

If the Owner grants authorization to store materials within the right of way, the materials shall be stockpiled in such a way that they do not restrict visibility of and access to adjacent properties or lessens the ability for the motoring public to safely navigate through the work zone.

SPECIAL
TO
GENERAL PROVISIONS AND REGULATIONS
ARTICLE 7.29 - TEXAS POLLUTANT DISCHARGE ELIMINATION SYSTEM

Article 7.29 of the General Provisions and Regulations is deleted and replaced with the following:

Permits and Stormwater Pollution Prevention Plans (SW3P). As the primary operator, the Contractor shall be responsible for filing with the Texas Commission on Environmental Quality the Notice of Intent (NOI) for coverage under the TPDES Construction General Permit TXR150000 and the Notice of Termination (NOT) for all work to be performed as part of the contract. The County will be designated as the secondary operator.

SPECIAL
TO
GENERAL PROVISIONS AND REGULATIONS
ARTICLE 9.7 - MONTHLY ESTIMATES AND PARTIAL

Article 9.7 of the General Provisions and Regulations is amended as shown below:

Between the 25th day and the last day of each month, the Contractor will submit to the Engineer an approximate estimate of the value of the Work done under these Specifications during the month. Whenever the estimate of Work done since the last previous estimate exceeds one thousand dollars (\$1,000.00) in amount, a percentage of such estimated sum will be paid the Contractor.

The County of Dallas will retain fifteen (15) percent on all contracts of \$200,000.00 and less, ten

(10) percent on contracts less than \$400,000.00 and five (5) percent on contracts of \$400,000.00 and over. When the project is 95 percent complete and Work is progressing satisfactorily and on schedule, the Contractor may apply for a reduction in the amount retained. The request for a reduction in the amount retained is subject to the approval of the Engineer. Said amount retained will not be paid until final acceptance of the project. The Contractor shall furnish to the Engineer such detailed information as may be requested to assist in the verification of monthly estimates. It is understood that monthly estimates will be approximate only and that all monthly estimates and partial payments in which errors may occur will be automatically corrected in the succeeding estimate and partial payment. Such estimates shall not in any respect be taken as a certification of the amount of Work done or of its quality or sufficiency or as an acceptance of Work nor, in any way, release the Contractor from any responsibility of the Contract.

In conjunction with each monthly pay estimate, the Contractor may be required to submit an updated schedule detailing planned work activities to complete the contract within the allocated time, when in the Engineer's review of the most recently submitted schedule, the progress of work activities is determined to be behind schedule. Submittal of an updated schedule, when requested by the Engineer, will be required to process the monthly pay estimate.

SPECIAL
TO
GENERAL PROVISIONS AND REGULATIONS
ARTICLE 9.8 - PAYMENT FOR MATERIAL ON HAND

Article 9.8 of the General Provisions and Regulations deleted and replaced with the following:

If payment for MOH is desired, request compensation for the invoice cost of acceptable nonperishable materials that have not been used in the work before the request, and that have been delivered to the work location or are 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. Include only materials that have been sampled, tested, approved, or certified, and are ready for incorporation into the work.

Only materials which are completely constructed or fabricated on the Contractor's order for a specific Contract and are so marked and on which an approved test report has been issued are eligible. Any repairs required after fabricated materials have been approved for storage shall require approval of the Engineer before being made and shall be made at the Contractor's expense. Include only those materials that have an invoice cost of at least \$10,000.00 per unique material per single unit in the request for MOH payment. For multiple work order Contracts, payment for MOH will only be made for materials authorized for purchase by the work order or by written approval of the Engineer.

If the request is acceptable, the Engineer will include payment for MOH in a progress payment. Payment for MOH 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. In conjunction with monthly pay applications, the Contractor shall furnish paid invoice(s) to the County for materials on hand in which payment is requested. The paid invoice shall contain a statement signed by the Contractor indicating that payment for materials shown on the invoice(s) has been made. The Contractor may also be required to submit proof of payment for these materials in the form of a canceled check or other documentation deemed adequate by the Engineer. Payment may be limited to a portion of the invoice cost or unit price if shown elsewhere in the Contract. Payment for precast products fabricated or constructed by the Contractor for which invoices or freight bills are not available may be made based on statements of actual cost.

Payment for MOH for work items funded wholly by a City or other entity may be subject to additional requirements or the City or other entity may elect not to pay for MOH at all, in which case there shall be no recourse for the Contractor.

SPECIAL SPECIFICATIONS
DALLAS COUNTY

SPECIAL SPECIFICATION

ITEM 599 PARTNERING WORKSHOP

1. PARTNERING

The intent of this section is to promote an environment of trust, mutual respect, integrity, and fair-dealing between the Department and the Contractor. The Department and the Contractor agree that no party is an agent, servant, or employee of the other party. No joint enterprise exists between the Department and the Contractor.

- 1.1. **Procedures for Partnering Meetings and Format.** Informal partnering is required, unless formal partnering is mutually agreed to in lieu of the informal partnering.
- 1.2. **Facilitators.** The facilitator is to act as a neutral party seeking to initiate cooperative working relationships. This individual must have the technical knowledge and ability to lead and guide discussions. Choose either an internal or external facilitator. The facilitator must be acceptable to the Engineer.
 - 1.2.1 **Internal Facilitators.** A Department or Contractor staff member may be selected as the facilitator at no additional cost to either party.
 - 1.2.2 **External Facilitators.** A private firm or individual that is independent of the Contractor and the Department may be selected as the facilitator. Submit the facilitator's name and estimated fees for approval before contracting with the facilitator.
- 1.3. **Meetings and Arrangements.** Coordinate with the Engineer for meeting dates and times, locations including third party facilities, and other needs and appurtenances including but not limited to audio or visual equipment. Make all meeting arrangements for formal partnering. Use Department facilities or facilities in the vicinity of the project if available. Submit the estimated meeting costs for approval before finalizing arrangements.

Coordinate facilitator discussions before the partnering meeting to allow the facilitator time to prepare an appropriate agenda. Prepare a list of attendees with job titles and include critical Contractor, subcontractor, and supplier staff in the list. Provide the facilitator the list of attendees and invite the attendees listed.

The Department will invite and provide a list of attendees that includes but is not limited to Department, City, County, law

enforcement, railroad, and utility representatives.

Participate in additional partnering meetings as mutually agreed.

- 1.4. **Payment.** Expenses for labor, Contractor equipment, or overhead will not be allowed.

Informal partnering will be conducted with each party responsible for their own costs.

For formal partnering using internal facilitators, the Contractor will be responsible for arrangements and for expenses incurred by its internal facilitator, including but not limited to meals, travel, and lodging. Department facilitators may be used at no additional cost.

For formal partnering using external facilitators, submit an invoice to the Engineer for reimbursement. The Department will reimburse the Contractor for half of the eligible expenses as approved. For external facilitators not approved by the Department but used at the Contractor's option, the Contractor will be responsible for all costs of the external facilitator.

For meeting facilities and appurtenances, submit an invoice to the Engineer for reimbursement. The Department will reimburse the Contractor for half of the eligible expenses as approved.

SPECIAL SPECIFICATION ITEM 7000

GUIDANCE FOR DOCUMENTING CONTRACTOR PERFORMANCE EVALUATIONS

1. There are several reasons for documenting the performance of a construction contractor: to establish a written case for possible future termination; to document possible justification for exclusion from future County project considerations; and for use as a tool to urge the contractor to perform up to the contract standard. In order to develop adequate documentation for performance appraisals, it is suggested that the following general guidelines be used to evaluate a contractor's performance with respect to each rated element.

a. Quality of Work (Contractor Quality Control (CQC)):

- i. Inadequate control
- ii. Failure to perform necessary testing
- iii. Failure to implement 3-phase inspection process
- iv. Inadequate or incomplete CQC documentation
- v. Failure to identify, and correct deficient work
- vi. Inadequate reviews of materials and shop drawings
- vii. Incorporation of unspecified materials

To back up any proposed unsatisfactory rating, the Remarks Section in Part III of the Performance Evaluation form must contain detailed comments, based on back-up material and with specific instances of deficiencies, as appropriate.

b. Timely Performance:

- i. Is the contractor completing the construction activities in a timely manner? This includes administrative activities as well as physical construction activities.
- ii. Did the contractor adequately schedule the work?
- iii. Has the contractor met administrative milestone dates?
- iv. Has the contractor met physical milestone dates specified by contract or agreed to in the project schedule?
- v. If the schedule has slipped through the contractor's fault or negligence, has he taken appropriate corrective action of his own volition?

vi. Has the contractor furnished updated project schedules on a timely basis?

c. Effectiveness of Management:

- i. Are the contractor's on-site and home office management personnel exhibiting the capacity to adequately plan, schedule, resource, organize and otherwise manage the work? If not, describe and relate to other rated elements.
- ii. Is the contractor making a good faith effort to comply with the subcontracting plan?

d. Compliance with Labor Standards:

- i. Has the contractor complied with all required labor standards and provisions?
- ii. Have necessary corrective actions been made without significant County interventions?
- iii. Are payroll records being submitted in a complete and timely manner?
- iv. Is the contractor complying with affirmative action and EEO compliance requirements?

e. Compliance with Safety Standards:

- i. Has the contractor implemented an effective safety program; one which minimizes/mitigates potential accidents?
- ii. Has the contractor provided appropriate personnel protective equipment and associated necessary training?
- iii. Has the contractor taken necessary corrective actions when safety deficiencies are noted or are violations only corrected after significant County intervention?

f. Performance Evaluation Form Preparation:

- i. The telephone number of the Project Manager or other evaluator who prepares the report should be on the form.
- ii. A notation of the Project Manager or appropriate evaluator is required on each form.
- iii. A notation of Interim report, or Subcontractor should be clearly displayed at the top of the form, if applicable.
- iv. The signature of the Project Engineer or appropriate evaluator is required on each form.

The above questions are not intended to be all inclusive, but should provide a point of departure to develop additional questions and responses which will result in the preparation of a well-documented performance evaluation.

CONSTRUCTION CONTRACTOR PERFORMANCE EVALUATION

1. PURPOSE

To establish a policy and procedures for evaluating construction contractor performance.

2. APPLICABILITY

The policy and procedures set forth herein will be applied by the Dallas County Department of Public Works to all contracts that include expenditure of County funds for direct construction costs regardless of the responsibility for construction management/oversight.

3. PROCEDURES

- (a) Project managers in the Engineering and Construction Division of the Department of Public Works will collaborate with the Dallas County Construction Inspector throughout the construction period to evaluate the Contractor's performance and prepare a performance evaluation report on the prescribed form(s) accompanying this document.
- (b) The final performance evaluation report shall be prepared within 60 days of substantial completion of the work, or at the time of contract termination.
- (c) An interim performance evaluation report shall be prepared for contracts underway when a Contractor's performance is generally unsatisfactory for any element for a period of three months or longer, or as appropriate.
- (d) Pre-award Responsibility Determinations. Previous performance evaluations of construction contractors will be used in making responsibility determinations. Before selecting qualified responsible contractors for future awards, the Project Manager must retrieve all performance evaluations on file pertaining to the prospective awardee's and make a determination of responsibility regarding the contractor's previous performance on County contracts. Particular attention should be given interim unsatisfactory evaluations whenever a final evaluation is not yet available.

4. IMPLEMENTATION

- (a) The first step in evaluating Contractor's performance is notifying the Contractor at the preconstruction conference of the performance elements against which his performance will be evaluated. This notification is documented in the contract file. The contractor should be informed as to what constitutes satisfactory and unsatisfactory performance during the life of the contract, and that the Project Manager and Inspector intend to use performance evaluations to document contract performance. Documentation to support the evaluation should be collected throughout the course of the contract.
- (b) Interim Performance Evaluation Reports
 - (1) An interim performance evaluation report must be initiated when a contractor's performance is unsatisfactory on one or more elements for a period of three months or longer, or when circumstances dictate as

noted in paragraph b(3) below. When unsatisfactory performance is noted, the contractor will be called into a conference to discuss problem areas and their resolution. A Memorandum for Record (MFR) of the meeting will be prepared. The contractor will be advised that performance must improve within 30 days or within a reasonable period. During this period, the Project Manager and Inspector will closely monitor problem areas. If no material improvement is noted, a letter will be sent to the contractor as notification of intent to issue an interim unsatisfactory performance rating. The letter will address previous meetings and

identify the facts on which the interim unsatisfactory rating is based. A copy of this correspondence will be forwarded to the contractor's bonding company. NOTE: The Director of Public Works should be kept personally aware of the status of the contract.) It is mandatory that the contractor be given the opportunity to meet with the Project Manager and/or Director of Public Works prior to issuance of the unsatisfactory rating.

- (2) The contractor will be allowed at least 14 days to respond in writing to the notification of intent letter. At the end of the specified time period, if there is no response or evidence of substantially improved performance, the interim unsatisfactory rating will be issued in a report prepared by the Inspector or Project Engineer. Once again, the contractor's bonding company will be notified of the actions taken. If the contractor responds within the allotted time frame, all written comments will be included in the report. If not, a comment regarding the contractor's lack of response will be included in the evaluation. Should the contractor respond to the "letter of intent" within the allotted time frame, any written comments made by the contractor will be included in the report and factual discrepancies alleged shall be discussed, resolved, if possible, and made a part of the report. Changes in the report may be made, if appropriate.
 - (3) As stated in paragraph 4(b)(1) above the normal time frame for initiation of an interim unsatisfactory performance evaluation usually occurs after three months of unsatisfactory performance. However, in circumstances involving a critical feature of the work that the contractor must perform satisfactorily and does not, or if the project is of a short duration, an unsatisfactory rating for poor performance may be issued without waiting for the end of the three month evaluation period.
 - (4) Interim unsatisfactory ratings alert contractors of their shortcomings and serve as a valuable tool in energizing them to improve their performance, correct deficiencies, and avoid a final unsatisfactory rating. After the issuance of an interim unsatisfactory rating, the Project Manager and Inspector must continue to monitor the contractor's performance and to document performance improvement. Documents should be in the form of a memoranda of meetings, letters to the contractor, quality assurance reports, photographs, etc. The Project Manager and Inspector will re-evaluate the interim unsatisfactory rating every three months until the contract is complete. The re-evaluation should include the reasons why it is in the County's best interests to allow the contractor to continue performance of the contract. A new evaluation is not required if the unsatisfactory performance continues for additional periods, although the files should continue to be fully documented. However, should the contractor's performance on any performance evaluation element change, the original interim rating may be amended with a 'written addendum which reflects the changes. This written amendment should become a part of the original contract file.
- (c) Final Implementation Evaluation Reports
- (1) Within 60 days of substantial completion of the work (as determined

jointly by the Project Manager and Inspector) a Performance Evaluation Form must be prepared. Final evaluation performance reports are processed in the same manner as described above, except that the 30-day review period stipulated is only applicable to interim unsatisfactory evaluation reports. The original performance evaluation report for each contract is to be retained in the contract file for a minimum of three years after the date of the report. The Project Manager is usually the evaluator who prepares the report, and each performance report shall be reviewed for accuracy and fairness by an individual having knowledge of the contractor's performance at a supervisory level above that of the evaluator.

(2) If the evaluator concludes that a contractor's overall performance was unsatisfactory, the contractor shall be advised in writing that a report of unsatisfactory performance is being prepared and the basis for the report. The contractor must be afforded the opportunity to submit written comments, which should be addressed and included in the report. There are no rigid rules governing the number of items of a performance evaluation that must be unsatisfactory before an overall unsatisfactory rating is issued. Unsatisfactory performance on one or more of the elements to be rated may be sufficient to justify an overall unsatisfactory rating. Final unsatisfactory ratings should not be a surprise to the contractor since interim notification of the contractor's deficiencies should be fully documented during the course of the contract, and it is mandatory that the contractor be given the opportunity to meet with the Project Manager and/or Director of Public Works prior to issuance of the unsatisfactory rating. However, an interim unsatisfactory report is not a prerequisite for issuing a final unsatisfactory rating. Further, the Project Manager and/or Director of Public Works must be satisfied that the justification and documentation supporting an unsatisfactory rating is adequate. Interim and final unsatisfactory performance evaluation reports must be signed by the Project Manager or Director of Public Works. The final performance evaluation report will supersede any previous interim reports. Final unsatisfactory ratings can be amended, if warranted, to reflect changes in the evaluation of performance elements caused by resolution of contractor claims or compliance with warranty requirements. Amendments to final unsatisfactory reports must be made in writing stating why an amendment to the rating is necessary and which elements need to be changed.

(3) On job order contracts, a final performance evaluation report should be prepared at the conclusion of the entire contract.

(d) Future Exclusion from County Projects

Following issuance of a final unsatisfactory performance evaluation report, the Director of Public Works shall promptly make a determination regarding the appropriateness of pursuing exclusion of the contractor from future consideration for work on Dallas County projects based on his record of unsatisfactory performance evaluations. This written determination shall indicate the rationale for seeking or not seeking exclusion.

(e) Outstanding Performance Ratings

When appropriate, contractors should be recognized for outstanding performance on projects. When submitting an outstanding rating, the evaluator will include a draft letter of appreciation to the contractor with a copy of the evaluation. The Project Manager shall review the draft and have it typed in final form of the Director of Public Works signature.

(f) Subcontractor Performance Evaluations

Where a subcontractor is known to exert significant influence on or control progress through a special relationship with the prime contractor (as in the case of a subsidiary of an affiliated company), or by virtue of performing a significant portion of the contract, a performance evaluation will be prepared on the subcontractor, in addition to the evaluation report prepared on the prime contractor. Subcontractor evaluations are stored in the same manner as for prime contractors.

(g) Contractor Notice

A copy of each completed performance evaluation must be formally transmitted to the contractor, regardless of the rating. This action is especially important for contractors who are performing in an unsatisfactory manner. Unsatisfactory contractors should be given a copy of the performance evaluation report as soon as it has been processed and signed by the Director of Public Works.

CONTRACTOR PERFORMANCE EVALUATION

CONSTRUCTION

Type of Evaluation:

☐ INTERIM ()%☐ FINAL☐ AMENDED☐ TERMINATED FOR DEFAULT

Project Manager:

Sr. Inspector:

Project Inspector:

Contractor Name:

Contractor Phone No:

Street Number & Name:

City:

State:

Zip Code:

PART I - GENERAL CONTRACT DATA

Project Name and Limits:

Project
Number:

Project Location:

Original Contract Amount:

Number of Change Orders To
Date:Contract Amt with
Modifications:

Net Amount Paid (if Final):

Liquidated Damages:

Bid Open Date:

Award Date:

Substantial Completion
Date:

Type of Subcontracting:

☐ Bridge☐ Drainage☐ Water and/or Sewer☐ Landscaping☐ Paving☐ Pavement Markings☐ Excavation☐ Other(s) [Specify]:

PART II - PERFORMANCE EVALUATION OF CONTRACTOR

Overall Rating: ☐ Outstanding ☐ Above Average ☐ Satisfactory ☐ Marginal ☐ Unsatisfactory

Evaluator Information

Evaluator (Print Name):

Evaluator Title:

Evaluator's Signature:

Organization (if not Dallas County):

Date:

Management Concurrence (FOR DALLAS COUNTY USE)

Evaluation Reviewed By (Print Name):

Reviewer's Title:

Reviewer's Signature:

Date:

REFER TO PART III FOR EVALUATION OF PERFORMANCE ELEMENTS

PART III-EVALUATION OF PERFORMANCE ELEMENTS

N/A=NOT APPLICABLE O=OUTSTANDING A=ABOVE AVERAGE S=SATISFACTORY M=MARGINAL U=UNSATISFACTORY

QUALITY CONTROL	N/A	O	A	S	M	U	EFFECTIVENESS OF MANAGEMENT	N/A	O	A	S	M	U
a. QUALITY OF WORKMANSHIP							a. COOPERATION						
b. ADEQUACY OF THE CQC PLAN							b. MANAGEMENT OF RESOURCES PERSONNEL						
c. IMPLEMENTATION OF THE CQC PLAN							c. COORDINATION AND CONTROL OF SUBCONTRACTORS						
d. QUALITY OF CQC DOCUMENTATION							d. ADEQUACY OF SITE CLEAN UP						
e. STORAGE OF MATERIALS							e. EFFECTIVENESS OF JOB SITE SUPERVISION						
f. ADEQUACY OF MATERIALS							f. COMPLIANCE WITH LAWS AND REGULATIONS						
g. ADEQUACY OF SUBMITTALS							g. PROFESSIONAL CONDUCT						
h. ADEQUACY OF QC TESTING							h. REVIEW/RESOLUTION OF SUBCONTRACTORS ISSUES						
i. ADEQUACY OF AS-BUILTS							i. IMPLEMENTATION OF SUBCONTRACTING PLAN						
j. USE OF SPECIFIC MATERIALS							COMPLIANCE WITH LABOR STANDARDS						
k. IDENTIFICATION/CORRECTION OF DEFICIENT WORK IN A TIMELY MANNER							a. CORRECTION OF NOTED DEFICIENCIES						
TIMELY PERFORMANCE							b. PAYROLLS PROPERLY COMPLETED AND SUBMITTED						
a. ADEQUACY OF INITIAL PROGRESS SCHEDULE							c. COMPLIANCE WITH LABOR LAWS AND REGULATIONS WITH SPECIFIC ATTENTION TO THE DAVIS-BACON ACT AND EEO REQUIREMENTS						
b. ADHERENCE TO APPROVED SCHEDULE							COMPLIANCE WITH SAFETY STANDARDS						
c. RESOLUTION OF DELAYS							a. ADEQUACY OF SAFETY PLAN						
d. SUBMISSION OF REQUIRED DOCUMENTATION							b. IMPLEMENTATION OF SAFETY PLAN						
e. COMPLETION OF PUNCHLIST							c. CORRECTION OF NOTED DEFICIENCIES						
f. SUBMISSION OF UPDATED AND REVISED PROGRESS SCHEDULES													
g. WARRANTY RESPONSE													

REMARKS

Explanation of unsatisfactory evaluation is required. Other comments are optional. Provide facts concerning specific events or actions to justify the evaluation. These data must be in sufficient detail to assist contracting officers in determining the Contractor's responsibility. Continue on separate sheet(s) if needed.

CONTRACTOR EVALUATION OF DALLAS COUNTY

Evaluator's Name:		Company Name:				
Street Name and Number:		City:	State:	Zip Code:	Phone No:	
Project Name:		Project Limits:				
Dallas County Project Manager:		Dallas County Inspector 1:		Dallas County Inspector 2:		
O=Outstanding U=Unsatisfactory		A=Above Average N/A=Not Applicable		S=Satisfactory		M=Marginal
Evaluation Criteria	O	A	S	M	U	N/A
Coordination with Contractor						
Good Project Decisions						
Fairness in Resolving Issues						
Concerted Effort to Resolve Issues						
Meetings Conducted Professionally						
Timely Advice on Pending/Existing Issues						
Timely Processing of Invoices						
Change Orders/Field Modifications Handled Fairly						
Reasonable Construction Time						
Knowledgeable about Project						
Remarks: <i>Evaluator should provide remarks for any criterion measured below satisfactory. Attach additional sheets if necessary.</i>						
Signature:		Title:			Date:	

**SPECIAL
SPECIFICATION ITEM**

8000

CEMENT USE ON PUBLIC PROJECTS-SUSTAINABLE AIR QUALITY

Pursuant to Section 271.907 of the Texas Local Government Code, as amended, the purpose of this Item is to provide a material standard for Portland cement to be purchased or used by the Contractor in connection with the Project. This Item applies to all product or material applications manufactured or mixed with Portland cement, whether the product or material is batched or prepared on or off the Project site, including but not limited to concrete for structural or nonstructural purposes, drywall, mortar for bricks, block, or stone, or other similar uses. It has been determined that Portland cement manufactured by means of a dry kiln process results in substantial reductions in emissions of nitrogen oxides (NO_x). In the interest of improving the quality of the air in the Dallas County and throughout the North Texas nonattainment area, the Dallas County determines that it is in the public interest for the Contractor to obtain and use this type of Portland cement during construction of the Project.

The Contractor will use during the construction of the Project and include the cost in its price for the base bid, or in the applicable unit prices of the base bid for concrete and other products that utilize Portland cement, only concrete or other products or materials that contain Portland cement manufactured by means of a dry kiln process. For purposes of this paragraph, the term “dry kiln process” means the process in which the admixture of raw materials used to make Portland cement are mixed or ground into a dry powder for heating in the kiln without the addition of any extraneous water or other liquid material. The Contractor shall also separately itemize in the Bid in the space provided in the Bid sheet, **for the information and benefit of the Owner**, the price of the concrete or other product that utilizes Portland cement manufactured by means of a dry kiln process. Failure to use Portland cement manufactured through a dry kiln process as required above shall render the bid nonresponsive.

As an alternate to the base bid, the Contractor will also be required to state the price (as an addition or a deduction to the base bid price or to the applicable unit prices for concrete and other products that utilize Portland cement) of any products or materials to be furnished that contain Portland cement manufactured by means other than the dry kiln process. An item is contained in the Bid sheet for the alternate. All blanks provided in the bid alternate, along with the statement as to whether the amount is an addition to or a deduction from the base bid, shall be filled in by the Contractor. If the Owner accepts the alternate as part of the award then the paragraph below shall not apply. Nothing in this Subsection shall be construed to require the

Owner to accept any alternate submitted.

When any load or item of Portland cement, concrete, or other product which contains Portland cement is delivered to the Project site for use, the Contractor shall obtain and present to the Owner a sworn-to certification, using a certification form approved by the Owner, from the Portland cement or concrete manufacturer that the load or item delivered contains no Portland cement other than Portland cement made through a dry kiln process. The Contractor shall also obtain a manifest for each Portland cement or concrete load showing the quantity of Portland

cement or concrete delivered and the location of the manufacture of the Portland cement, along with the name of a designated representative of the Portland cement manufacturer for purposes of contact by the Owner if necessary. On a monthly basis or other frequency desired by the Owner, the Contractor shall furnish for inspection by the Owner of a copy of the delivery manifests obtained. The Contractor shall certify in writing that the manifests are true and correct to the best of the Contractor's knowledge. Notwithstanding the manufacturer's certification, the Contractor will be held responsible in the event the Owner discovers that the cement used was not manufactured through a dry kiln process.

The Owner reserves the right to pursue any remedies it has under the Contract Documents in the event the Contractor fails to comply with this materials specification, including but not limited to termination of the Contract, adverse evaluation at final completion of the Contract, or debarment from participation in future construction contracts the Owner may advertise or award. The Owner also reserves the right to reject any load or item of Portland cement, concrete, or other product containing Portland cement delivered in the event it is discovered that the Portland cement used in the load or item was not manufactured through a dry kiln process.

Preference: Pursuant to Section 271.907 of the Texas Local Government Code, as amended, the Owner will give a preference to the Bid of a contractor who certifies in the Bid that, in the purchase of concrete or other products using Portland cement in construction of the Project, it is utilizing Portland cement from a manufacturer who manufactures the cement through a dry kiln process that generates average NOx emissions of not greater than 1.7 pounds of NOx per ton of clinker produced, based upon NOx emissions information furnished to the Texas Commission on Environmental Quality for the 12 months prior to the date of the bid opening during which emissions data is available. The preference shall apply only to the extent that the Contractor's bid, as certified, is not greater than 105 percent of the lowest responsible bid of a Contractor who does not or cannot certify that it will utilize

Portland cement from a cement kiln meeting the above mentioned emission standard. The Contractor shall also separately itemize in the Bid in the space provided in the Bid sheet, **for the information and benefit of the Owner**, the price of the concrete or other product that utilizes Portland cement manufactured at a kiln that meets the above-mentioned standards. The Owner reserves the right to pursue any remedies it has under the Contract documents in the event the Contractor falsely certifies to the requirements stated above, including but not limited to termination of the Contract, adverse evaluation at final completion of the Contract, or debarment from participation in future construction contracts the Owner may advertise or award. The Owner also reserves the right to reject any load or item of Portland cement, concrete, or other product containing Portland cement delivered in the event it is discovered that the Portland cement used in the load or item was not manufactured as certified.

Dallas County

Community Development Grant (CDBG)

Contact:

Rachel Brown

CDBG Project Coordinator

500 Elm Street, Suite 3100

Dallas, TX 75202

Rachel.Brown@DallasCounty.org

214-653-6359 Phone

214-653-6517 Fax

DAVIS-BACON COMPLIANCE FOR FEDERALLY-ASSISTED CONSTRUCTION PROJECTS CDBG/HOME PROJECTS

*Visit the Office of Labor Relations on the World Wide Web HUD Home Page at: <http://www.hud.gov/offices/olr>
To comply with federal regulations, obtain a copy of A Contractor's Guide to Prevailing Wage Requirements for
Federally-Assisted Construction Projects.*

**THE FOLLOWING DOCUMENTS SHOULD BE INCLUDED IN ALL DALLAS COUNTY FEDERALLY-
ASSISTED CONSTRUCTION CONTRACTS (CDBG/HOME PROJECTS)**

Nov. 2025

DAVIS-BACON STATUTORY PROVISIONS

[The Davis-Bacon Act \(40 U.S.C. 276a-276a-5\)](#). The Davis-Bacon Act--DBA provides that contracts in excess of \$2,000 to which the United States is party for the construction, alteration, and/or repair, including painting and decorating, or public buildings or public works which involve the employment of laborers and/or mechanics, shall contain provisions with respect to minimum wages, fringe benefits, payments without deductions or rebates, withholding funds from contractions to ensure compliance with the wage provisions, and termination of the contract or debarment for failure to adhere to the required provisions.

[Copeland Act \(Anti-Kickback Act\) \(40 U.S.C. 276c\)](#). The Copeland Act makes it a criminal offense for any person to induce, by any manner whatsoever, any person employed in the construction, prosecution, completion, or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment. The Act also provides for the submission of weekly statements of compliance and weekly payrolls by all contractors in a format which meets the requirements of 29 CFR Section 5.5 (see payroll attachment). The Copeland Act applies to both contractors and subcontractors. Department of Labor Regulation 29 CFR Section 3.3©, which implements the Act, indicates that the payroll statement requirements do not apply to any contract of \$2,000 or less.

[The Contract Work Hours and Safety Standards Act \(CWHSSA\)](#). The CWHSSA requires time and one-half pay for overtime (O/T) hours (over 40 in any workweek) worked on the covered project. The CWHSSA applies to both direct Federal contracts and to indirect Federally-assisted contracts **except** where the assistance is solely in the nature of a loan guarantee or insurance. CWHSSA violations carry a liquidated damages penalty (\$10/day per violation). Intentional violations of CWHSSA standards can be considered for Federal criminal prosecution.

[The Fair Labor Standards Act \(FLSA\)](#). The FLSA contains Federal minimum wage rates, overtime (O/T), and child labor requirements. These requirements generally apply to any labor performed. The DOL has the authority to administer and enforce FLSA. HUD will refer to the DOL any possible FLSA violations that are found on HUD projects.

Regulatory Provisions HUD Public Housing Agencies, Indian Housing Authorities, Local and State Housing and Community Development Agencies and Co-insuring Lenders which are responsible for the performance of labor standards administration and enforcement activities delegated by HUD use the regulations promulgated by the Secretary of Labor and contained in Title 29 of the Code of Federal Regulations (CFR) Parts 1,3,5, and 7. The Department of Labor (DOL) has published rules and instructions concerning Davis-Bacon and other labor laws in the Code of Federal Regulations (CFR). These regulations can be found in **Title 29 CFR Parts 1, 3, 5, 6 and 7**. *Part 1* explains how the DOL establishes and publishes DBA wage determinations (*aka wage decisions*) and provides instructions on how to use the determinations. *Part 3* describes Copeland Act requirements for payroll deductions and the submission of weekly certified payroll reports. *Part 5* covers the labor standards provisions that are in your contract relating to Davis-Bacon Act wage rates and the responsibilities of contractors and contracting agencies to administer and enforce the provisions. *Part 6* provides for administrative proceedings enforcing Federal labor standards on construction and service contracts. Last, *Part 7* sets parameters for practice before the Administrative Review Board. These regulations are used as the basis for administering and enforcing the laws.

HUD has delegated certain day-to-day enforcement responsibilities to Public Housing Agencies, Indian Housing Authorities, Local and State Housing and Community Development Agencies and Co-insuring Lenders, which directly administer HUD-assisted programs.

Dallas County CDBG Construction Projects

Davis-Bacon/Labor Relations Regulations

DOL Regulations are available on-line on the World Wide Web: http://www.dol.gov/dol/allcfr/Title_29/toc.htm
HUD program labor standards forms are available on-line at: www.hudclips.org/cql/index.cql!!

Construction Contract Provisions

Each contract subject to Davis-Bacon labor standards requirements must contain labor standards clauses and a Davis-Bacon wage decision. These documents should be bound into the contract specifications.

1. The Labor Standards Clauses

The labor standards clauses describe the responsibilities of the contractor concerning Davis-Bacon wages and obligate the contractor to comply with the labor requirements. The labor standards clauses also provide for remedies in the event of violations, including withholding from payments due to the contractor to ensure the payment of wages or liquidated damages which may be found due. These contract clauses enable the contract administrator to enforce the Federal labor standards applicable to the project. HUD has standard forms that contain contract clauses. For example, the HUD-2554, Supplementary Conditions to the Contract for Construction, which is issued primarily for FHA multifamily housing and other construction projects administered by HUD; the HUD-4010, Federal Labor Standards Provisions, which is used for CDBG and HOME projects, and the HUD-5370, General Conditions of the Contract for Construction - Public and Indian Housing Program.

2. Davis-Bacon Wage Decisions

The Davis-Bacon wage decision (or wage determination) is a listing of various construction work classifications, such as Carpenter, Electrician, Plumber and Laborer, and the minimum wage rates (and fringe benefits, where prevailing) that people performing work in those classifications must be paid. Davis-Bacon wage decisions are established by the DOL for various types of construction (e.g., residential, heavy, highway) and apply to specific geographic areas, usually a county or group of counties. Wage decisions are modified from time to time to keep them current. In most cases, when the contract is awarded or when construction begins, the wage decision is "locked-in" and no future modifications are applicable to the contract or project involved.

3. Responsibility of the Principal Contractor

The principal contractor (also referred to as the **prime or general contractor**) is responsible for the full compliance of all employers (the contractor, subcontractors, and any lower-tier subcontractors) with the labor standards provisions applicable to the project. Because of the contractual relationship between a prime contractor and his/her subcontractors, subcontractors generally should communicate with the contract administrator only through the prime contractor. (See *Contract Administrator* below.) The term "**prime contractor**" means the principal contractor; "**subcontractor**" means all subcontractors including lower-tier subcontractors; and the term "**employer**" means all contractors as a group, including the prime contractor and any subcontractors and lower-tier subcontractors.

4. Responsibility of the Contract Administrator

The **contract administrator** is responsible for the proper administration and enforcement of the Federal labor standards provisions on contracts covered by Davis-Bacon requirements. We use this term to represent the person (or persons) who will provide labor standards advice and support to you and other project principals (e.g., the owner, sponsor, architect), including providing the proper Davis-Bacon wage decision (see **The Wage Decision**) and ensuring that the wage decision and contract clauses are incorporated into the contract for construction. The contract administrator also monitors labor standards compliance (see **Compliance Reviews**) by conducting interviews with construction workers at the job site and reviewing payroll reports and oversees any enforcement actions that may be required. The contract administrator for Dallas County is Rachel Brown, CDBG Project Coordinator. Ms. Brown can be reached at Rachel.Brown@dallascounty.org or by phone at 214-653-6359 or via U.S. mail at 500 Elm Street, Ste. 3100, 3rd Floor, Dallas, Texas 75202.

Indian tribes and tribally-designated housing entities (TDHEs), and States, cities and counties under HUD's Community Development Block Grant (CDBG) and HOME programs. In these cases, the contract administrator will likely be local agency staff. In either case, guidance for you remains essentially the same. The DOL also has a role in monitoring Davis-Bacon administration and enforcement. In addition, DOL has independent authority to conduct investigations. A DOL investigator or other DOL representative may visit Davis-Bacon construction sites to interview construction workers or review payroll information.

A. The Wage Decision

Davis-Bacon labor standards stipulate the wage payment requirements for *Carpenters, Electricians, Plumbers, Roofers, Laborers, and other construction work classifications* that may be needed for the project. The **Davis-Bacon wage decision** that applies to the project contains a schedule of work classifications and wage rates that must be followed.

The Work Classifications and Wage Rates. A Davis-Bacon wage decision is simply a listing of different work classifications and the minimum wage rates that must be paid to anyone performing work in those classifications. You'll want to make sure that the work classification(s) you need are contained in the wage decision and make certain you know exactly what wage rate(s) you will need to pay. Some wage decisions cover several counties and/or types of construction work (for example, residential and commercial work) and can be lengthy and difficult to read. Contact the *contract administrator* (HUD Labor Relations field staff or local agency staff) if you have any trouble reading the wage decision or finding the work classification(s) you need. To make reading lengthy wage decisions easier for you, the contract administrator may prepare a Project Wage Rate Sheet (HUD-4720). This Sheet is a one-page transcript that will show only the classifications and wage rates for a particular project. A blank copy of a Project Wage Rate Sheet is provided for you in the appendix. Also, a fillable version of this form is available on-line at HUDClips (see web address in the Appendix). Contact the contract administrator and/or the person monitoring your project for assistance with a Project Wage Rate Sheet.

ALL PRIME CONTRACTORS/SUB-CONTRACTORS MUST OBTAIN A COPY OF A CONTRACTOR'S GUIDE TO PREVAILING WAGE REQUIREMENTS FOR FEDERALLY-ASSISTED CONSTRUCTED PROJECTS.

B. Construction Contract Provisions:

1. Posting the Wage Decision

The prime contractor, is responsible for posting a copy of the wage decision (or the Project Wage Rate Sheet) and a copy of a DOL poster called *Notice to All Employees* (Form WH-1321) at the job site in a place that is easily accessible to all of the construction workers employed at the project and where the wage decision and poster won't be destroyed by wind or rain, etc. Dallas County's *Notice to All Employees* poster is available here as an attachment in both English and Spanish. There is one available from HUD on-line at HUDClips (see address in the Appendix).

If additional "Trade" Classifications and Wage Rates are needed, refer to A Contractor's Guide to Prevailing Wage Requirements for Federally-Assisted Constructed Projects and contact Rachel Brown, CDBG Project Coordinator, 500 Elm Street, Ste. 3100, 3rd Floor, Dallas, Texas, 75202 or e-mail Rachel.Brown@dallascounty.org

2. Certified Payroll Reports

You'll need to submit a weekly certified payroll report (CPR) beginning with the first week that your company works on the project and for every week afterward until your firm has completed its work. It's always a good idea to number the payroll reports beginning with #1 and to clearly mark your last payroll for the project "Final."
For many contractors, the Weekly Certified Payroll is the only Davis-Bacon paperwork you need to submit.

A. Payroll Formats

The easiest form to use is DOL's WH-347, **Payroll**. A sample copy of the WH-347 is included here as an attachment. You may access a fillable version of the WH-347 on-line at HUDClips (see web address in the Appendix). Also, the contract administrator can provide a few copies of the WH-347 that you can reproduce. You are *not required* to use Payroll Form WH-347. You are welcome to use any other type of payroll, such as computerized formats, as long as it contains all of the information that is required on the WH-347.

The weekly payroll form doesn't ask for any information that you don't already need to keep for wage payment and tax purposes. For example, you need to know each employee's **name, address and social security number**; his or her **work classification** (who is working for you and what do they do), the hours worked during the week, his or her **rate of pay**, the **gross amount earned** (how much did they earn), the amounts of any **deductions** for taxes, etc., and the net amount paid (how much should the paycheck be made out for). No more information than you need to know in order to manage your work crew and make certain they are paid properly. And, certainly, no more information than you need to keep for IRS, Social Security and other tax and employment purposes. You are required to submit certified payrolls to illustrate and document that you have complied with the prevailing wage requirements. The purpose of the contract administrator's review of your payrolls is to verify your compliance. Clearer and complete payroll reports will permit the contract administrator to complete reviews of your payroll reports quickly.

B. Payroll Certifications

The weekly payrolls are called *certified* because each payroll is signed and contains language certifying that the information is true and correct. The payroll **certification** language is on the reverse side of the WH-347. If you are using another type of payroll format you may attach the certification from the back of the WH-347, or any other format which contains the same certification language on the WH-347 (reverse). An alert prime contractor that reviews subcontractor payroll submissions can detect any misunderstandings early, prevent costly underpayments and protect itself from financial loss should underpayments occur.

DOL's website has Payroll Instructions, and the Payroll Form WH-347, in a "fillable" PDF format at this address: www.dol.gov/esa/programs/dbra/forms.htm and at HUDClips.

C. "No Work" Payrolls

"No work" payrolls may be submitted whenever there is a temporary break in your work on the project, for example, if your firm is not needed on the project right now but you will be returning to the job in a couple of weeks. However, if you know that your firm will not be working on the project for an extended period of time, you may wish to send a short note to the contract administrator to let them know about the break in work and to give an approximate date when your firm will return to the project. If you send a note, you do not need to send "no work" payrolls.

D. Payroll Review and Submission

The prime contractor should **review** each subcontractor's payroll reports for compliance **prior** to submitting the reports to the contract administrator. Remember, the prime contractor is responsible for the full compliance of all subcontractors on the contract and will be held accountable for any wage restitution that may be found due to any laborer or mechanic that is underpaid *and* for any liquidated damages that may be assessed for overtime violations. All of the payroll reports for any project must be submitted to the contract administrator *through* the prime contractor.

E. Payroll Retention

Every contractor (including every subcontractor) must keep a complete set of their own payrolls and other basic records such as timecards, tax records, evidence of fringe benefit payments, for a Davis-Bacon project for at least 3 years after the project is completed. The prime contractor must keep a complete set of all of the payrolls for every contractor (including subcontractors) for at least 3 years after completion of the project.

F. Payroll Inspection

In addition to submitting payrolls to the contract administrator, every contractor (including subcontractors) must make their *own* copy of the payrolls and other basic records available for review or copying to any authorized representative from HUD or from DOL.

1. Project and Contractor/Subcontractor Information

Each payroll must identify the contractor or subcontractor's name and address, the project name and number, and the week ending date. Indicate the *week dates* in the spaces provided. Numbering payrolls is optional but strongly recommended.

2. Employee Information

Each payroll on which each employee appears must contain the employee's name, address, and Social Security Number.

3. Work Classification

Each **employee** must be classified in accordance with the wage decision based on the type of work they actually perform.

a) **Apprentices or Trainees.** Each payroll on which any apprentice or trainee appears must be accompanied by a copy of that apprentice's or trainee's registration in a registered or approved program.

b) **Split classifications.** For an employee that worked in a split classification, make a separate entry for each classification of work performed distributing the hours of work to each classification, accordingly, and reflecting the rate of pay and gross earnings for each classification. Deductions and net pay may be based upon the total gross amount earned for all classifications.

4. Hours Worked

The payroll should show **ONLY** the regular and overtime hours worked on this project. Show both the daily and total weekly hours for each employee. If an employee performs work at job sites other than the project for which the payroll is prepared, those "other job" hours *should not* be reported on the payroll. In these cases, you should list the employee's name, classification, hours for this project only, the rate of pay and gross earnings for this project, and the gross earned for *all projects*. Deductions and net pay may be based upon the employee's total earnings (for all projects) for the week.

5. Rate of Pay

Show the basic hourly rate of pay for each employee for this project. If the wage decision includes a fringe benefit and you **do not** participate in approved fringe benefit programs, **add** the fringe benefit rate to the basic hourly rate of pay. Also list the overtime rate if overtime hours were worked.

6. Piece-work

For any piece-work employees, the employer **must** compute an *effective hourly rate* for each employee each week based upon the employee's piece-work earnings for that week. To compute the effective hourly rate, divide the piece-work earnings by the total number of hours worked, including consideration for any overtime hours. The effective hourly rate must be reflected on the certified payroll and the hourly rate may be no less than the wage rate (including fringe benefits, **if any**) on the wage decision for the classification of work performed. It does not matter that the effective hourly rate changes from week-to-week, only that the rate is no less than the rate on the wage decision for the classification of work performed.

7. Gross Wages Earned

Show the gross amount of wages earned for work performed on this project. *Note:* For employees with work hours and earnings on other projects, you may show gross wages for this project over gross earnings all projects (for example, \$425.40/\$764.85) and base deductions and net pay on the "all projects" earnings.

8. Deductions

Show the amounts of any deductions from the gross earnings. "Other" deductions should be identified (for example, Savings Account or Loan Repayment). Any voluntary deduction (that is, not required by law or by an order of a proper authority) must be authorized in writing by the employee or provided for in a collective bargaining (union) agreement. A short note signed by the employee is all that is needed and should accompany the first payroll on which the other deduction appears.

9. Net Pay

Show the net amount of wages paid.

10. Statement of Compliance

The Statement of Compliance is the certification. It is located on the reverse side of a standard payroll form (WH-347). Be sure to complete the identifying information at the top, particularly if you are attaching the Statement of Compliance to an alternate payroll form such as a computer payroll. Also, you must check either 4(a) or 4(b) if the wage decision contains a fringe benefit. Checking 4(a) indicates that you are paying required fringe benefits to approved plans or programs; and 4(b) indicates that you are paying any required fringe benefit amounts directly to the employee by adding the fringe benefit rate to the basic hourly rate of pay. If you are paying a portion of the required fringe benefit to programs and the balance directly to the employee, explain those differences in box 4(c).

Remember, the overtime rate is computed at one and one-half times the basic rate of pay plus any fringe benefits.

Compliance Reviews

The contract administrator or other inspector may visit the project site and interview some of the workers concerning their employment on the project. The DOL may also independently conduct its own reviews. In addition, the contract administrator will periodically review payrolls and related submissions, comparing the interview information to the payrolls, to ensure that the labor standards requirements have been met. You will be notified by the contract administrator if these reviews find any discrepancies or errors. You will be given instructions about what steps must be taken to correct any problems.

1. **On-Site Interviews**

Every employer (contractor, subcontractor, etc.) must make their employees available for interview at the job site with the contract administrator or other agency representative, or HUD or DOL representative. The interviews are confidential, and the employee will be asked about the kind of work they perform and their rate of pay. Every effort will be made to ensure that these interviews cause as little disruption as possible to the on-going work. The interviewer will record the interview information, usually on a form HUD-11, *Record of Employee Interview*, and forward the interviews to the contract administrator.

2. **Project Payroll Reviews**

The contract administrator will compare the information on the interview forms to the corresponding payrolls to ensure that the workers are properly listed on the payrolls for the days, work classification and rate of pay. The contract administrator will also review the payroll submissions to make certain that the payrolls are complete and signed; that employees are paid no less than the wage rate for the work classification shown; apprentice and trainee certifications are submitted (where needed); employee or other authorizations for other deductions are submitted (where needed); etc.

D. Administrative Sanctions

Contractors and/or subcontractors that violate the labor standards provisions may face administrative sanctions imposed by HUD and/or DOL.

A. DOL Debarment

Contractors and/or subcontractors that are found by the Secretary of Labor to be in aggravated or willful violation of the labor standards provisions of the Davis-Bacon and Related Acts (DBRA) will be ineligible (debarred) to participate in any DBRA or Davis-Bacon Act contracts for up to 3 years. Debarment includes the contractor or subcontractor and any firm, corporation, partnership, or association in which the contractor or subcontractor has a substantial interest. Debarment proceedings can be recommended by the contract administrator or can be initiated by the DOL. Debarment proceedings are described in DOL regulations 29CFR 5.12.

B. HUD Sanctions

HUD sanctions may include Limited Denials of Participation (LDPs), debarments and suspensions.

1) **LDPs.** HUD may issue to the employer a limited denial of participation (LOP) which prohibits the employer from further participation in HUD programs for a period up to one year. The LOP is usually effective for the HUD program in which the violation occurred and for the geographic jurisdiction of the issuing HUD office. HUD regulations concerning LDP's are found at 24 CFR 24.700-24.714.

2) **Debarment and suspensions.** In certain circumstances HUD may initiate its own debarment or suspension proceedings against a contractor and/or subcontractor in connection with improper actions regarding Davis-Bacon obligations. HUD regulations concerning debarment and suspension are found at 24 CFR Part 24.

E. Falsification of Certified Payroll Reports

Contractors and/or subcontractors that are found to have willfully falsified payroll reports (Statements of Compliance), including correction certified payroll reports, may be subject to civil or criminal prosecution. Penalties may be imposed of \$1,000 and/or one year in prison for each false statement (see Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code).

Dallas County's Responsibilities for federally-assisted construction contracts (CDBG/HOME Projects)

Even though Dallas County is ultimately responsible for the proper administration and enforcement of the Federal labor standards on construction contracts covered by Davis-Bacon requirements, for federally-assisted construction contracts, the County's CDBG cities/sub-recipient's duties shall include ensuring that the bid documents contain all applicable forms, wage rates, etc. Dallas County's duties shall include:

Provide an applicable Wage Decision for the project

A wage decision is a listing established by the U.S. Department of Labor (DOL) for different work classifications, such as carpenter, electrician, plumber, laborer, and other construction work classifications, and the minimum wage rates (and fringe benefits, where prevailing) that people performing work in those classifications must be paid. Wage rates and decisions are found on-line at <http://www.wdol.gov/> or may be obtained from Rachel Brown, CDBG Project Coordinator Rachel.Brown@dallascounty.org 214-653-6359.

Include the wage decisions (and any modifications) in the bid documents

When construction work is procured through competitive bidding, the bid documents should include the applicable wage decisions. The CDBG city/sub-recipient should confirm that wage decisions included with the bid documents are current for the bid opening date.

Check the proposed prime construction contractor for eligibility status

Dallas County should verify that all prime contractors (and subsequently, their subcontractors) that are anticipated to be awarded the construction contract are not listed as "debarred" by the System of Award Management (SAM) prior to executing the construction contract. The SAM is available at <https://www.sam.gov/>. Each company /firm must be verified prior to the contract execution or the cost of the construction could be disallowed. Verification should be retained in the Davis-Bacon files that are maintained by Rachel Brown, CDBG Project Coordinator, Rachel.Brown@dallascounty.org. See the "Start of Construction Notice" form in this document.

Hold a preconstruction conference to explain labor standards

The CDBG city/sub-recipient should hold a preconstruction conference with the appropriate parties such as vendor, engineer/architect, prime contractor, subcontractor(s), inspector(s), applicable utility companies, and applicable County staff prior to the start of construction. During this conference, all parties should be advised of their responsibilities and obligations on a federally-funded or federally-assisted project. The applicable federal, state, local, and program guidelines should also be discussed.

The CDBG city/sub-recipient should document and retain preconstruction conference minutes, including a list of attendees and an outline of the required federal/state labor requirements. You may use the "Preconstruction Conference Report" form in this document. The preconstruction conference should include:

Discussion of all construction details, time frame of project, payment requirements, labor standards, and required posters.

Delivery of all bonds and certificates of insurance to the Grant Recipient;

Delivery of all necessary General Wage Decisions and any additional classifications to the contractor along with instructions that will assist in completing the project.

Posters must be posted by the contractor at the site of work in a prominent and accessible place where the workers can easily read them. Dallas County's Davis-Bacon poster is available in both English and Spanish and copies may be obtained from Rachel Brown, CDBG Project Coordinator, **Rachel.Brown@dallascounty.org**, 214-653-6359. The prime contractor must post all applicable wage determinations with the poster.

The prime contractor should submit to the CDBG city/sub-recipient a list of each subcontract within 14 days of the subcontract award. The CDBG city/sub-recipient should submit a copy of the list to Rachel Brown, CDBG Project Coordinator **Rachel.Brown@dallascounty.org**, 214-653-6359 within three business days of the receipt of the list from the prime contractor.

Submit the *Start of Construction Notice*

The CDBG city/sub-recipient must submit a Start of Construction Notice to Rachel Brown, CDBG Project Coordinator **Rachel.Brown@dallascounty.org**, 214-653-6359 for each prime contractor awarded a construction contract over the amount of \$2,000 under the CDBG grant award. A separate notice must be submitted for each prime contractor and should reflect all subcontractors listed under that prime. **The Start of Construction Notice must be submitted to Dallas County no later than three business days after start of construction. Please use the "Start of Construction Notice" form in this document.**

Review project payrolls during construction

On-site Interviews: Each prime contractor and subcontractor must make their employees available for interviews at the job site with a representative from Dallas County or the DOL, if requested. The interviews are confidential. The employees will be asked about the kind of work they perform and their rate of pay. These interviews should cause as little disruption as possible to the on-going work. The interviewer will record the interview information on the Record of Employee Interview forms available in English and Spanish at **<http://www.hud.gov/offices/adm/hudclips/forms/hud1.cfm>** (HUD Forms HD-11 and HD-11SP).

Weekly payroll reviews: A prime contractor must complete a weekly certified payroll report and statement of compliance for itself and all its subcontractors, beginning with the first week in which construction begins on the project and for every week after until the work is complete. The prime contractor must submit the report and statement of compliance to Rachel Brown, CDBG Project Coordinator **Rachel.Brown@dallascounty.org**, 214-653-6359 **no later than one week after each weekly pay date**. Each report and statement will be kept in the construction contract files for each project. Prior to the submission of any payment request or request for reimbursements by Dallas County, a review of the payroll submissions to make certain that the payrolls are complete and signed, that employees are paid no less than the wage rate for the work classification shown, that apprentice and trainee certifications are submitted (where needed), that employee authorizations for other deductions are submitted (where needed), and compare the information on interview forms, if available, to the corresponding payrolls to ensure that the workers are properly listed on the payrolls for the days, work classification, and rate of pay.

The Department of Labor Payroll Form WH-347 is the suggested payroll format for Dallas County HUD-funded projects. Employers may use any other type of payroll form, such as computerized formats, as long as all required information from WH-347 is included. Form WH-347 can be accessed at **<http://www.dol.gov/whd/forms/wh347instr.htm>**.

The prime contractor must submit weekly payrolls to Rachel Brown, CDBG Project Coordinator Rachel.Brown@dallascounty.org, 214-653-6359 using the WH-347 Form. The form should also be used to satisfy the requirement for submission of the Statement of Compliance.

DALLAS COUNTY should notify the Contractor and the CDBG city/sub-recipient if it finds any discrepancies or errors and ensure that all errors or discrepancies are corrected.

Additional Classification and Wage Rate

On occasion, the applicable Davis-Bacon wage decision does not contain all of the work classifications and wage rates needed to complete the construction work in a given locality. If needed, the contractor should request an additional classification and wage rate as soon as possible by contacting Rachel Brown, CDBG Project Coordinator, Rachel.Brown@dallascounty.org 214-653-6359. Ms. Brown will then make an inquiry of the U.S. Department of Labor (DOL), as appropriate.

If an additional classification or wage rate is needed after a contract has been awarded, the prime contractor must submit a written "conformance" request to Dallas County. Subcontractors must submit their requests through the prime contractor. Generally, contractors will complete and sign form SF-1444, "*Request for Authorization of Additional Classification and Rate*" (available on-line at www.wdol.gov/library.aspx). The contractor is not required to use the SF-1444 form, but must provide the same information that is requested in that form. The request for approval must be submitted within 30 days of initial employment of workers in the additional classification. The contractor should contact Rachel Brown, CDBG Project Coordinator Rachel.Brown@dallascounty.org. 214-653-6359 to determine what the next step in the process will be. The contractor should also give the CDBG city/sub-recipient a copy of its written conformance request.

Submit construction completion reports

Upon completion of the construction contract, a final inspection must be conducted and all parties must agree that the work is acceptable.

A *Certificate of Construction Completion (COCC)* is required for each construction contract and documents acceptance of the project by the Grant Recipient/ CDBG engineer/ and/or contractor.

A *Final Wage Compliance Report (FWCR)* signed by the CCC is required for each construction contract subject to Davis-Bacon.

The COCC and FWCR must be received and approved prior to final reimbursement from Dallas County for each construction contract. If the final construction invoice is to be paid using HUD funds, the COCC and FWCR must be submitted with the last construction invoice for which grant funds are requested.

Start of Construction Notice

Submit one notice for each construction contract over \$2,000.00

CDBG City: _____ CDBG Project Amount: _____

CDBG Project Name: _____

Contractor Name and Address : _____

Wage Decision Number | **IX** | Published Date: _____

Ten-Day Confirmation **Date of Confirmation:** _____

Confirmed

Wage Decision Number | **IX** | Published Date: _____

ELPS Eligibility Verification (Contractor Clearance)

(Look up on www.epls.gov)

Prime Contractor: _____ Date Cleared: _____

Principal & Title _____

List of Sub-Contractors:

Name of Sub	Date Cleared	Name of Sub	Date Cleared

Construction Contract Amount: \$ _____

Bid Opening Date: _____

Contract Execution Date: _____

Construction Start Date: _____

Verified by: _____ **Date Verified:** _____
CDBG City/Sub-Recipient

Email Address: _____ Telephone Number: _____

**If completed by CDBG city/sub-recipient, this form should be submitted electronically
via e-mail to Rachel.Brown@dallascounty.org**

**Preconstruction Conference Report
Dallas County federally-assisted Project
(CDBG/HOME Project)**

Date: _____ Time: _____

Location of Preconstruction Conference: _____

A preconstruction conference was held at the above date, time, and place.

A copy of the sign-in sheet for attendees is attached.

Project Name: _____

Project Location: _____

Project Description: _____

The following subjects were discussed at the preconstruction conference:

This project is subject to the Davis-Bacon Act (OBA), Copeland Act, Contract Work Hours Safety Standards Act (CWHSSA), and the Fair Labor Standards Act (FLSA). OBA specifies the minimum wages to be paid the various classes of laborers and mechanics employed on the project. The Copeland Act prohibits kickbacks being paid by the employee to the employer and sets the requirement for submission of payrolls on a weekly basis. CWHSSA sets a uniform standard of a 40-hour work week with time and a half the basic rate of pay for all work in excess of 40 hours. FLSA sets out the requirement for payment of minimum wages, maximum hours, overtime pay, child labor standards and prohibits wage discrimination on the basis of sex.

The requirements for compliance with these acts include:

- The suggested payroll form is the WH-347. Any other payroll used must contain the same information and be accompanied by a WH-348, Statement of Compliance. Payrolls must contain an original signature by the owner, partner, officer or individual authorized in writing by one of the above.
- Payrolls must be original and must be submitted weekly to Dallas County within 7 days following the end of the work week to the labor standards officer. A pay period is seven consecutive days.
- Payrolls should be numbered consecutively, with the first one being marked "initial" and the last being marked "final".
- All persons working on the job site must be shown on the payroll. The address and social security number of the worker must be shown on each payroll on which that individual appears.
- Payment of overtime at 1.5 times the regular rate of pay must be made for all hours in excess of 40 hours in a 7-day work week.
- The rate of pay must be at least equal to that in the wage decision that is contained in the contract documents.

- Only deductions that are required by law, or voluntarily authorized by the workers in accordance with Copeland Act, may be made from paychecks of the workers. Authorization by the employee for all deductions not required by law must be submitted.
- Apprentices may be employed on the project; however, they must be certified by the Bureau of Apprenticeship & Training and the allowable ratio of apprentices to journeymen must not be exceeded. A certificate for each apprentice must be provided to Dallas County.
- Employees must be classified in accordance with the applicable wage decision. Unless a "helper" classification is found in the decision, "helpers" may not be used on the project. Employees must be classified and paid based on the work they perform. Generally speaking, only journeymen may use the tools of a trade.
- Any classification that does not appear on the wage decision must be requested from Dallas County and/or the U.S. Department of Labor prior to the use of that classification on the project.
- The wage decision, posters, and any additional classifications provided must be posted in a prominent place on the job site for the duration of the construction project.
- Liquidated Damages may be assessed for failure to pay the proper overtime rate. The liquidated damages liability equals \$10 per day per worker per violation. Additionally, wage restitution must be made to any worker who is underpaid.
- Failure to comply with the labor standards requirements can result in the withholding of sufficient payments to ensure the proper payment of all workers and any liquidated damages.
- The prime/general contractor will be required to certify that all laborers and mechanics employed on the project have been paid hourly rates as prescribed by the applicable laws.
- If the owner of a company performs work on the project, the owner must list him/herself on the payroll and must show the hours worked each day and total hours for the week.
- Any person who is employed on a piece-work basis must be shown on the payroll. The hours worked each day and total hours for the week must be shown. The hourly rate of the piece worker must equal or exceed the prescribed hourly rate for the particular work classification.
- Sub-contractors must be cleared prior to the execution of the sub-contract, and any sub-contracts must include the labor standards provisions and the applicable wage rate.

The person(s) who will monitor this project for compliance with the labor requirements is:

CDBG City

Rachel Brown, CDBG Project Coordinator

Additional items addressed at the conference included: _ _ _ _ _

Prepared by: _____ Date: _____

Certificate of Construction Completion

SUBMIT ONE FOR EACH CONSTRUCTION CONTRACT OVER \$2,000.00 TO

Rachel.Brown@dallascounty.org 214-653-6359

CDBG City: _____

Project Name: _____

This is to certify that a final inspection of the project described below was conducted on the _____ day of _____, 20____

Contract was entered into on the _____ day of _____, 20____ between _____ and _____ for the construction of _____

This is to further certify that:

1. The work has been completed in accordance with the plans and specifications and all addenda, change order and supplemental agreements thereto, with the following exceptions:

2. The Contractor has presented on behalf of itself and its sureties, satisfactory evidence that he or she will repair, replace and make good any faulty workmanship and/or materials discovered in the work within a period of _____ months from this date, as provided in the Contract.

3.	Amount of the Original Contract	\$ _____
	Cumulative Change Orders	\$ _____
	Final Amount of Contract	\$ _____
	Less Previous Payments	\$ _____
	FINAL PAYMENT (Balance)	\$ _____

4. The Final Payment in the amount above is now due and payable

Certified by:

Title

Title

Title

Firm

Firm

City/County of

Final Wage Compliance Report

SUBMIT ONE FOR EACH CONSTRUCTION CONTRACT OVER \$2,000.00 TO

Rachel.Brown@dallascounty.org 214-653-6359

CDBG City: _____

Project Name: _____

Contraction Completion Date: _____ Contract Amount \$: _____

Prime Contractor: _____

Sub-Contractor: _____

PART I - Wage Restitution

Were any workers paid less than the Davis-Bacon rates that applied to this project? If YES, fill in the box below D Yes D No

Were any workers paid less than the correct overtime payments? D Yes D No

If YES, liquidated damages at the rate of \$10 for each calendar day for each worker must be calculated and the contractor notified of his liability. Provide information concerning the nature of the overtime violations. This should include:

Company Name	Names of Affected Employees	Amount of Davis-Bacon Restitution Paid	Amount Of CWHSSA (overtime) Restitution Paid	Davis-Bacon Wage Violation? (Yor N)	CWHSSA (overtime) Violation? (YorN)

PART II - Liquidated Damages

Attach copies of all correspondence relative to any Liquidated Damages (i.e. letter to company assessing liquidated damages, copies of payrolls showing discrepancies, copies of evidence of back wages pages (canceled checks or other acceptable evidence, copy of waiver request letter).

Did the Contractor seek a reduction or waiver of the liquidated damages? ☐ Yes ☐ No
If YES, was the request approved? D Yes, reduction D Yes, waiver

Total amount of Liquidated Damages paid: \$ _____

Number of workers owed restitution but unfound:

Total restitution owed to unfound workers: \$ _____

Name: _____ Title: _____

Signature: _____ Date: _____

Additional Information

You may access current wage determinations at: <http://www.wdol.gov/>.

Record of Employee Interview forms in English and Spanish, as well as instructions, are available at: <http://www.hud.gov/offices/adm/hudclips/forms/hud1.cfm>

The Department of Labor's Payroll Form WH-347 is available from the Wage and Hour Division Web site at: <http://www.dol.gov/whd/forms/wh347instr.htm>

The Exclude Parties List system is available at: <https://www.epls.gov/>

The Department of Labor's Davis-Bacon poster may be found at:
<http://www.dol.gov/whd/regs/compliance/posters/davis.htm>

For further information or assistance may be found at these links:
Davis-Bacon and Related Acts: <http://www.dol.gov/>

ATTACHMENTS INCLUDE:

- Compliance Procedures
- Contact Information
- ----- Wage Rate Poster (In Both English and Spanish)
- ----- Conflict of Interest Form
- Current General Wage Decision applicable for this Federally-Assisted Project
- Form WH-347 Timesheets and Statement of Compliance Certifications
must be submitted weekly to Dallas County

Compliance Procedures

The Davis-Bacon and Related Acts (DBRA) apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. DBRA contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. The DBA prevailing wage provisions apply to the "Related Acts," under which federal agencies assist construction projects through grants, loans, loan guarantees, and insurance.

In order to be held in compliance and satisfy this new federal requirement, entities *will* need to do the following:

- 1. Wage Determinations & Certifications** - Wage decisions must be included in the bidding and contract documents. Federal Wage Determinations may be obtained online at <http://www.wdol.gov/>. If DBA prevailing wage rates are applicable, your bid packages must include the current OBA general wage determination for the area where construction will occur. A wage determination update issued less than 10 days before bid opening shall be in effect unless there is not a reasonable time to notify all prospective bidders. In these cases, the relevant facts should be documented in the contract file. DBA prevailing wage rates may be obtained on-line or you may receive a copy of the most current rates that apply to your construction project from Dallas County-Rachel Brown, CDBG Project Coordinator, 500 Elm Street, Ste. 3100, 3rd Floor, Dallas, Texas, 75202 or e-mail Rachel.Brown@dallascounty.org or at 214-653-6359.
- 2. Contractor Payroll Requirements** - The contractor(s) is required to pay the prevailing wage rates on a weekly basis to laborers and mechanics in accordance with the requirements of 29 CFR 5.5, which are incorporated into the actual construction contract. The DOL Payroll Form WH-347 can be found at the following link: <http://www.dol.gov/> (See DOL Payroll Form WH-347) Timesheets and Statement of Compliance Certifications must be submitted weekly to Dallas County, Rachel Brown, CDBG Project Coordinator, 500 Elm Street, Ste. 3100, 3rd Floor, Dallas, Texas, 75202 or e-mail Rachel.Brown@dallascounty.org.
- 3. Employee Interviews & Certifications** - Periodic, confidential interviews of employees are required to be conducted by Dallas County to validate the accuracy of certified payrolls for laborers, mechanics, trades, apprentices, and trainees. Should you have any questions concerning employee interviews & certifications, please contact Rachel Brown, CDBG Project Coordinator, 500 Elm Street, Ste. 3100, 3rd Floor, Dallas, Texas, 75202 or e-mail Rachel.Brown@dallascounty.org or via phone at 214-653-6359.
- 4. Payroll Records** - Certified payroll records and labor interviews are required to be retained by the recipient and contractor for three years after completion of the construction project. Should you have any questions concerning employee payroll records, please contact Rachel Brown, CDBG Project Coordinator, 500 Elm Street, Ste. 3100, 3rd Floor, Dallas, Texas, 75202 or e-mail Rachel.Brown@dallascounty.org or via phone at 214-653-6359.
- 5. Wage Rate Poster** - Post the required Poster (WH-J 321) and applicable wage rates at the construction site. Copies of the Wage Rate Poster(s) may be obtained from Rachel Brown, CDBG Project Coordinator, 500 Elm Street, Ste. 3100, 3rd Floor, Dallas, Texas, 75202 or e-mail Rachel.Brown@dallascounty.org or via phone at 214-653-6359. (Please see Davis-Bacon Wage Rate Poster; WH-1321 at <http://www.wdol.gov/>.)
- 6. Report Violations** - Recipients must immediately report violations of the Davis-Bacon prevailing wage requirements to Dallas County's Planning and Development Department, Rachel Brown, CDBG Project Coordinator, 500 Elm Street, Ste. 3100, 3rd Floor, Dallas, Texas, 75202 or e-mail Rachel.Brown@dallascounty.org or via phone at 214-653-6359 and to the appropriate DOL WHD Office listed at <http://www.dol.gov/dol/contact/index.htm>.

Contact Information

All questions regarding the DBA guidance can be directed to: U.S. Department of Labor Wage and Hour Division 1-866-4USWAGE (1-866-487-9243), TTY: 1-877-889-5627, Monday-Friday 8 a.m. to 8 p.m. Eastern Time.

If you require further information about the DBA and how to apply it to your project, please contact Dallas County, Rachel Brown, CDBG Project Coordinator, 500 Elm Street, Ste. 3100, 3rd Floor, Dallas, Texas 75202 or via e-mail Rachel.Brown@dallascounty.org or via phone at 214-653-6359.

Additional Resources:

1. For Wage Determinations applicable to construction projects in Texas:
<http://www.wdol.gov/dba>
2. Source for determining the prevailing wage rate for each state and county is on the web page, Selecting DBA Wage Decisions, provides criteria for state and county:
<http://www.wdol.gov/dba>
3. For more information on prevailing wage and wage determinations visit the Prevailing Wage Resource Book: <http://www.dol.gov/>
4. The United States Department of Labor website:
<http://www.dol.gov/>
The webpage provides an overview, compliance assistance material, poster information, recordkeeping, DOL contact information and more.
5. Davis-Bacon and Related Acts (DBRA) Frequently Asked questions
More in-depth information can be accessed at the Department of Labor (DOL) website:
<http://www.dol.gov/whd/programs/dbra/faqs.htm>

WORKER RIGHTS

UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS WORKING ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

The law requires employers to display this poster where employees can readily see it.

PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

RETALIATION

The law prohibits discharging or otherwise retaliating against workers for filing a complaint, cooperating in an investigation, or testifying in a proceeding under the Davis-Bacon and Related Acts.

PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

Rachel Brown, Grants Manager
Planning & Development Department
500 Elm Street, Suite 3100
Dallas, Texas 75202

or contact the U.S. Department of Labor's Wage and Hour Division.



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243
TTY: 1-877-889-5627
www.dol.gov/whd



WH1321 REV 10/17

"General Decision Number: TX20250025 01/03/2025

Superseded General Decision Number: TX20240025

State: Texas

Construction Type: Highway

Counties: Archer, Callahan, Clay, Collin, Dallas, Delta, Denton, Ellis, Grayson, Hunt, Johnson, Jones, Kaufman, Parker, Rockwall, Tarrant and Wise Counties in Texas.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:		Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.	
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:		Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.	

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date
0 01/03/2025

SUTX2011-007 08/03/2011

	Rates	Fringes
CONCRETE FINISHER (Paving and Structures).....	\$ 14.12	**
ELECTRICIAN.....	\$ 19.80	
FORM BUILDER/FORM SETTER		
Paving & Curb.....	\$ 13.16	**
Structures.....	\$ 13.84	**
LABORER		
Asphalt Raker.....	\$ 12.69	**
Flagger.....	\$ 10.06	**
Laborer, Common.....	\$ 10.72	**
Laborer, Utility.....	\$ 12.32	**
Pipelayer.....	\$ 13.24	**
Work Zone Barricade		
Servicer.....	\$ 11.68	**
POWER EQUIPMENT OPERATOR:		
Asphalt Distributor.....	\$ 15.32	**
Asphalt Paving Machine.....	\$ 13.99	**
Broom or Sweeper.....	\$ 11.74	**
Concrete Pavement		
Finishing Machine.....	\$ 16.05	**
Concrete Saw.....	\$ 14.48	**
Crane Operator, Lattice		
Boom 80 Tons or Less.....	\$ 17.27	**
Crane Operator, Lattice		
Boom over 80 Tons.....	\$ 20.52	
Crane, Hydraulic 80 Tons		
or Less.....	\$ 18.12	
Crawler Tractor.....	\$ 14.07	**
Excavator, 50,000 pounds		

or less.....\$ 17.19 **
 Excavator, over 50,000
 pounds.....\$ 16.99 **
 Foundation Drill , Truck
 Mounted.....\$ 21.07
 Foundation Drill, Crawler
 Mounted.....\$ 17.99
 Front End Loader 3 CY or
 Less.....\$ 13.69 **
 Front End Loader, over 3 CY.\$ 14.72 **
 Loader/Backhoe.....\$ 15.18 **
 Mechanic.....\$ 17.68 **
 Milling Machine.....\$ 14.32 **
 Motor Grader, Fine Grade....\$ 17.19 **
 Motor Grader, Rough.....\$ 16.02 **
 Pavement Marking Machine....\$ 13.63 **
 Reclaimer/Pulverizer.....\$ 11.01 **
 Roller, Asphalt.....\$ 13.08 **
 Roller, Other.....\$ 11.51 **
 Scraper.....\$ 12.96 **
 Small Slipform Machine.....\$ 15.96 **
 Spreader Box.....\$ 14.73 **

Servicer.....\$ 14.58 **

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

TRUCK DRIVER

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

WELDER.....\$ 14.84 **

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

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** Workers in this classification may be entitled to a higher
 minimum wage under Executive Order 14026 (\$17.75) or 13658
 (\$13.30). Please see the Note at the top of the wage
 determination for more information. Please also note that the
 minimum wage requirements of Executive Order 14026 are not
 currently being enforced as to any contract or subcontract to
 which the states of Texas, Louisiana, or Mississippi, including
 their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the

classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

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

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

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

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

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

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

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END OF GENERAL DECISION"

Solicitation Number No.: 2026-010-7095 Pre-Bid Meeting Date:01/28/2026 @ 10 AM CST
Project Title: IFB Post Oak Preserve Trail Rehabilitation
Bid Due Date: February 26, 2026 @ 2:00 PM



INVITATION FOR BID

Post Oak Preserve Trail Rehabilitation

Scope of Work/Specifications

I. Introduction, Purpose and Intent

Post Oak Preserve is a Dallas County nature preserve located in Seagoville, Texas, and is across Bowers Road from the Dallas Independent School District (DISD) Environmental Education Center. The preserve has an approximately 2/3-mile paved trail leading from the parking lot to Hidden Lake that was installed during the 1990s. This paved trail is utilized by approximately 20,000 Dallas ISD students per year as well as numerous visitors from the public. Dallas ISD students walk this trail with their teachers to learn about the natural environment and perform water quality tests. The trail is now in disrepair and requires rehabilitation for continued use by the DISD students and the public. The proposed project will result in 3076 LF of a 10-foot-wide concrete overlay for the length of the existing trail.

DISD serves a population of approximately 139,000 students across most of the city of Dallas and portions of Addison, Balch Springs, Carrollton, Cockrell Hill, Combine, Duncanville, Desoto, Farmers Branch, Garland, Highland Park, Hutchins, Lancaster, Mesquite, Seagoville, University Park, and Wilmer. Seventy-two percent are Hispanic, and eighteen percent are African American. Eighty-nine percent of the student population is Economically Disadvantaged. The Texas Education Association (TEA) defines Economically Disadvantaged as eligible for free meals, reduced meals, come from a family with an annual income at or below the official poverty line, are eligible for TANF, or other public assistance. The income levels for each listed program within the TEA definition of Economically Disadvantaged fall well below the CDBG target population of households with less than 80% of the area median income (80% AMI for City of Dallas is \$54,208 and for Dallas County is \$59,319 based on U.S. Census 2019-2023 data).

Of the 21,205 DISD students that visited Post Oak Preserve in the 2024-2025 school year, 86 percent are considered Economically Disadvantaged.

II. Specification

All construction work for this project shall be performed in accordance with the Texas Department of Transportation, 2024 Standard Specifications for Construction of Highways, Streets, and Bridges, Construction Details; County of Dallas Special Provisions to the Standard Specifications; and Special Specifications.

See Exhibits A-F and Section P Indexes 1-4.

III. References

Dallas County request reference letters from at least three sources/customers where the bidder has provided services of similar size and scope for all solicitations that will result in services.

IV. Pre-Bid Meeting Schedule, Questions, and Inquiries

Solicitation Number No.: 2026-010-7095 Pre-Bid Meeting Date:01/28/2026 @ 10 AM CST
Project Title: IFB Post Oak Preserve Trail Rehabilitation
Bid Due Date: February 26, 2026 @ 2:00 PM

During the solicitation process bidders are required to limit their communication regarding this project to the Buyer referenced herein. A pre-bid meeting will be held by the County whereby the bidders will have an opportunity to ask the requesting department(s) questions and/or obtain clarification. The pre-bid meeting will be the only time when bidder and requesting department(s) will communicate directly, thereafter, all communication associated with this project shall be address through the County's purchasing platform, (<https://www.bidnetdirect.com/texas/dallas-county>), to the assigned Buyer. The County will respond to all questions by way of addendum which will be posted as part of the solicitation. The County, its agents, and employees shall not be responsible for any information given by way of verbal communication.

Pre-bid conference **January 28, 2026 at 10:00 a.m. (CST)**, the pre-bid meeting will be conducted through a conference call.

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 295 204 847 033 71

Passcode: Dy7na9gU

Dial in by phone

[+1 469-208-1731,,378802280#](#) United States, Carrollton

[Find a local number](#)

Phone conference ID: 378 802 280#

The deadline for the submission of questions is on **February 5, 2026, at 4 p.m. (CST)** through BidNet.

V. Term and Commencement Date

This will be a **one-term** contract with **no renewal options** commencing upon award by Commissioners Court, upon meeting any insurance and/or bonding requirements (if applicable) and/or fully executing the contract (if applicable).

VI. Award Method

The County's intent is to award this solicitation in its **entirety** but the County reserves the right to award in the method that is most advantageous to the County.

The County reserves the sole discretion to determine whether a solicitation response is responsive. County reserves the right to reject any or all bids and to waive minor irregularities or discrepancies in any solicitation response as may be in the best interest of County. Late bids will not be considered for award.

For this solicitation the bidder must bid on all lines to be considered responsive.

Upon expiration of the Contract, the Contractor agrees to hold over under the terms and conditions of this contract for such a period of time as is reasonably necessary to re-solicit (not to exceed 90 calendar days unless mutually agreed on in writing).

VII. Bid Submittal and Exception Requirements

To be considered for award, the bid response must be submitted by **February 26, 2026** at 2:00 p.m. (CST). Bid responses shall be submitted electronically through BidNet, the County's online public solicitation platform (<https://www.bidnetdirect.com/texas/dallas-county>). Although the County prefers submissions in electronic form, a bidder may elect to submit their bid in hard copy. To submit in hard copy, the vendor may deliver or ship to: Dallas County Purchasing Department, Records Building 500 Elm Street, Suite 5500, Dallas, Texas 75202. When submitting a bid in hard copy, the County requires **two (2)** duplicate hardcopies (one original and one copy) to be submitted.

Any exceptions to the specifications/scope of work and/or terms and conditions shall be included in the solicitation response and shall appear in its own tab. Exception shall reference the page number, section and language for which exception is taken. The County reserves the right to reject any exception not in the best interest to the County or may lead the bid to be considered nonresponsive and not considered for award.

Note: On December 19, 2024, Dallas County implemented a new public solicitation platform and will be posting all solicitations for goods, services, and construction through BidNet. Vendors seeking to do business with Dallas County will be required to register, use this link to begin your registration. (<https://www.bidnetdirect.com/texas/dallas-county>). By registering, vendors will be able to receive, at no cost, solicitation notices, view open solicitations, and submit their response online to desired business opportunities.

VIII. Communication

Upon release of the solicitation and during the process, vendors /firms and their employees of related companies as well as paid or unpaid personnel acting on their behalf shall not contact or participate in any type of contact in relation to this solicitation with Dallas County employees, department heads and/or elected officials. Such contact may result in the vendor being disqualified. All questions and request for information related to this solicitation must be coordinated through Kelli Wright.

All questions regarding this solicitation are to be submitted in writing to **Kelli Wright**, Dallas County Purchasing Department via **BidNet** (<https://www.bidnetdirect.com/texas/dallas-county>), the County's procurement platform. If the bidder does not have access to the County's solicitation platform, the bidder may submit their questions in writing via email to Kelli.wright@dallascounty.org . Please reference the IFB Solicitation number in the subject of the email.

All questions, comments and requests for clarification must reference the IFB solicitation number on all correspondence to Dallas County. Any oral communications shall be considered unofficial and non-binding.

Only written responses to written communication shall be considered official and binding upon the County. The County reserves the right, at its sole discretion, to determine appropriate and adequate responses to the written comments, questions, and requests for clarification.

NOTE: All addenda and/or any other correspondence (general information, question and responses) to this IFB will be made available exclusively through the Dallas County website for retrieval. Bidders are solely responsible for frequently checking this website for updates to this

Solicitation Number No.: 2026-010-7095 Pre-Bid Meeting Date:01/28/2026 @ 10 AM CST

Project Title: IFB Post Oak Preserve Trail Rehabilitation

Bid Due Date: February 26, 2026 @ 2:00 PM

IFB. Addenda can be located at the following web address:
<http://www.dallascounty.org/departments/purchasing/currentbids.php> (go to the appropriate IFB number, click on the appropriate hyperlink to view and/or download solicitation.)

IX. Location and Invoicing

The County shall pay invoices in 30 days. In order for the County to pay invoices in 30 days, the vendor's invoice must be correct, and reflect the work or goods delivered to the County. The 30 days begin when the County has received a correct invoice reflecting the work or goods delivered. If the County receives an invoice that is not correct and/or reflective of work or goods that have been delivered, the County will request a corrected invoice and the 30-day period will begin once the correct invoice has been received. All work described in the vendor invoice must have been delivered in compliance with the terms of the contract.

Invoices shall be submitted monthly to the County for payment, unless both parties agree to alternative arrangement based on project milestones. Each invoice submitted for payment shall include, at a minimum, the following information:

- Name and address of the department for which services were provided
- Purchase order number
- Contact information of County staff who placed order (name, phone number, department)
- Date of order or Service
- Detailed description of each service
- Price of good or services (charges for all services covered by PO/contract are to be separately stated and explained)
- Unit pricing
- Total cost of goods/services

Submitting invoices without the above information will cause delays in payment processing. The County will not be responsible for payment delays due incorrect invoices or invoices sent to the wrong address.

X. Documents Submitted with Bid

1. Attachment S - Small Business Enterprise (SBE) Forms must be submitted with bid.
2. W-9 form signed in 2026

XI. Opening of Bids

Bid reading shall be conducted at 2:30pm (CST) on the day the bids are due. The reading will be conducted via a live meeting online at [Join live event](#) or by phone [+1 469-208-1731](tel:+14692081731) United States, Carrollton (Toll) Conference ID: 115 843 401#.

Bids will be publicly opened in compliance with public bid opening statutory requirements.

XII. Review of Bids

1. The County will review bids complying with the due date and time to determine whether bids are responsive and responsible and whether the bid meets minimum requirements.
2. The County may conduct all necessary inquiries or investigations, including but not limited to, contacting references to verify the statements, documents, and information submitted in connection with the bid.
3. Please be aware that Dallas County may use sources of information not supplied by the bidder concerning the abilities to perform this work or meet the minimum requirements. Such sources may include current or past customers of the organization; current or past suppliers; articles from industry newsletters or other publications or from non-published sources made available to Dallas County.

XIII. Bid Pricing

1. Bid pricing shall be **firm** for the entire contract unless otherwise stated herein. Costs not included or calculated in the applicable unit prices as bid will not be paid by the County, regardless of the intentions of the bidder when the bid was submitted and regardless that those costs were actually incurred.

XIV. Insurance Requirements

Any Contractor or Vendor that conducts business with Dallas County, whether it is for goods and/or services, must maintain lawful worker's compensation/self-insured employee coverage requirements and adequate liability limitations

Within ten (10) days after contract award or prior to the commencement of any work or delivery, the Purchasing Agent requires the successful Contractor(s)/Vendor(s) to submit verification of the following coverage. The insurance coverages, except Workers Compensation and Professional Liability, required by this Contract, shall name Dallas County and its elected and appointed boards, officers, officials, agents, representatives, directors, employees and volunteers, as additional insured(s) (as the interest of each insured may appear).

Contractor at its own expense, consistent with its status as an independent contractor will carry, purchase and maintain insurance coverage, the minimum insurance coverage set forth immediately below, with companies authorized to do insurance business in the State of Texas or eligible surplus lines insurers operating in accordance with the *Texas Insurance Code*, having an A.M. Best Rating of "A" or better, and in amounts not less than the following minimum limits of coverage:

The policies may provide coverage, which contains deductibles or self-insured retention. Such deductibles and/or self-insured retention shall not be applicable with respect to the coverage provided to Dallas County under such policies. The Contractor shall be solely responsible for all deductibles and/or self-insured retention.

All insurance required herein shall be maintained in full force and effect throughout the term of this contract, including all extensions or renewals.

- 1.1. Workers Compensations and Employer's Liability Insurance or self-insured employee in the amount and in compliance with the provisions as provided for by Texas Law as established by

the Texas Workers Compensation Act, Title 5, Subtitle A, Texas Labor Code for all his employees assigned to operate or work under this Contract. In the event the Contractor elects to sublet any work, Contractor shall require Sub-Contractors to provide Workers' Compensation Insurance for all of the latter's employees unless the Contractor affords such employees protection. Contractors shall be responsible for workers' compensation insurance for subcontractors or sub-lessees who directly or indirectly provide service under Dallas County contract.

Workers' Compensation Insurance with statutory limits, and Employer's Liability Insurance with limits of not less than \$500,000:

Employers Liability - Each Accident	\$500,000
Employers Liability - Each Employee	\$500,000
Employers Liability - Policy Limit	\$500,000

Policies under this Section shall apply to State of Texas and include the following endorsements in favor of Dallas County:

- a. Waiver of Subrogation
- b. Thirty (30) day Notice of Cancellation

- 1.2. Commercial General Liability: Contract shall maintain Commercial General Liability Insurance coverage must include the following: (a) Premises; (b) Operations; (c) Independent Contractor's Protective Liability; (d) Products and Completed Operations; (e) Medical Expense; (f) Personal and Advertising Injury; (g) Contractual Liability; (h) Broad form property damage, to include fire legal liability. Such insurance shall carry in an amount not less than One Million and 00/100 (\$1,000,000.00) for bodily injury (including death), property damage, and blanket contractual coverage per occurrence with a general aggregate of Two Million and 00/100 (\$2,000,000.00) and products and completed operations aggregate of Two Million and 00/100 (\$2,000,000.00).

Policies under this Section shall apply to State of Texas and include the following endorsements in favor of Dallas County:

- a. Waiver of Subrogation
- b. Thirty (30) day Notice of Cancellation
- c. Additional Insureds: Dallas County and its elected and appointed boards, officers, officials, agents, representatives, directors, employees and volunteers.

- 1.3. Automobile Liability Insurance: Contractor shall maintain Automobile Liability Insurance covering all owned, hired and non-owned automobiles used in connection with work with limits not less than Five Hundred Thousand 00/100 (\$500,000.00) Combined Single Limit of Liability for Bodily Injury and Property Damage. Such insurance is to include coverage for loading and unloading hazards.

Policies under this Section shall apply to State of Texas and include the following endorsements in favor of Dallas County:

- a. Waiver of Subrogation
- b. Thirty (30) day Notice of Cancellation

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- c. Additional Insureds: Dallas County and its elected and appointed boards, officers, officials, agents, representatives, directors, employees and volunteers.
- 1.4. Builders Risk Insurance: Contractor shall maintain during the term of this contract, at its own expense, All Builders Risk Insurance in the amount equal to one hundred percent (100%) of the initial contract amount plus values of subsequent modifications and change orders. Covered perils shall include but not be limited to: Contractor's labor and workmanship, materials, fixtures, equipment, defects, fire, wind, lightning, and other weather-related hazards, damage, extended coverage, vandalism, and malicious mischief, and theft.
- Policies under this Section are subject to the laws of the State of Texas and include the following endorsements in favor of Dallas County
- a. Name Dallas County as loss payee as its interest may appear
 - b. Thirty (30) day Notice of Cancellation
- 1.5. Bid Security or Bid Bond (for contracts in excess of \$100,000): All bids shall be accompanied by a cashier's check, certified check, or a bid bond in an amount of not less than five percent (5%) of the total bid. All cashier's check or certified check shall made payable without conditions to Dallas County and must reference the IFB number on the check or bond. Bid bond executed by a solvent corporate surety or corporate sureties which are on the approved list of the United States Department of Treasury (Federal register Circular 570 - "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Acceptable Reinsuring Companies", Sections 9304 through 9308 of Title 31 of the United States Code. Surety Companies Acceptable on Federal Bonds. The Surety must also be duly authorized to do business in the State of Texas.
- 1.6. Performance Bond (for contracts in excess of \$50,000): Contractor within ten (10) days after contract award or prior to the commencement of any work or delivery services under this contract Contractor shall furnish to the County a Performance Bond in the amount equal to one hundred percent (100%) of the contract amount, executed by a solvent corporate surety or corporate sureties which are on the approved list of the United States Department of Treasury (Federal register Circular 570 - "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Acceptable Reinsuring Companies", Sections 9304 through 9308 of Title 31 of the United States Code. Surety Companies Acceptable on Federal Bonds. The Surety must also be duly authorized to do business in the State of Texas.
- 1.7. Payment or Material and Labor Bond (for contracts in excess of \$25,000): Contractor within ten (10) days after contract award or prior to the commencement of any work or delivery services under this contract Contractor shall furnish to the County a Payment or Material and Labor Bond in the amount equal to one hundred percent (100%) of the contract amount, executed by a solvent corporate surety or corporate sureties which are on the approved list of the United States Department of Treasury (Federal register Circular 570 - "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Acceptable Reinsuring Companies", Sections 9304 through 9308 of Title 31 of the United States Code. Surety Companies Acceptable on Federal Bonds. The Surety must also be duly authorized to do business in the State of Texas.

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The bonds must clearly and prominently display on the bond or on an attachment to the bond the name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent, or the toll-free telephone number maintained by the Texas Department of Insurance under Chapter 521.051 of the Texas Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll free telephone number.

In the event the contract is prematurely terminated due to Contractor's breach and/or nonperformance of the contract, the County reserves the right to act on the performance bond and/or seek monetary restitution. In the event civil suit is filed to enforce this provision, County will seek its attorney's fees and costs of suit from Contractor which amount Contractor shall pay in the event that County prevails in such action.

All bonds shall be delivered to the Dallas County Purchasing Agent located at 500 Elm Street, 5th Floor, Suite 5500, Dallas, Texas 75202. No work shall be authorized until the bond has been submitted to Dallas County Purchasing Agent.

Contractor agrees that, with respect to the above-referenced insurance, all insurance contracts/policies will contain the following required provisions:

- a. Endorsement: Except Workers Compensation and Professional Liability, name Dallas County and its elected and appointed boards, officers, officials, agents, representatives, directors, employees and volunteers as additional insured(s) (as the interest of each insured may appear) as to all applicable coverage;
- b. Endorsement: Provide for thirty (30) days prior written notice will be given to the County for cancellation, non-renewal or material reduction/change in coverage provided under all policies, except in cases of cancellation for non-payment, in the event of which notice shall be provided as required by state law to Dallas County;
- c. Endorsement: Contractor agrees to waive subrogation against Dallas County, its officers and employees for injuries, including death, property damage or any other loss;
- d. Provide for endorsement that the "other insurance" clause shall not apply to County where County is the additional insured on the policy;
- e. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of the contract is satisfactorily completed and formally accepted;
- f. All insurance coverage shall be on a per occurrence basis, if coverage is written on a claims-made basis, the retroactive date shall be prior to or coincide with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. The coverage shall be continuous for the duration of the contract agreement and for not less than two (2) years following the end of the contract agreement. Coverage, including renewals, shall have the same retroactive date as the original policy applicable to the contract agreement;
- g. Contractor shall be solely responsible for the deductible and/or self-insured retention for any loss;

- h. Contractor insurance policies coverage shall be written on a primary basis and non-contributory with any other insurance coverages and/or self-insurance carried by Dallas County;
- i. Default/Cumulative Rights/Mitigation. It is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this contract agreement are cumulative, and either Party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the Parties may have by law, statute, ordinance or otherwise. Contractor has a duty to mitigate damages.
- j. Approval and acceptance of Contractor's services and work by County shall not constitute nor be deemed a release of the responsibility and liability of Contractor for the accuracy and competency of Contractor's services or work; nor shall such approval and acceptance be deemed to be an assumption of such responsibility by the County for any defect, error or omission in the services performed by Contractor in this regard;
- k. Contractor shall provide that all provisions of this contract agreement concerning liability, duty and standard of care, shall be underwritten by contractual liability coverage sufficient to include obligation within applicable policies;
- l. Contractor and their freight contractors must be prepared to show coverage verification prior to entering upon County premises;
- m. Failure to comply with lawful requirements or adequate liability requirements may result in delay of payments, subject to the orders of the Commissioners Court, not to exceed a period of up to two years from the termination of this contract agreement, or cancellation of this contract agreement or both (Dallas County Commissioners Court Order 2003-1792, September 30, 2003);
- n. Insurance Certificates: The certificates of insurance shall list County as the certificate holder. Any and all copies of Certificates of Insurance shall reference any applicable (Bid Number, Commissioners Court Order Number, or contract number for which the insurance is being supplied). All insurance policies or duly executed certificates for the same required to be carried by Contractor under this contract agreement, together with satisfactory evidence of the payment of the premium thereof, shall be delivered to the: Dallas County Purchasing Agent located at 500 Elm Street, Suite 5500, Dallas, Texas 75202; and
- o. All insurance required to be carried by Contractor or subcontractors under this contract agreement shall be acceptable to the County in form and content, in its sole discretion. All policies shall be issued by an insurance company acceptable and satisfactory to County and authorized to do business in the State of Texas. Acceptance of or the verification of insurance by County shall not relieve or decrease the liability of Contractor.

2. Insurance Lapse

In the event successful firm fails to maintain insurance as required by this contract, successful firm shall immediately cure such lapse in insurance coverage at successful firm's sole expense and pay County in full for all costs and expenses incurred by County under this contract as a result of such failure to maintain insurance by successful firm, including costs and reasonable attorney's fees relating to County's attempt to cure such lapse in insurance coverage. Such costs and attorney's fees, not to exceed fifteen hundred and 00/100 dollars (\$1,500.00), shall be automatically deducted

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from monies or payments owed to successful firm by County. Moreover, the County shall retain five percent (5%) of the value of the Contract that shall be placed into an account from monies or payments owed to Contractor by County to cover County's potential exposure to liability during the period of such lapse. The five percent (5%) retainage shall be held by County until six (6) months after the date lapse in coverage is cured or Term of the Contract has ended or has otherwise been terminated, canceled or expired and shall be released if no claims are received or lawsuits filed against County for any matter that should have been covered by the required insurance. The County shall retain the funds if a claim is received or lawsuit and use the funds to defend, pay costs of defense or settle the claim.

XV. Rejection or Acceptance of Bids

The County reserves the right to accept or reject in part or in whole any bids submitted. The Purchasing Agent will recommend to Commissioners Court award to the lowest responsive and responsible bidder as determined by the Purchasing Agent.

XVI. Late and Withdrawn Bids

All bids must be submitted no later than the bid due date and time established by this solicitation. Bid arriving after the due date and time will not be accepted. Late bids delivered by carrier will be return to the bidder unopened.

A bidder has the right to withdraw their bid prior to the bid due date and time, thereafter, the bidder shall submit a formal request to the Dallas County Purchasing Agent requesting to withdraw their bid.

XVII. Confidentiality

Any information deemed confidential, shall be clearly noted as such on each page of the solicitation response by the bidder. County cannot guarantee it will not be compelled to disclose all or part of any public record under the Texas Open Record Act. Respondents who include information in a bid that is legally protected as trade secret or confidential shall clearly indicate the information which constitutes a trade secret or confidential information by marking that part of the bid "trade secret" or "confidential" at the appropriate place. If a request is made under the Texas Open Records Act to inspect information designated as trade secret or confidential in a bid, the bidder shall, upon request, immediately furnish sufficient written reasons and information as to why the information designated as a trade secret or confidential should be protected from disclosure to Attorney General of Texas for final determination.

XVIII. Disqualification of Bidders

Bidders may be disqualified for, but not limited to, the following reasons:

- Reason to believe collusion exists among the bidders
- The bidder is involved in any litigation against Dallas County
- The bidder is in arrears on an existing contract or has failed to perform on a previous contract with Dallas County

XIX. Permits Required by Law

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Contractor shall comply with all requirements of federal, state, and local statutory requirements and regulations pertinent to or affecting any phase of this contract.

XX. Records and Audit

The Contractor shall keep accurate records of all components of invoices to the County as they relate to this contract. These records shall be retained for a minimum of two years after the conclusion of the Contract. The County reserves the right to audit any records it deems necessary for the execution of this Contract.

XXI. Assignment of Contract

The Contractor shall not assign, transfer, sublet, convey or otherwise dispose of the Contract of any part therein or its right, title or interest therein or its power to execute the same to any other persons, firm, partnership, company or corporation without the prior written consent of the County. Should the Contractor assign, transfer, sublet, convey or otherwise dispose of its right, title or interest or any part thereof in violation of this section, the County may, at its discretion, cancel the Contract and all rights, title and interest of the Contractor shall therein cease and terminate, and the Contractor shall be declared in default.

XXII. Default by Contractor

The following events shall be deemed to be events of default by Contractor under the Contract:

- Contractor shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors;
- Contractor attempts to assign the Contract without the prior written consent of the County;
- Contractor shall fail to perform, keep or observe any term, provision or covenant of the Contract; or
- Contractor fails to properly and timely pay Contractor personnel, suppliers or other contractors and the failure impacts the County in any manner.

In the event a default occurs, the Director shall give the Contractor written notice of the default. If the default is not corrected to the satisfaction and approval of the Director within the time specified in such notice, the County may immediately cancel the Contract. At the direction of the Director, the Contractor shall vacate the facility, if applicable, and shall have no right to further operate under the Contract.

The Contractor, in accepting the Contract, agrees that the County shall not be liable to prosecution for damages or lost anticipated profits if the County cancels or terminates the Contract.

No Waiver: No waiver by the County of any default or breach of any covenant, condition, or stipulation shall be treated as a waiver of any subsequent default or breach of the same or any other covenant, condition, or stipulation.

XXIII. Termination

The County may terminate this agreement in whole or in part by giving thirty days written notice thereof to Contractor. The County will compensate Contractor in accordance with the terms of the agreement for all goods and services delivered and accepted prior to the effective date of such termination notice.

XXIV. Miscellaneous

1. After executing the contract or issuance of a purchase order, no consideration will be given to any claim of misunderstanding.
2. Bidders shall submit with their bid, the required Contractor's qualification statement with supporting information as stated herein along with all other supporting documentation requested.
3. Bidders shall thoroughly familiarize themselves with the provisions of these specifications/scope of work.
4. A bid may be disqualified if the corporation or individual bidder is in arrears or in default to the County for delinquent taxes or assessments or on any debt or contract, whether as defaulter or bondsman; or who has defaulted upon any obligation to the County by failing to perform satisfactorily any previous agreement or Contract within the past seven years. Also, bidders may be disqualified for poor prior performance on similar Contracts with other entities.
5. The Contractor agrees to abide by the rules and regulations as prescribed herein. The Contractor will, in all solicitations or advertisements for personnel to perform services under the Contract, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, or national origin.
6. If either party hereto is prevented from completing its obligations under the Contract by act of God, strike, lockout, material or labor restrictions by any governmental authority, civil riot, flood, or any other cause beyond the control of the parties hereto, then such party shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.
7. The section headings in these Specifications are for convenience in reference and are not intended to define or limit the scope of any of the conditions, terms or provisions of these specifications.
8. Should any question arise as to the proper interpretation of the terms and conditions of these specifications, the decision of the department director and/or Purchasing Agent or his authorized representative shall be final.

XXV. Indemnity

The selected bidder agrees to defend, indemnify and hold the County, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs, and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by the selected bidder's breach of any of the terms or provisions of the contract, or by any other negligent or strictly liable act or omission of the selected bidder, its officers, agents, employees, or subcontractors, in the performance of the contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the County, its officers, agents, or employees and in the event of joint and concurrent negligence or fault of the selected bidder(s) and County, responsibility, and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the County under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of

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the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

XXVI. Development Costs

Neither Dallas County nor its representatives shall be liable for any expenses incurred in connection with preparing a response to this IFB. Respondents are encouraged to prepare their bids simply and economically, providing a straightforward and concise description of your firm's ability to meet the requirements of the IFB.

XXVII. Certificate of Interested Parties (Form 1295)

Section 2252.908 of the Texas Government Code: An Act Addressing Disclosure of Interested Parties.

Effective January 1, 2016, Dallas County, must comply with the "Disclosure of Interest Parties, requirements established under Section 2252.908 of the Texas Government Code as implemented by the Texas Ethics Commission. Briefly stated, all contracts requiring an action or vote by the governing body of the entity or agency before the contract may be signed (regardless of the dollar amount) or that has a value of at least \$1 million will require the on-line completion of Form 1295 "Certificate of Interested Parties", in accordance with Texas Government Code Statute §2252.908. Form 1295 is also required for any and all contract amendments, extensions or renewals. All business entities are required to complete and file electronically with the Texas Ethics Commission using the online filing application.

Step 1: Business Entity completes Form 1295 in electronic format on the Texas Ethics Commission website: (https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

Step 2: Upon receipt of a completed Interested Parties Disclosure Form, Texas Ethics Commission issues a Certification of Filing to the Business Entity and the Business Entity download(s), print, sign(s) and notarize(s) Form 1295. An authorized agent of the business entity will need to sign the printed copy of the form and have the form notarized.

Step 3: At the time of submission of the solicitation to Dallas County the Business Entity must submit the completed notarized Form 1295 with the Certification of Filing with their contract (i.e.: bid, rfp, rfq, soq, etc.) to Dallas County. Upon receipt, Dallas County may proceed with the award and/or execution of the contract.

Step 4: Not later than the 30th day after the date the contract has been signed by all parties, Dallas County must notify the Texas Ethics Commission (in electronic format) of the receipt of (1) Form 1295, and (2) the Certification of Filing.

Step 5: Not later than the 7th business day after receipt of the above notice, Texas Ethics Commission makes the disclosure available to the public by posting the disclosure on its website.

County Offices and Departments submitting contracts to Commissioners Court for award/execution are responsible for acknowledging and filing the Form 1295.

Definitions:

(a) "Contract" includes an amended, extended, or renewed contract.

(b) "Business entity" includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency.

(c)“Controlling interest” In accordance with the Texas Ethics Commission, Chapter 46.3(c) and applicable to Texas Government Code §2252.908 - (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.

(d)“Interested party” (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser, or attorney for the business entity.

(e)“Intermediary” for purposes of this rule, means, a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

(1) receives compensation from the business entity for the person’s participation;

(2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and

(3) is not an employee of the business entity.

To obtain additional information on Section 2252 and to learn more about the Texas Ethics Commission process to create a new account or to complete an electronic version of Form 1295 for submission with a signed contract, please go to the following website:

<https://www.ethics.state.tx.us/tec/1295-Info.htm>

Instructional Videos for Business Entities on how to file online can be found at:

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

XXVIII. Conflict of Interest

No County elected or appointed official or representative, or any employees shall have any financial interest, direct or indirect, in any contract with the County or be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, goods or services, except on behalf of the County as an official or employee. Any violation of this Section, with knowledge, expresses or implied, of the person or corporation contracting with the County shall render this Agreement involved voidable by the Commissioners Court of Dallas County. It is the responsibility of Contractor during all phases of this Agreement to notify the County in writing of any potential conflict of interest. Contractor covenants that neither it nor any member of its corporation presently has any interest or shall acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement. Contractor further covenants that in the performance of this Agreement no person having such interest shall be employed or appointed by Contractor.

XXIX. Small Business Enterprise (SBE) Program

See Attachment S – Small Business Enterprise Program (SBE) and SBE forms