

**ADDENDUM NO. 1
TO
CONTRACT DOCUMENTS &
SPECIFICATIONS**

ISSUED 10/6/2025

**Hays County
City of Dripping Springs**

West Interceptor Segment 2

BIDS: FRIDAY, OCTOBER 24th, 2025 at 10:00 AM

**BURGESS & NIPLE, INC.
AUSTIN, TEXAS**

TO ALL PROSPECTIVE BIDDERS AND OTHER CONCERNED PARTIES

This Addendum No. 1 is hereby made a part of the Contract Documents and Specifications (hereafter referred to as the Contract Documents) and shall be attached thereto. The requirements of this Addendum supersedes everything to the contrary in the original Contract Documents and any other previous addenda, if any; otherwise, all provisions of the original Contract Documents shall remain in full force and effect. Addendum No. 1 to the Contract Documents shall include, but not necessarily be limited to the following items:

GENERAL ADDITIONS/CLARIFICATIONS

The required duration for the Payment and Performance Bonds is hereby revised to **two (2) years**. This clarification modifies the information presented in document TWDB-0551 and wherever else it may apply.

KMZ files are now provided and can be found on civcast.

The warranty requirements for the project are referenced and incorporated within the scope of the **Payment and Performance Bonds**.

Addendum No.1 Changelog:

- **BID FORM** – Item 20 has been added to include revegetation to the bid. Item 21 has a revised quantity for parcel 1 that will require coastal Bermuda revegetation. Item 19 has been changed to clarify the work to be included in the bid for the receiving pit.
- **STANDARD AGREEMENT** – Reference to correspondence with the contractor has been removed from Article 4.02.
- **TWDB-0551** – The one-year performance and payment bond has been replaced with two years.
- **Television Testing specifications** have been added to this addendum.
- **NBU Television Testing Specification** has been added as part of this addendum


Please let me know if you have any questions.

William Ball, P.E.

END OF ADDENDUM NO. 1

Please verify receipt of this Addendum by emailing to Juhmanie.alexander@burgessniple.com

W.B. Ball



10/2/25

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

BID FORM FOR CONSTRUCTION CONTRACT

Prepared By



Endorsed By



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BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

- 1.01 Sealed bids in envelopes are due at the Office of the Engineer: Burgess & Niple, Inc. located at 235 Ledge Stone Drive, Austin, Texas 78737, (512) 432-1000 no later than 10:00 a.m. on Friday, October 24, 2025.
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids; Notably, SAM authorization.
 - E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - F. Required Bidder Qualification Statement with supporting data; and
 - G. Proposer's Certifications (WRD-255) regarding Equal Employment Opportunity and Non-Segregated Facilities
 - H. Affirmative Steps Solicitation Report (TWDB-0216)
 - I. Participation Summary (TWDB-0373)
 - J. Prime Contractor Affirmative Steps Certification and Goals (TWDB-0217)
 - K. Vendor Compliance with Non-Resident Bidding Requirements (TWDB-0459)
 - L. Certification Regarding Debarment, Suspension and Other Responsibility Matters, SRF-404
 - M. Certification Regarding Lobbying (WRD-213)
 - N. Disclosure Of Lobbying Activity (SF-LLL)
 - O. Certification Of Interested Parties (Texas Ethics Commission Form 1295) – completed online
 - P. Conflict of Interest Form

ARTICLE 3—BASIS OF BID—UNIT PRICES

3.01 Unit Price Bids

A. Bidder will perform the following Work at the indicated unit prices:

Bid Items	Unit	No.	Unit Price	Subtotal
1. Mobilization	LS	1		
SITEWORK / EARTHWORK & CONTROLS				
2. Stabilized Construction Entrance	EA	5		
3. Storm Water Pollution Prevention Plan	LS	1		
4. Clearing & Grubbing	AC	15		
5. Subgrade Preparation	SY	251		
6. 8" Compacted Road Base	SY	251		
7. Dry 6" Rock Rip Rap, on Filter Fabric	SY	23		
8. Silt Fencing	LF	7,708		
9. Rock Berm	LF	120		
10. Barbed Wire and Woven Fence	LF	1,141		
11. Barbed Wire and Woven Fence Gate	EA	4		
12. Temporary Commercial Driveway Excavation and Embankment	LS	1		
13. Drainage Crossings	EA	4		
14. Concrete Washout Pit	EA	5		
15. Traffic Control	LS	1		
16. Hot Mix Asphaltic Concrete pavement, 2" Type D	SY	141		
17. Tree Removal	LS	1		
18. Reinforced Creek Crossing Structure (Including cofferdam, dewatering, and all related items)	LS	1		
19. Remove & Replace Concrete drive as necessary for receiving pit	LS	1		

20.	Revegetation	AC	15		
21.	Revegetate Cypress Fork Ranch – Giant Coastal Bermuda	SY	365		
22.	Trench Dam	EA	17		
COLLECTION SYSTEM					
23.	12" PVC Gravity Main (0'-6')	LF	68		
24.	12" PVC Gravity Main (16'-18')	LF	64		
25.	15" PVC Gravity Main (10'-12')	LF	33		
26.	15" PVC Gravity Main (12'-14')	LF	50		
27.	15" PVC Gravity Main (14'-16')	LF	17		
28.	15" PVC Gravity Main (16'-18')	LF	28		
29.	16" HDPE Gravity Main (0'-8')	LF	197		
30.	18" PVC Gravity Main (10'-12')	LF	278		
31.	18" PVC Gravity Main (12'-14')	LF	1,087		
32.	18" PVC Gravity Main (14'-16')	LF	464		
33.	18" PVC Gravity Main (16'-18')	LF	1,330		
34.	18" PVC Gravity Main (18'-20')	LF	171		
35.	21" PVC Gravity Main (10'-12')	LF	567		
36.	21" PVC Gravity Main (12'-14')	LF	852		
37.	21" PVC Gravity Main (14'-16')	LF	619		
38.	21" PVC Gravity Main (16'-18')	LF	436		
39.	21" PVC Gravity Main (18'-20')	LF	713		
40.	24" PVC Gravity Main (8'-10')	LF	379		
41.	24" PVC Gravity Main (10'-12')	LF	84		
42.	24" PVC Gravity Main (12'-14')	LF	107		
43.	24" PVC Gravity Main (14'-16')	LF	94		

44.	24" PVC Gravity Main (16'-18')	LF	234		
45.	24" PVC Gravity Main (18'-20')	LF	192		
46.	12" PVC Stub-Out (10'-12') Connect to Manhole W-30	LF	10		
47.	Bore & Jack 30" Steel Casing/15" PVC Carrier w/ Joint Restraints	LF	92		
48.	24" HDPE Casing Pipe w/ Spacers	LF	197		
49.	35' x 14' Bore Pit	EA	1		
50.	10' X 14' Receiving Pit	EA	1		
51.	4' Manhole (Extra Depth)	VF	36		
52.	Standard Precast Manhole w/ Precast Base, 5' Diameter	EA	16		
53.	Standard Precast Vented Manhole w/ Precast Base, 5' Diameter	EA	6		
54.	External Drop Manhole, 5' Diameter	EA	1		
55.	5' Manhole (Extra Depth)	VF	138		
56.	Tie Into Existing (4') Manhole	EA	1		
57.	Free Standing Livestock Fencing	LF	280		
58.	Trench Safety	LF	7,714		
59.	Television Testing	LF	7,996		
60.	Mandrel Testing	LF	7,714		
61.	Manhole Vacuum Testing	EA	23		
ALTERNATE BID ITEMS					
62.	Dewater Wastewater Trench for Flows Above 350 gpm.	LF			
OPTIONAL BID ITEMS SUBTOTAL					

Bid Items Notes

1. All excess material will be hauled offsite & disposed of - no separate pay.
2. Per specifications an optional bid item is provided for flowrates above 350 gpm
3. Bypass pumping is based on an Onion Creek flow rate of 1 cfs.
4. Contractor to verify quantities during the bid process. No adjustments will be made for discrepancies between the plans and quantities.

B. Bidder acknowledges that:

1. Each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. Estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.
3. Alternate work items are not part of the "Total Bid Price", but may be added to the work at the discretion of the owner

3.02 Total Bid Price

Total Bid Price (Total of all Unit Price Bids Items 1 – 61)	\$
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ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 Bid Acceptance Period

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder’s Representations*

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder’s (Contractor’s) safety precautions and programs.
 7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

The remainder of this page has been left blank

BIDDER hereby submits this Bid as set forth above:

Bidder:

(typed or printed name of organization)

By:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

Address for giving notices:

Bidder's Contact:

Name:

(typed or printed)

Title:

(typed or printed)

Phone:

Email:

Address:

Bidder's Contractor License No.: (if applicable)

SECTION 00500
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR

This **AGREEMENT** is by and between **The City of Dripping Springs** (hereinafter called OWNER) and _____. (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents.

The work to be performed includes furnishing all materials, equipment, tools, and labor necessary for the construction of approximately 7,996 linear feet of 12 to 24" gravity sewer line. The gravity main will cross Onion Creek going southeast. This project includes the removal of trees along the installation of gravity sewer and protection of existing trees along the same corridor.

ARTICLE 2 - THE PROJECT

2.01 This project is for construction of the City of Dripping Springs West Interceptor Segment 2.

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by Burgess & Niple, Inc., 235 Ledge Stone, Austin, TX, 78737, 512/432-1000 (phone), 512/432-1015 (fax) who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4- CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work shall be substantially complete no later than **300** calendar days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions and completed and ready for final payment no later than **360** calendar days after the date when the Contract Times commence to run.

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STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR

Substantially complete shall mean completing the improvements, and testing so that the planned improvements are in operation.

4.03 Liquidated Damages

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER **\$500.00** for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER the same amount specified for liquidated damages for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraph 5.01.A below:

- A. For all Work, an amount equal to the sum of the established unit price for each identified item times the estimated quantity of that item as indicated in the Bid Form:

There are no cash allowances for this Contract as described in paragraph 11.02 of the General Conditions.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

SECTION 00500
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR

A. OWNER shall make partial payments as the Work progresses on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the 30th day of each month during performance of the Work as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions:

1. Prior to Final Completion and acceptance of the Work, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:

- a. 95% of Work completed (with the balance being retainage); and
- b. 95% of the cost of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to the OWNER as provided in paragraph 14.2 (with the balance being retainage).

6.03 Final Payment

Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price.

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due, excluding retainage, as provided in Article 14 of the General Conditions shall bear interest at the rate of 6.0%. Owner shall pay interest on retainage when required by the laws of the State of Texas.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents, including Addendums.

B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

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STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR

D. CONTRACTOR acknowledges that OWNER and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the Project site.

E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all examinations, investigations, explorations, tests, studies, and data concerning conditions which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.

F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. CONTRACTOR has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to CONTRACTOR.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

K. Where conflicts, errors, ambiguities or discrepancies have been discovered in or between Contract Documents and/or other related documents, and where said conflicts, etc., have not been resolved through the interpretations or clarifications by Engineer as described in the Instructions to Bidders, because of insufficient time or otherwise, CONTRACTOR has included in the Bid the greater quantity or better quality of Work, or compliance with the more stringent requirement resulting in a greater cost.

K. CONTRACTOR agrees that no contractor, subcontractor, material supplier, vendor, laborer, mechanic, or other person can or will contract for or in any other manner acquire any lien upon the building or works covered by the Agreement, or the land upon

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STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR

which the same is situated.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - 3. General Conditions.
 - 4. Supplementary Conditions.
 - 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
 - 6. Drawings listed on the attached sheet index.
 - 7. Addenda: **[NONE]**
 - 8. Exhibits to this Agreement (enumerated as follows):
 - a. **[NONE]**
 - 9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as

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STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR

provided in paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings indicated in the General Conditions and Supplemental Conditions.

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Law

A. The agreement shall be interpreted according to the laws of the State of Texas.

10.06 Venue

A. If any lawsuit is filed relating to the agreement, venue shall be in Hays County, Texas.

10.07 Modification of Agreement

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STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR

A. This is the entire agreement between the parties. This agreement cannot be amended except in writing, signed by both parties.

ARTICLE 11 – INDEMNIFICATION OF OWNER AND ENGINEER BY CONTRACTOR

11.01 As is provided in Section 6.20 of the General Conditions, CONTRACTOR agrees to indemnify and hold harmless OWNER, ENGINEER, ENGINEER's consultants and the officers, directors, employees, agents and other consultants of each and any of them from and against all claims, costs, losses, and damages caused by or arising out of or resulting from the performance of the Work, provided that any such claim, cost, loss, or damage: (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including loss or use therefrom and (ii) is caused in whole or in part by any act or omission of the CONTRACTOR, any Subcontractor, any Supplier or any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone else for whose acts any of them may be liable, **REGARDLESS OF WHETHER OR NOT CAUSED BY ANY NEGLIGENCE OR OMISSION OF OWNER, ENGINEER OR ANY OF THE OTHER PERSONS LISTED ABOVE TO BE INDEMNIFIED HEREUNDER OR WHETHER LIABILITY IS IMPOSED UPON SUCH INDEMNIFIED PARTY BY LAWS AND REGULATIONS REGARDLESS OF THE NEGLIGENCE OF SUCH PERSON OR ENTITY.**

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement of **Two (2)** Originals. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on _____, _____ (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

City of Dripping Springs

By: _____

By _____

Mayor

[CORPORATE SEAL]

Attest: _____

Attest _____

Address for giving notices:

Address for giving notices:

City of Dripping Springs
P.O. Box 384

SECTION 00500
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR

511 Mercer Street
Dripping Springs, Texas 78620

License No. _____

Agent for service of process: _____

Designated Representative:

Name: **Michelle Fischer**
Title: **City Administrator**

Address:
City of Dripping Springs
P.O. Box 384
511 Mercer Street
Dripping Springs, Texas 78620

Phone: **(512) 858-4725**

Fax: **(512) 858-5646**

Designated Representative:

Name
Title

Address:

Phone

Fax



Texas Water Development Board
Supplemental Construction Contract
Conditions

For Non-Equivalency Projects under the
Clean Water State Revolving Fund and
Drinking Water State Revolving Fund
Programs

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I. INSTRUCTIONS TO APPLICANT

1. Applicability

These Supplemental Conditions contain provisions that are worded to comply with certain statutes and regulations which specifically relate to Clean Water State Revolving Fund (CWSRF) Non-Equivalency Program and Drinking Water State Revolving Fund (DWSRF) Non-Equivalency Program projects. Provisions that are applicable to the project's dollar value of the contract are so noted within these provisions.

Construction projects which are considered Equivalency projects do not use these conditions but instead use Texas Water Development Board (TWDB) Supplemental Conditions TWDB-0550. Projects with State Loan funding use Supplemental Conditions TWDB-0552.

2. Use of Conditions

The conditions and forms listed under ***Section II: Instructions to Bidders*** are to be included in the instructions to bidders for construction services. The provisions listed under ***Section III: Construction Contract Supplemental Conditions***, must be included, in their entirety, with the other general and special conditions that are typically included in the construction contract documents by the Consulting Engineer¹.

3. Modifications to Provisions

The Applicant may need to modify parts of these provisions to better fit the other provisions of the construction contract; however, everything herein must be included in the contract documents. The Applicant and the Consulting Engineer should carefully study these provisions before incorporating them into the construction contract documents. In particular, Water Districts and other types of districts should be aware of statutes relating to their creation and operation which may affect the application of these conditions. The Texas Water Development Board (TWDB) Project Engineer/Reviewer should be consulted if the Applicant thinks there is a need to modify parts of these provisions.

Section III, Supplemental Condition No. 13 (Archeological Discoveries and Cultural Resources) and Section III, Supplemental Condition No. 14 (Threatened and Endangered Species) may be superseded or modified by project-specific environmental conditions established during the environmental review process.

These documents may confer certain duties and responsibilities on the Consulting Engineer that are beyond, or short of, what the Applicant intends to delegate. The Applicant should ensure that the contractual agreement with the Consulting Engineer provides for the appropriate services. Otherwise, the Applicant should revise the wording in these special conditions to agree with actually delegated functions.

¹ Throughout this document "Consulting Engineer" is used to mean Design Engineer/Engineer of Record, Prime Engineer, or Owner's Engineer, depending on the contract type between the Applicant and the Engineer and depending on the phase of the project (i.e., planning, design, or construction).

4. Good Business Practices

There are other contract provisions that the Applicant and Consulting Engineer need to include as a matter of good business practices. It is recommended that provisions addressing the following matters be included in the construction contract:

- (a) Specifying the time frame for accomplishing the Construction of the project, and the consequences of not completing construction on time, including liquidation damages.
- (b) Specifying the type and dollar value of and the documentation of insurance the Contractor is to carry. At a minimum the Contractor should carry worker's compensation, liability, and builder's risk insurance that will meet state statutory limits.
- (c) Identifying the responsibility of the Contractor - responsibility and warranty of work.
- (d) Price reductions for defective pricing of negotiated costs.
- (e) Differing site conditions - notice and claims regarding site conditions differing from indicated conditions.
- (f) Specifying maximum time allowed to submit an official Change Order after a field change has been authorized and implemented.
- (g) Covenants against contingent fees – prohibit contingent fees for securing business.
- (h) Gratuities - prohibitions against offering and accepting gratuities.
- (i) Auditing and accessing records.
- (j) Suspension of work - conditions under which the Applicant may suspend work.
- (k) Termination - conditions under which the Applicant may terminate.
- (l) Remedies - how disputes will be remedied.

5. Other Requirements

If applicable, Trench Safety requirements shall adhere to the Health and Safety Code Chapter 756, Subchapter C, which includes reference to the Occupational Safety and Health Administration (OSHA) standards for trench safety in effect during the period of construction of the project and Owner's Geotechnical information to assist Contractor in design of Trench Safety System.

There may be other local government requirements and applicable Federal and State statutes and regulations that are not accommodated by these conditions. It is the Applicant's responsibility to ensure that the project and all contract provisions are consistent with all relevant statutes and regulations.

6. Advertisements for Bids

State procurement statutes **require advertising a contract for bid at least once a week for at least two (2) consecutive weeks**². If this requirement is not followed, the project may need to be re-advertised (i.e., rebid). The official advertisement for bids that is published in the newspaper should include certain information such as, but not limited to, the following:

- (a) A clear description of what is being procured.
- (b) How to obtain plans and specifications (P&S), necessary forms, and information.
- (c) The date and time by which bids are to be submitted (deadline).
- (d) The address where bids are to be provided.
- (e) A statement that the contract is contingent upon release of funds from the TWDB.
- (f) A statement that any contract(s) or contracts awarded under this Invitation for Bids (IFB), Request for Proposals (RFP), or Request for Qualifications (RFQ) is/are expected to be funded in part by financial assistance from the TWDB. Neither the U.S. Environmental Protection Agency (EPA) or the State of Texas, nor any of its departments, agencies, or employees are or will be a party to this IFB, RFP, RFQ or any resulting contract.
- (g) For CWSRF, include - Any contract(s) awarded under this Invitation for Bids is/are subject to the American Iron and Steel (AIS) requirements of federal law, including federal appropriation acts and/or Section 608 of the Federal Water Pollution Control Act.
- (h) *The following is specific text that should be included as-is:* Equal Opportunity in Employment - All qualified applicants will receive consideration for employment without regard to race, color, religion, sex (including pregnancy), sexual orientation, gender identity, national origin, age (40 or older), disability or genetic information. Bidders on this work will be required to comply with the Department of Labor regulations at 41 CFR Part 60-4, relating to Construction Contractors-- Affirmative Action Requirements, which include the President's Executive Order No. 11246, as amended by Executive Order 11375 and Executive Order No. 13672, in the award and administration of contracts awarded under TWDB financial assistance agreements. Failure by the Contractor to carry out these requirements is a material breach, which may result in the termination of the awarded financial assistance.
- (i) Acknowledgement of any specific requirements such as mandatory pre-bid conference.

² From LGC 252.041, Municipalities are required to advertise in a newspaper at least once a week for two consecutive weeks.

- (j) Affirmative Action requirements, requiring no discrimination on the basis of race, color, national origin, or sex (40 CFR Part 7).
- (k) Right to reject any and all bids.
- (l) A statement that Davis-Bacon prevailing wage requirements apply to the construction, alteration or repair of treatment works carried out, in whole or in part, with assistance made available by the Clean or Drinking Water State Revolving Fund Programs (CWSRF or DWSRF).
- (m) For additional information on Davis-Bacon Wage Rate Requirements and its applicability to this contract, please consult TWDB Guidance No. DB-0156.

7. Bid Proposal

The Bid proposal form should account for the following:

- (a) If a lump sum bid, include a list of the materials used and associated costs.
- (b) Distinguish Eligible and Ineligible items.
- (c) Accommodate Trench Safety requirements with separate per unit pay item for trench excavation safety protection in accordance with [Health and Safety Code Chapter 756, Subchapter C](#) and as briefly noted below:
 - i. Separate pay item for special shoring requirements, and
 - ii. Separate pay item for trench excavation safety protection.
- (d) Include space for the Contractor to acknowledge receipt of each Addendum issued during the bidding process.

8. Bidding Process

The Plans and Specifications (P&S) should include an explanation of how the bids will be processed. The explanation should include the following components:

- (a) Whether a Pre-bid Conference will be held, whether it is optional or mandatory, and where and when it will be held. If possible, it is recommended to hold the pre-bid via Zoom, Microsoft Teams or other online platform, as well as in person. The TWDB Project Engineer/Reviewer is to be invited to the Pre-Bid Conference.
- (b) Specify the criteria and process for determining responsiveness and responsibility of the bidder.
- (c) Specify the method of determining the successful bidder and award (e.g., award to the lowest responsive, responsible bidder, accounting for any multiple parts to bids), and accounting for non-resident bidder reciprocity requirements (TWDB-0459).
- (d) Allow for withdrawal of a bid due to a material mistake.

(e) Identify the time frame that the bids may be held by the Applicant before awarding a contract (i.e., typically for 60 or 90 days).

(f) Acknowledge the right of the Applicant to reject any and all bids.

9. Release of Funds

Prior to the TWDB authorization for the Applicant to issue a notice to proceed (NTP) and subsequent release of funds for construction (according to program specific requirements), the Applicant and its consultant must provide the following bid documents for TWDB review:

(a) Submittal of Bid Documents to TWDB Project Engineer/Reviewer to allow contingent award of contract:

- Advertisement and Affidavit of Advertisement (for municipalities, the project must be bid at least once a week for two (2) consecutive weeks in a newspaper),
- Bid tabulation,
- All Addenda submitted and approved for the contract,
- Bid proposal of apparent low bidder (or chosen bidder with explanation), including the Contractor's bid guarantee or bid bond,
- Site Certificate (ED-101),
- Consulting Engineer's recommendation to award letter,
- A description of any bidding irregularities,
- Construction inspection proposal,
- Reciprocity of Non-Resident Bidder Form (TWDB-0459), and
- Bidder's Certifications Form (WRD-255).

Then the TWDB can issue authorization for the Applicant to issue the contingent Notice of Award for the construction contract.

(b) Once the Applicant has issued their contingent Notice of Award of the construction contract, they must submit a bound copy (single file PDF document) of the **executed contract documents (including specifications)** and a bound copy (single file PDF document) of the **Approved Plan Set**. A complete set of bound executed contract documents should include:

- Front-End Documents, Addenda, Executed Agreement, and Technical Specifications as approved by the TWDB and TCEQ (as applicable),
- Contractor's Act of Assurance (TWDB Form ED-103),

- Contractor's Act of Assurance Resolution (TWDB Form ED-104),
- Payment and Performance Bonds (must be executed on or after the date of the agreement),
- Contractor's Wage Rate Determination(s),
- Contractor's Certificate of Insurance, and
- **If applicable**, the Applicant's **Sufficiency of Funds letter**.

After reviewing and approving the executed contract documents, the TWDB will issue an authorization for the Applicant to issue a Notice to Proceed (NTP). At this time, TWDB staff can begin releasing construction funds **in accordance with program requirements**.

Once construction begins, the Applicant must submit **monthly**, Outlay Requests. Outlay Request that includes requests for construction funds must include the following documents:

- DB-0154 - Monthly Davis Bacon Wage Rate Certificate of Compliance.
- TWDB-1106-A – Monthly American Iron and Steel Certificate.

Failure to provide these certificates will result in denial of release of funds.

For any questions and proposed modifications to these conditions, contact your TWDB Project Engineer/Reviewer.

II. INSTRUCTIONS TO BIDDERS

The language and conditions listed in this section must be included in the “Instructions to Bidders” section of the construction contract documents.

1. Contingent Award of Contract

This contract is contingent upon release of funds from the Texas Water Development Board (TWDB). Any contract(s) awarded under this Invitation for Bids is/are expected to be funded in part by a loan or loan with principal forgiveness from the TWDB and a grant from the United States Environmental Protection Agency (EPA). Neither the State of Texas, the EPA, nor any of its departments, agencies, or employees, are or will be a party to this Invitation for Bids or any resulting contract.

2. Davis-Bacon Wage Rate Requirements

Davis-Bacon prevailing wage requirements apply to the construction, alteration or repair of treatment works carried out, in whole or in part, with assistance made available by the Clean Water State Revolving Fund (CWSRF) or a construction project financed, in whole or in part, from the Drinking Water State Revolving Fund (DWSRF).

The Davis-Bacon prevailing wage requirements 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) of a treatment works project under the CWSRF or a construction project under the DWSRF.

For prime contracts in excess of \$100,000, Contractors and Subcontractors must also, under the provisions of the Contract Wage Hours and Safety Standards Act (CWHSSA), as amended, pay laborers and mechanics, including guards and watchmen, at least one and one-half times their regular rate of pay for all hours worked over 40 in a workweek. The Fair Labor Standards Act may also apply to Davis-Bacon covered contracts.

Any contracts in excess of \$2,000 must include the provisions of the Davis-Bacon Wage Rate Requirements. See Section III, Paragraph 10, Option 1 (governmental entities) and Option 2 (non-governmental entities) for contract clauses required for Davis-Bacon requirements. This information is also included in TWDB Guidance DB-0156, as follows (Applicant = Owner (sub-recipient)):

- If the Owner (sub-recipient) is a governmental entity such as a city or district, it must insert in full the contract clauses found in TWDB Guidance [DB-0156](#), Appendix 1, Section 3, Section 4 (if the contract exceeds \$100,000), and Section 5.
- If the Owner (sub-recipient) is a non-governmental entity such as a water supply corporation or a private company, it must insert in full the contract clauses found in TWDB Guidance [DB-0156](#), Appendix 2, Section 3, Section 4 (if the contract exceeds \$100,000), and Section 5.

The Owner (sub-recipient) must ensure all prime contracts require the same full text in any subcontracts. See TWDB Guidance [DB-0156](#) for the text of the contract language that must be included.

Additional information on Davis-Bacon Wage Rate Requirements and its applicability to this contract can be found in TWDB Guidance [DB-0156](#).

3. American Iron and Steel Requirements

Any contract(s) awarded under this Invitation for Bids is/are subject to the American Iron and Steel (AIS) requirements of 33 U.S.C §1388 for Clean Water State Revolving Fund projects or Public Law 114-113, Consolidated Appropriations Act, 2016, or subsequent appropriations acts, for Drinking Water State Revolving Fund projects. The Contractor must complete the statement of understanding regarding this requirement, found in Section III Supplemental Contract Conditions, Item No. 9. The statement of understanding must be signed by the Contractor.

4. Equal Employment Opportunity and Affirmative Action

All qualified applicants will receive consideration for employment without regard to race, color, religion, sex (including pregnancy), sexual orientation, gender identity, national origin, age (40 or older), disability or genetic information. Bidders on this work will be required to comply with the Department of Labor regulations at 41 CFR Part 60-4, relating to Construction Contractors--Affirmative Action Requirements, which include the President's Executive Order No. 11246, as amended by Executive Order 11375 and Executive Order No. 13672, in the award and administration of contracts awarded under TWDB financial assistance agreements. Failure by the Contractor to carry out these requirements is a material breach, which may result in the termination of the awarded financial assistance.

5. Bid Guarantee

Each bidder shall furnish a bid guarantee equivalent to five percent (5%) of the bid price (Water Code 17.183). If a bid bond is provided, the Contractor shall utilize a surety company that is authorized to do business in Texas in accordance with Surety Bonds and Related Instruments, Chapter 3503 of the Insurance Code.

6. Award of Contract to Nonresident Bidder

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located. A nonresident bidder is a Contractor whose corporate offices or principal place of business is outside of the state of Texas (Source: Texas Government Code, Chapter 2252, Subchapter A, Nonresident Bidders, § 2252.002).

The bidder will complete form TWDB-0459, Vendor Compliance with Reciprocity on Nonresident Bidders, which must be submitted with the bid.

7. Summary of Forms to be submitted with the Bid Documents:

- WRD-255, Bidder's Certifications regarding Equal Employment Opportunity and Non-Segregated Facilities
- TWDB-0459, Vendor Compliance with Reciprocity on Non-Resident Bidder.

III. SUPPLEMENTAL CONTRACT CONDITIONS

1. Supersession

The Owner and the Contractor agree that the TWDB Supplemental Conditions apply to that work eligible for TWDB assistance to be performed under this construction contract and these clauses supersede any conflicting provisions of this contract.

2. Privity of Contract

Funding for this project is expected to be provided in part by the TWDB. Neither the State of Texas, nor any of its departments, agencies or employees is, or will be, a party to this contract or any lower-tier contract. This contract is subject to applicable provisions 31 TAC Chapters 358 and 363, 31 TAC Chapter 371 (DWSRF), and 31 TAC Chapter 375 (CWSRF) in effect on the date of the assistance award for this project.

3. Definitions

- (a) The terms "Owner" or "Applicant" means the local entity contracting for the construction services.
- (b) The term "TWDB" means the Executive Administrator of the Texas Water Development Board, or another person who may be at the time acting in the capacity or authorized to perform the functions of such Executive Administrator, or the authorized representative thereof.
- (c) The term "Consulting Engineer" means the engineer the Owner has authorized to work on the project.

4. Laws to be Observed

In the execution of the Contract, the Contractor must comply with all applicable Local, State and Federal laws, including but not limited to laws concerned with labor, safety, minimum wages, and the environment. The Contractor shall make himself familiar with and at all times shall observe and comply with all Federal, State, and Local laws, ordinances and regulations which in any manner affect the conduct of the work, and must indemnify and save harmless the Owner, TWDB, and their representatives against any claim arising from violation of any such law, ordinance or regulation by the Contractor, their Subcontractor or their employees.

5. Review by Owner and TWDB

- (a) The Owner, authorized representatives and agents of the Owner and TWDB must, at all times have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this Contract, provided, however that all instructions and approval with respect to the work will be given to the Contractor only by the Owner through authorized representatives or agents.
- (b) Any such inspection or review by the TWDB must not subject the State of Texas, or its representatives, to any action for damages.

6. Performance and Payment Bonds

Each Contractor awarded a construction contract must furnish performance and payment bonds that include the following explicit conditions in the body of the bond:

- (a) The performance bond must include without limitation guarantees that work done under the contract will be completed and performed according to approved plans and specifications and in accordance with sound construction principles and practices.
- (b) The performance and payment bonds must be in a penal sum of not less than 100 percent of the contract price and remain in effect for ~~one~~^{two} year beyond the date of approval by the Consulting Engineer of the political subdivision; and
- (c) The Contractor must utilize a surety company which is authorized to do business in Texas in accordance with Surety Bonds and Related Instruments, Chapter 3503 of the Insurance Code.

7. Payment Schedule and Cost Breakdown

- (a) The Contractor must submit for approval immediately after execution of the Agreement, a carefully prepared Progress Schedule, showing the proposed dates of starting and completing each of the various sections of the work.
- (b) The following paragraph applies only to contracts awarded on a lump sum contract price:

COST BREAKDOWN - The Contractor must submit to the Owner a detailed breakdown of the estimated cost of all work to be accomplished under the contract, arranged and itemized as to meet the approval of the Owner or funding agencies. This breakdown must be submitted promptly after execution of the agreement and before any payment is made to the Contractor for the work performed under the contract. After approval by the Owner the unit prices established in the breakdown must be used in estimating the amount of the partial payments to be made to the Contractor.

8. Workman's Compensation Insurance Coverage (as applicable, consistent with Texas Labor Code § 406.096)

- (a) The Contractor must certify in writing that the Contractor provides workers' compensation insurance coverage for each employee of the Contractor employed on the public project.
- (b) Each Subcontractor on the public project must provide such a certificate relating to coverage of the Subcontractor's employees to the general Contractor, who shall provide the Subcontractor's certificate to the governmental entity.
- (c) A Contractor who has a contract that requires workers' compensation insurance coverage may provide the coverage through a group plan or other method satisfactory to the governing body of the governmental entity.

(d) The employment of a maintenance employee by an employer who is not engaging in building or construction as the employer's primary business does not constitute engaging in building or construction.

(e) In this section:

i. "Building or construction" includes:

- erecting or preparing to erect a structure, including a building, bridge, roadway, public utility facility, or related appurtenance.
- remodeling, extending, repairing, or demolishing a structure; or
- Otherwise improving real property or an appurtenance to real property through similar activities.

ii. "Governmental entity" means this state or a political subdivision of this state. The term includes a municipality.

9. American Iron and Steel

The following statement must be completed by the Contractor and made a part of the agreement between the Owner and the Contractor. The statement must be on a dedicated page within the contract that includes the Contractor signature and date; or the Contractor can choose to sign this page of the TWDB-0550.

The Contractor acknowledges to and for the benefit of the Owner ("Purchaser") that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund or the Drinking Water State Revolving Fund that have statutory requirements commonly known as "American Iron and Steel" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Owner that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Owner. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner to enforce this Agreement and recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Owner resulting from any such failure (including without limitation attorney's fees) incurred by the Owner resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the TWDB or any damages owed to the Owner).

Additional information on the American Iron and Steel (AIS) requirement and its applicability to this contract can be found in the TWDB-1106 guidance.

The Owner must receive and maintain files documenting the Contractor's use of AIS. Monthly compliance with the AIS must be verified by the Owner through the submittal of the TWDB form TWDB-1106-A.

10. Davis-Bacon Wage Rate Requirements

a. Compliance Procedures

To be held in compliance and satisfy this federal requirement, the following must be fulfilled:

- i. **Wage Determinations** - U.S. Department of Labor (DOL) wage determination must be included in the bidding and contract documents. DOL wage determinations may be obtained online at <https://sam.gov/content/wage-determinations>. Once it is determined that Davis-Bacon wage rates will apply to a construction contract, the Owner must state in the solicitation that Davis-Bacon prevailing wage rates are applicable and bid packages must include the current Davis-Bacon general wage determination for the area where construction will occur. While the solicitation remains open, the Owner must monitor <https://sam.gov/content/wage-determinations> on a weekly basis to ensure that the wage determination contained in the solicitation remains current. The Owner must amend the solicitation if the DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the Owner may request a finding from the TWDB that there is not a reasonable amount of time to notify interested Contractors of the modification of the wage determination.

If a contract is not awarded within 90 days after bid opening, any revised general wage determination issued prior to award of the contractor is effective for that contract; unless the TWDB, at the request of the Owner, requests and obtains an extension of the 90-day period from DOL ([29 CFR 1.6\(c\)\(2\)\(ii\)\(D\)](#)).

Wage determinations must be updated after contract award when (1) the contract has a change order that adds substantial construction, alternation, and/or repair work not within the original scope and the contract time is extended, or (2) the contract is a "work order" type contract (a general commitment to construction as the need arises, but exact construction is not necessarily specified). For "work order" type contracts, the most recent revision(s) of any applicable wage determination(s) on each anniversary date of the contract's award (or each anniversary date of the beginning of construction when there is no award). ([29 CFR 1.6\(c\)\(2\)\(iii\)](#))

- ii. **Insert wage rate requirements in full for all contracts and subcontracts in excess of \$2,000** - If the Owner is a governmental entity such as a city or district, it must insert in full the contract clauses shown herein as Option 1: Section 3, Section 4 (if the contract exceeds \$100,000), and Section 5.

If the Owner is a non-governmental entity such as a water supply corporation or a private company, it must insert in full the contract clauses shown herein as Option 2: Section 3, Section 4 (if the contract exceeds \$100,000), and Section 5.

The Owner must ensure all prime contracts require the same full text in any subcontracts. Davis Bacon applies regardless of whether the terms and conditions are included or not in all contracts and subcontracts. **Include the following text in all contracts:** “By accepting this award, the EPA Subrecipient acknowledges and agrees to the terms and conditions provided in the [DBRA requirements for contractors](#).”

- iii. **Monthly Certification** – The Owner must complete and submit monthly a Davis Bacon Wage Rate Certificate of Compliance once construction has begun. (Use [Monthly Davis Bacon Wage Rate Certificate of Compliance Submittal by Owner \(Sub-recipient\) DB-0154](#)).
- iv. **Contractor Payroll Requirements** - The Contractor 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. Contractors/Subcontractors must furnish weekly a statement with respect to the wages paid to each employee during the preceding week. The signature by the contractor, subcontractor, or authorized officer/employee must be an original handwritten signature or a legally valid electronic signature (e.g., DocuSign). They may use the Department of Labor (DOL) Payroll Form WH-347 and weekly Statement of Compliance on the reverse, or their own payroll form with all of the same data elements as the DOL Payroll Form WH-347, and the TWDB’s form, [Statement of Compliance Certification by Contractor for SRF, DB-0155](#). The DOL Payroll Form WH-347 can be found under the forms section of this document or at the following link: www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification. (See [DOL Payroll Form WH-347](#))
- v. **Interviews** - The Owner must periodically interview a sufficient number of employees entitled to the Davis-Bacon prevailing wages to verify that Contractors or Subcontractors are paying the appropriate wage rates. All interviews must be conducted in confidence. The Owner must use Standard Form 1445 (SF 1445), found at the following link: https://www.gsa.gov/system/files/SF_1445.pdf, or equivalent documentation to memorialize the interviews. The Owner must establish and follow an interview schedule based on its assessment of the risks of noncompliance with Davis- Bacon posed by Contractors or Subcontractors and the duration of the contract or subcontract. The Owner must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the Contractor or Subcontractor is not complying with Davis-Bacon. The Owner must immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. (See Section 5 of Option 1 [governmental entities] and Option 2 [non-governmental entities]).

- vi. **Payroll Records** - Certified payroll must be delivered by the Contractor or Subcontractor within seven (7) days after the regular payment date of the payroll period. Certified payroll records are required to be retained by the Owner and Contractor for three (3) years after completion of the construction project. The Owner must periodically conduct spot checks of a representative sample of weekly payroll data to verify that Contractors or Subcontractors are paying the appropriate wage rates. (See Section 5 of Options 1 and 2).

The payroll records must include the following: the name, Social Security number, last known address, telephone number, and email address of each laborer and mechanic; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

- vii. **Wage Rate Poster** – The Contractor must post the required Poster (WH-1321) and applicable wage rates at the construction site in a prominent and accessible place where it can be easily seen by the workers. The wage rate poster may be found at <http://www.dol.gov/whd/programs/dbra/wh1321.htm>. (See [Davis-Bacon Wage Rate Poster, WH-1321](#))
- viii. **Report Violations** – The Owner must immediately report violations of the Davis- Bacon prevailing wage requirements to the EPA Davis-Bacon Coordinator listed in the assistance agreement and to the appropriate DOL WHD Office listed at <http://www.dol.gov/whd/america2.htm>.

b. Subcontracts

The Contractor will insert in full the required wage rate requirement in any subcontract in excess of \$2,000 as specified in (a)(ii) of this section. Davis Bacon applies regardless of whether the terms and conditions are included or not in all contracts and subcontracts. **Include the following text in all contracts:** “By accepting this award, the EPA Subrecipient acknowledges and agrees to the terms and conditions provided in the [DBRA requirements for contractors](#).”

c. Davis-Bacon General Wage Determinations

A "wage determination" is the listing of wage and fringe benefit for each classification of laborers and mechanics which the Administrator of the Wage and Hour Division of the U.S. DOL has determined to be prevailing in a given area for a particular type of construction. In general, the project area is the county where the project will take place. For the type of construction, the Davis-Bacon Wage Determinations are classified by the nature of the construction projects performed, specifically listed as "schedules": residential, building, highway, and heavy construction. A brief outline of the definitions for each schedule is listed below.

Construction Type: Residential determination

This determination includes the construction, alteration or repair of single-family houses, apartment buildings of no more than four stories in height. This includes all incidental items such as site work, parking areas, utilities, streets, and sidewalks.

Construction Type: Building determination

This determination includes construction of sheltered enclosures with walk-in access for the purpose of housing persons, machinery, equipment or supplies; all construction of such structures; the installation of utilities and of equipment, both above and below grade levels; as well as incidental grading, utilities and paving. Such structures need not be "habitable" to be building construction. Also, the installation of heavy machinery and/or equipment does not generally change the project's character as a building.

Construction Type: Highway determination

This determination includes construction, alteration or repair of roads, streets, highways, runways, taxiways, alleys, trails, paths, parking areas, and other similar projects not incidental to building or heavy construction.

Construction Type: Heavy determination

This determination includes those projects that are not properly classified as either "building," "highway," or "residential." Unlike these classifications, heavy construction is not a homogenous classification. Because of this catch-all nature, projects within the heavy classification may sometimes be distinguished on the basis of their particular project characteristics, and separate schedules may be issued for dredging projects, water and sewer line projects, dams, major bridges, and flood control projects.

The Owner should review their Contractor's wage decisions and confirm they provide an adequate classification of the labor required for the specific construction contract. Most CWSRF and DWSRF projects will fall under the "Heavy" construction type, but Owners should ask their Consulting Engineers if unsure.

Some contracts or projects may require more than one general schedule to be included depending on the nature and extent of the work (i.e. a building is constructed in a water treatment facility). This is described in more detail in DOL's All Agency Memorandum 130 with Addendum 131. See the DOL's website <http://www.dol.gov/whd/programs/dbra/memorand.htm>. In such cases, the contracting agency must incorporate the applicable wage determination for each type of construction involved that is anticipated to be substantial. The contracting agency is responsible for designating the specific work for which each incorporated wage determination applies (([29 CFR 1.6\(b\)\(1\)](#))). The contracting agency should designate the work to which each wage determination or part thereof applies per Federal Acquisition Regulations (FAR) 22.404-2 thru 404-3 (www.acquisition.gov/far/22.404-2). Should overlaps occur in the wage classification schedules for the contract(s), the Owner may consider adopting the higher rate classification.

In all cases, the Owner is responsible to ensure an adequate classification is provided for compliance with the law. Where a Contractor alerts the Owner that the classification is inadequate, the Owner should work with the Contractor and the DOL to address any valid concerns.

All questions regarding Davis-Bacon 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 Davis-Bacon and how to apply it to your project, please contact the TWDB Regional Water [Project Development \(RWPD\) Team Manager for your region](#).

The Owner and Contractor may obtain additional information on the Davis-Bacon Wage Rates requirements in the TWDB's Guidance [DB-0156 – "Guidance on Davis-Bacon Wage Rate Requirements"](#).

Option 1 – Applies to Governmental Entities (such as Cities and Districts)

1. Applicability of the Davis-Bacon and Related Acts Prevailing Wage Requirements.

Davis-Bacon and Related Acts (DBRA) prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by the Clean Water State Revolving Fund and to any construction project carried out in whole or in part by assistance made available by the Drinking Water State Revolving Fund. If an Owner encounters a unique situation at a site that presents uncertainties regarding DBRA applicability, the Owner must discuss the situation with the TWDB before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Owners shall obtain the wage determination for the locality in which a covered activity subject to DBRA will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DBRA. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that Subcontractors follow the wage determination incorporated into the prime contract.

- i. While the solicitation remains open, the Owner shall monitor <https://sam.gov/content/wage-determinations> weekly to ensure that the wage determination contained in the solicitation remains current. The recipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the subrecipients may request a finding from the TWDB that there is not a reasonable time to notify interested contractors of the modification of the wage determination. In the request, the subrecipient shall include documentation of the bid date and time and

the DOL wage modification date. The TWDB will review the documentation and provide a report of its findings to the subrecipient. The subrecipient shall keep the report in the project contract file.

ii. If the Owner does not award the contract within 90 days of the bid opening, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the TWDB, at the request of the Owner, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The Owner shall monitor <https://sam.gov/content/wage-determinations> on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(b) If the Owner carries out activity subject to DBRA by issuing a task order, work assignment or similar instrument to an existing Contractor (ordering instrument) rather than by publishing a solicitation, the Owner shall insert the appropriate DOL wage determination from <https://sam.gov/content/wage-determinations> into the ordering instrument. For “work order” type contracts, the most recent revision(s) of any applicable wage determination(s) on each anniversary date of the contract’s award (or each anniversary date of the beginning of construction when there is no award). ([29 CFR 1.6\(c\)\(2\)\(iii\)](#))

(c) Owners shall review all subcontracts subject to DBRA entered into by Prime Contractors to verify that the Prime Contractor has required its Subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to an Owner’s contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the Owner has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the Owner shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL’s wage determination retroactive to the beginning of the contract or ordering instrument by change order. The Owner’s Contractor must be compensated for any increases in wages resulting from the use of DOL’s revised wage determination.

3. Contract and Subcontract provisions.

The subrecipient shall insert in full in any contract to which Davis-Bacon and Related Acts apply, the following clauses. Reference to www.epa.gov/grants/contract-provisions-davis-bacon-and-related-acts and [29 CFR 5.5](#).

The Contractor acknowledges that by entering into this contract with a contracting agency, funded by an EPA Assistance agreement (grant), the Contractor agrees to comply with the following terms and conditions in accordance with 29 CFR 5.5, if this contract is for activities covered under Davis-Bacon and Related Acts (DBRA) and exceeds (or will exceed) \$2,000. Definitions for many of the terms used below are provided in 29 CFR 5.2.

(1) Minimum Wages.

(i) Wage rates and fringe benefits

All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

As provided in paragraphs (d) and (e) of this section, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of [29 CFR 5.5\(a\)\(1\)\(v\)](#) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in [29 CFR 5.5\(a\)\(4\)](#).

Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is

performed. The wage determination (including any additional classification and wage rates conformed under [29 CFR 5.5\(a\)\(1\)\(iii\)](#) of this section) and the [Davis-Bacon poster \(WH-1321\)](#) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) Frequently recurring classifications

(A) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR Part 1, a wage determination may contain, pursuant to [29 CFR 1.3\(f\)](#), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to [29 CFR 5.5\(a\)\(1\)\(iii\)](#), provided that:

- (1) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
- (2) The classification is used in the area by the construction industry; and
- (3) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(B) The Administrator will establish wage rates for such classifications in accordance with [29 CFR 5.5\(a\)\(1\)\(iii\)\(A\)\(3\)](#) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

(iii) Conformance

(A) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is used in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(C) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to the TWDB. The TWDB will transmit the request to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the TWDB or will notify the TWDB within the 30-day period that additional time is necessary.

(D) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the TWDB will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(E) The contracting officer must promptly notify the contractor of the action taken by the [Wage and Hour Division under paragraphs \(a\)\(1\)\(iii\)\(C\) and \(D\)](#) of this section. The contractor must furnish a written copy of such determination to each affected worker, or it must be posted as part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph (a)(1)(iii)(C) or (D) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iv) Fringe benefits not expressed as an hourly rate

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

(v) Unfunded plans

If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing

bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in [29 CFR 5.28](#), that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(vi) Interest

In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

(2) Withholding.

(i) Withholding requirements

The EPA, grant recipient, subrecipient at any tier, and/or contracting agency upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in paragraph (a) of this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in [29 CFR 5.2](#)).

The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in [29 CFR 5.5\(a\)\(3\)\(iv\)](#) of this section, the **EPA, grant recipient, subrecipient at any tier, and/or contracting agency** may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(ii) Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with [29 CFR 5.5\(a\)\(2\)\(i\)](#) or [29 CFR 5.5\(b\)\(3\)\(i\)](#) of this section, or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its reprocurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A contractor's assignee(s);

(E) A contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

(3) Records and certified payrolls

(i) Basic record requirements

(A) Length of record retention

All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least three (3) years after all the work on the prime contract is completed.

(B) Information required

Such records must contain the name; Social Security number; last known address, telephone number, and email of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(C) Additional records relating to fringe benefits

Whenever the Secretary of Labor has found under [29 CFR 5.5\(a\)\(1\)\(v\)](#) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor

must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(D) Additional records relating to apprenticeship.

Contractors with apprentices working under approved programs must maintain written evidence of the apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

(ii) Certified payroll requirements

(A) Frequency and method of submission

The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts- covered work is performed, certified payrolls to the **contracting agency** if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the **contracting agency**. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least three (3) years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(B) Information required

The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under [29 CFR 5.5\(a\)\(3\)\(i\)\(B\)](#), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on the weekly transmittals. Instead the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last

known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

(C) Statement of Compliance

Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(1) That the certified payroll for the payroll period contains the information required to be provided under [29 CFR 5.5\(a\)\(3\)\(iii\)](#), and such information and records are correct and complete;

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

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

(D) Use of Optional Form WH-347

The weekly submission of a properly executed certification set forth on the reverse side of [Optional Form WH-347](#) shall satisfy the requirement for submission of the "Statement of Compliance" required by [29 CFR 5.5\(a\)\(3\)\(ii\)\(C\)](#).

(E) Signature

The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(F) Falsification

The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(G) Length of certified payroll retention

The contractor or subcontractor must preserve all certified payrolls during the course of the work for a period of three (3) years after all the work on the prime contract is completed.

(iii) Contracts, subcontracts, and related documents

The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of three (3) years after all the work on the prime contract is completed.

(iv) Required disclosures and access

(A) Required record disclosure and access to workers

The contractor or subcontractor must make the records required under paragraph (a)(3)(i) through (iii) of this section, and any other documents that the **EPA, recipient, or subrecipient at any tier, and/or contracting agency**, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable [29 CFR 5.1](#), available for inspection, copying, or transcription by authorized representatives of the **TWDB, EPA, recipient, or subrecipient at any tier, and/or contracting agency**, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job

(B) Sanctions for non-compliance with records and worker access requirements

If the contractor or subcontractor fails to submit the required records or to make them available, or refuse to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to [29 CFR 5.12](#). In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine

the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(C) Required information disclosures

Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the Environmental Protection Agency if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the EPA, recipient, or subrecipient at any tier, contracting agency, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

(4) Apprentices and Equal Employment Opportunity

(i) Apprentices

(A) Rate of pay

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(B) Fringe benefits

Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(C) Apprenticeship ratio

The allowable ratio of apprentices to journey workers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to [29 CFR 5.5\(a\)\(4\)\(i\)\(D\)](#). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in [29 CFR 5.5\(a\)\(4\)\(i\)\(A\)](#), must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(D) Reciprocity of ratios and wage rates

Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journey worker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

(ii) Equal employment opportunity

The use of apprentices and journey workers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

(5) Is reserved.

(6) Subcontracts

The contractor or subcontractor must insert in any subcontracts the clauses contained in paragraphs (a)(1) through (11) of this section or a link to the **DBRA Requirements for Contractors and Subcontractors Under EPA Grants** document on EPA's [Contract Provisions for Davis-Bacon and Related Acts](#) webpage, along with the applicable wage determination(s) and such other clauses or contract modifications as the Environmental Protection Agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the Prime Contractor and any Subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier Subcontractors, and may be subject to debarment, as appropriate.

(7) – (9) are reserved.

(10) Certificate of Eligibility

- (i) By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or [§ 5.12\(a\)](#).
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or [§ 5.12\(a\)](#).
- (iii) The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

(11) Anti-Retaliation

It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- (i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);
- (ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);
- (iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or (iv) Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

4. Contract Provision for Contracts in Excess of \$100,000.

For contracts over \$100,000, additional Terms and Conditions apply. The DBRA Requirements for Contracts in Excess of \$100,000 Under EPA Grants document is available on EPA's [Contract Provisions for Davis-Bacon and Related Acts](#) webpage provides the additional requirements provided under [29 CFR 5.5](#). This information is included as follows:

- (b) Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (b)(1) through (5) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by [29](#)

[CFR 5.5\(a\)](#), above or [29 CFR 4.6](#). As used in this paragraph, the terms “laborers and mechanics” include watchmen and guards.

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in [29 CFR 5.5\(b\)\(1\)](#) the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in [29 CFR 5.5\(b\)\(1\)](#), in the sum of \$32 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in [29 CFR 5.5\(b\)\(1\)](#).

(3) Withholding for unpaid wages and liquidated damages.

(i) Withholding process. The subrecipient may, upon its own action, or must upon the request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this [29 CFR 5.5\(b\)](#) on this contract, any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, that is held by the same prime contractor (as defined in [29 CFR 5.2](#)). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

(ii) Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with [29 CFR 5.5\(a\)\(2\)\(i\)](#) or [29 CFR 5.5\(b\)\(3\)\(i\)](#) of this section, or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its procurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A contractor's assignee(s);

(E) A contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

(4) Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in [29 CFR 5.5\(b\)\(1\)](#) through [\(5\)](#) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in [29 CFR 5.5\(b\)\(1\)](#) through [\(5\)](#). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5) Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

(iv) Informing any other person about their rights under CWHSSA or this part.

(c) CWHSSA required records clause. In addition to the clauses contained in [29 CFR 5.5\(b\)](#), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by [29 CFR 5.1](#), the Subrecipient must insert a clause requiring that the contractor or subcontractor must maintain payrolls and basic records during the course of the work and must preserve them for a period of three (3) years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each workers' correct classification(s) of work actually performed, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Subrecipient must insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the EPA, TWDB, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(d) Incorporation of contract clauses and wage determinations by reference. Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.

(e) Incorporation by operation of law. The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by [29 CFR 5.1](#) to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

5. Compliance Verification and Enforcement

(a) Agency responsibilities.

(1)(i) The Federal agency has the initial responsibility to ascertain whether the clauses required by [29 CFR 5.5](#) and the appropriate wage determination(s) have been incorporated into the contracts subject to the labor standards provisions of the laws referenced by [29 CFR 5.1](#). Additionally, a Federal agency that provides Federal financial assistance that is subject to the labor standards provisions of the Act must

promulgate the necessary regulations or procedures to require the recipient or sub-recipient of the Federal assistance to insert in its contracts the provisions of [29 CFR 5.5](#). No payment, advance, grant, loan, or guarantee of funds will be approved by the Federal agency unless it ensures that the clauses required by [29 CFR 5.5](#) and the appropriate wage determination(s) are incorporated into such contracts. Furthermore, no payment, advance, grant, loan, or guarantee of funds will be approved by the Federal agency after the beginning of construction unless there is on file with the Federal agency a certification by the contractor that the contractor and its subcontractors have complied with the provisions of [29 CFR 5.5](#) or unless there is on file with the Federal agency a certification by the contractor that there is a substantial dispute with respect to the required provisions.

(ii) If a contract subject to the labor standards provisions of the applicable statutes referenced by [29 CFR 5.1](#) is entered into without the incorporation of the clauses required by [29 CFR 5.5](#), the agency must, upon the request of the Administrator or upon its own initiative, either terminate and resolicit the contract with the required contract clauses, or incorporate the required clauses into the contract (or ensure they are so incorporated) through supplemental agreement, change order, or any and all authority that may be needed. Where an agency has not entered directly into such a contract but instead has provided Federal financial assistance, the agency must ensure that the recipient or sub-recipient of the Federal assistance similarly incorporates the clauses required into its contracts. The method of incorporation of the correct wage determination, and adjustment in contract price, where appropriate, should be in accordance with applicable law. Additionally, the following requirements apply:

(A) Unless the Administrator directs otherwise, the incorporation of the clauses required by [29 CFR 5.5](#) must be retroactive to the date of contract award or start of construction if there is no award.

(B) If this incorporation occurs as the result of a request from the Administrator, the incorporation must take place within 30 days of the date of that request, unless the agency has obtained an extension from the Administrator.

(C) The contractor must be compensated for any increases in wages resulting from incorporation of a missing contract clause.

(D) If the recipient refuses to incorporate the clauses as required, the agency must make no further payment, advance, grant, loan, or guarantee of funds in connection with the contract until the recipient incorporates the required clauses into its contract, and must promptly refer the dispute to the Administrator for further proceedings under [29 CFR 5.13](#).

(E) Before terminating a contract pursuant to this section, the agency must withhold or cross-withhold sufficient funds to remedy any back wage liability resulting from the failure to incorporate the correct wage determination or otherwise identify and obligate sufficient funds through a termination settlement agreement, bond, or other satisfactory mechanism.

(F) Notwithstanding the requirement to incorporate the contract clauses and correct wage determination within 30 days, the contract clauses and correct wage determination will be effective by operation of law, retroactive to the beginning of construction, in accordance with [29 CFR 5.5\(e\)](#).

(2) (i) Certified payrolls submitted pursuant to [29 CFR 5.5\(a\)\(3\)\(ii\)](#) must be preserved by the Federal agency for a period of three (3) years after all the work on the prime contract is completed, and must be produced at the request of the Department of Labor at any time during the 3-year period, regardless of whether the Department of Labor has initiated an investigation or other compliance action.

(ii) In situations where the Federal agency does not itself maintain certified payrolls required to be submitted pursuant to [29 CFR 5.5\(a\)\(3\)\(ii\)](#), upon the request of the Department of Labor the Federal agency must ensure that such certified payrolls are provided to the Department of Labor. Such certified payrolls may be provided by the applicant, sponsor, owner, or other entity, as the case may be, directly to the Department of Labor, or to the Federal agency which, in turn, must provide those records to the Department of Labor.

(3) The Federal agency will cause such investigations to be made as may be necessary to assure compliance with the labor standards clauses required by [29 CFR 5.5](#) and the applicable statutes referenced in [29 CFR 5.1](#). Investigations will be made of all contracts with such frequency as may be necessary to assure compliance. Such investigations will include interviews with workers, which must be taken in confidence, and examinations of certified payrolls, regular payrolls, and other basic records required to be maintained under [29 CFR 5.5\(a\)\(3\)](#). In making such examinations, particular care must be taken to determine the correctness of classification(s) of work actually performed, and to determine whether there is a disproportionate amount of work by laborers and of apprentices registered in approved programs. Such investigations must also include evidence of fringe benefit plans and payments thereunder. Federal agencies must give priority to complaints of alleged violations.

(4) In accordance with normal operating procedures, the contracting agency may be furnished various investigatory material from the investigation files of the Department of Labor. None of the material, other than computations of back wages, liquidated damages, and monetary relief for violations of [29 CFR 5.5\(a\)\(11\)](#) or [\(b\)\(5\)](#), and the summary of

back wages due, may be disclosed in any manner to anyone other than Federal officials charged with administering the contract or program providing Federal assistance to the contract, without requesting the permission and views of the Department of Labor.

(b) Department of Labor Investigations and other compliance actions.

(1) The Administrator will investigate and conduct other compliance actions as deemed necessary in order to obtain compliance with the labor standards provisions of the applicable statutes referenced by [29 CFR 5.1](#), or to affirm or reject the recommendations by the Agency Head with respect to labor standards matters arising under the statutes referenced by [29 CFR 5.1](#).

(2) Federal agencies, contractors, subcontractors, sponsors, applicants, owners, or other entities, as the case may be, must cooperate with any authorized representative of the Department of Labor in the inspection of records, in interviews with workers, and in all other aspects of the investigations or other compliance actions.

(3) The findings of such an investigation or other compliance action, including amounts found due, may not be altered or reduced without the approval of the Department of Labor.

(4) Where the underpayments disclosed by such an investigation or other compliance action total \$1,000 or more, where there is reason to believe that the contractor or subcontractor has disregarded its obligations to workers or subcontractors, or where liquidated damages may be assessed under CWHSSA, the Department of Labor will furnish the Federal agency an enforcement report detailing the labor standards violations disclosed by the investigation or other compliance action and any action taken by the contractor or subcontractor to correct the violations, including any payment of back wages or any other relief provided workers or remedial actions taken for violations of [29 CFR 5.5\(a\)\(11\)](#) or [\(b\)\(5\)](#). In other circumstances, the Department of Labor will furnish the Federal agency a notification summarizing the findings of the investigation or other compliance action.

(c) Confidentiality requirements. It is the policy of the Department of Labor to protect from disclosure the identity of its confidential sources and to prevent an unwarranted invasion of personal privacy. Accordingly, the identity of a worker or other informant who makes a written or oral statement as a complaint or in the course of an investigation or other compliance action, as well as portions of the statement which would tend to reveal the identity of the informant, will not be disclosed in any manner to anyone other than Federal officials without the prior consent of the informant. Disclosure of such statements is also governed by the provisions of the "Freedom of Information Act" ([5 U.S.C. 552](#), see part 70 of this subtitle) and the "Privacy Act of 1974" ([5 U.S.C. 552a](#), see part 71 of this subtitle).

Option 2 – Applies to Non-Governmental Entities (such as Water Supply Corporations and Private Companies)

1. Applicability of the Davis-Bacon (DB) Prevailing Wage Requirements.

DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a drinking water treatment revolving loan fund. If a subrecipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the subrecipient must discuss the situation with the TWDB before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Owner must obtain proposed wage determinations for specific localities at <https://sam.gov/content/wage-determinations>. After the Owner obtains its proposed wage determination, it must submit the wage determination to the TWDB for approval prior to inserting the wage determination into a solicitation, contract or issuing task orders, work assignments or similar instruments to existing contractors (ordering instruments unless subsequently directed otherwise by the TWDB.)

(b) Owner shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

(i) While the solicitation remains open, the Owner shall monitor <https://sam.gov/content/wage-determinations> on a weekly basis to ensure that the wage determination contained in the solicitation remains current. The recipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the subrecipients may request a finding from the TWDB that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The TWDB will provide a report of its findings to the subrecipient.

(ii) If the Owner does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the TWDB, at the request of the Owner, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The Owner shall monitor <https://sam.gov/content/wage-determinations> on a weekly basis if it does not award the contract within 90 days of closure of the solicitation

to ensure that wage determinations contained in the solicitation remain current.

(c) If the Owner carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing Contractor (ordering instrument) rather than by publishing a solicitation, the Owner shall insert the appropriate DOL wage determination from <https://sam.gov/content/wage-determinations> into the ordering instrument.

(d) Owners shall review all subcontracts subject to DB entered into by prime Contractors to verify that the prime Contractor has required its Subcontractors to include the applicable wage determinations.

(e) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to an Owner's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the Owner has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the Owner shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The Owner's Contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract Provisions.

The subrecipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in [29 CFR 5.1](#), the following clauses:

(1) Minimum wages.

(i) Wage rates and fringe benefits.

All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and

mechanics.

As provided in paragraphs (d) and (e) of this section, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of [29 CFR 5.5\(a\)\(1\)\(v\)](#); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in [29 CFR 5.5\(a\)\(4\)](#). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under [29 CFR 5.5\(a\)\(1\)\(iii\)](#)) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, <https://sam.gov/content/wage-determinations>.

(i) Frequently recurring classifications.

(A) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR Part 1](#), a wage determination may contain, pursuant to [§ 1.3\(f\)](#), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to [29 CFR Part 5.5\(a\)\(1\)\(iii\)](#), provided that:

- (1) The work to be performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
- (2) The classification is utilized in the area by the construction industry; and
- (3) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(B) The Administrator will establish wage rates for such classifications in accordance with [29 CFR 5.5\(a\)\(1\)\(iii\)\(A\)\(3\)](#). Work performed in such

a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

(ii) Conformance.

(A) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

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

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

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

(B) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(C) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Owner(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the Owner(s) to the TWDB. The TWDB will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor via email to DBAconformance@dol.gov, and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the TWDB or will notify the TWDB within the 30-day period that additional time is necessary.

(D) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Owner(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the TWDB will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the TWDB, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the

TWDB or will notify the TWDB within the 30-day period that additional time is necessary.

(E) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under [29 CFR 5.5\(a\)\(1\)\(iii\)\(C\)](#) and [\(D\)](#). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to [29 CFR 5.5\(a\)\(1\)\(iii\)\(C\)](#) and [\(D\)](#) must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

(v) Unfunded plans. If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the Contractor, in accordance with the criteria set forth in [§ 5.28](#), that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(vi) Interest. In the event of a failure to pay all or part of the wages required by the contract, the Contractor will be required to pay interest on any underpayment of wages.

(2) Withholding

(i) Withholding requirements. The Owner(s) may, upon its own action or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor, so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the Prime Contractor or any Subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in [29 CFR 5.5\(a\)](#) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same Prime Contractor (as defined in [§ 5.2](#)). The necessary funds may be withheld from the Contractor under this contract, any other Federal contract with the same Prime Contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same Prime

Contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the Contractor liability for which the funds were withheld. In the event of a Contractor's failure to pay laborers and mechanics, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the Contractor's failure to submit the required records as discussed in [29 CFR 5.5\(a\)\(3\)\(iv\)](#), the EPA may, on its own initiative and after written notice to the Contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(ii) Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with [29 CFR \(a\)\(2\)\(i\)](#) or [\(b\)\(3\)\(i\)](#), or both, over claims to those funds by:

- (A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (B) A contracting agency for its procurement costs;
- (C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (D) A contractor's assignee(s);
- (E) A contractor's successor(s); or
- (F) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

(3) Records and certified Payrolls.

(i) Basic Record requirements.

(A) Length of record retention. All regular payrolls and other basic records must be maintained by the Contractor any Subcontractor during the course of the work and preserved for all laborers and mechanics working at the stie of the work (or otherwise work in construction or development of the project under a development statute) for a period of at least three (3) years after all the work on the prime contract is completed.

(B) Information required. Such records shall contain the name, last known address, Social Security Number, telephone number, and email address of each such worker, each worker's correct classification(s) of work actually performed, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash

equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act), daily and weekly number of hours actually worked in total and on each covered contract, deductions made, and actual wages paid.

(C) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under [29 CFR 5.5\(a\)\(1\)\(v\)](#) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the Contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(D) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

(ii) Certified payroll requirements.

(A) Frequency and method of submission. The Contractor or Subcontractor must submit weekly, for each week in which any DBA-or Related Acts-covered work is performed, certified payrolls to the Owner, that is, the entity that receives the funds from the TWDB. The Prime Contractor is responsible for the submission of all certified payrolls by Subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature (e.g., DocuSign); the system allows the Contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least three (3) years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system. Such documentation shall be available on request of the TWDB or EPA.

(B) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under [29 CFR 5.5\(a\)\(3\)\(i\)\(B\)](#), except that full Social Security Numbers and last known addresses, telephone numbers, and email addresses must not be included on the weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the employee's social security number). The required weekly certified

payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division (WHD) Web site at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf> or its successor site. It is not a violation of this section for a Prime Contractor to require a Subcontractor to provide full Social Security Numbers and last known addresses, telephone numbers, and email addresses to the Prime Contractor for its own records, without weekly submission by the Subcontractor to the TWDB (or the applicant, sponsor, owner, or other entity as the case may be, that maintains such records).

(C) Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the Contractor or Subcontractor or their agent who pays or supervises the payment of the persons working on the contract and must certify the following:

- (1) That the certified payroll for the payroll period contains the information required to be provided under [29 CFR 5.5 \(a\)\(3\)\(ii\)](#), the appropriate information and basic records are being maintained under [29 CFR 5.5 \(a\)\(3\)\(i\)](#), and that such information and records are correct and complete;
- (2) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(D) Use of the Optional Form WH-347. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph [29 CFR 5.5\(a\)\(3\)\(ii\)\(C\)](#).

(E) Signature. The signature by the Contractor, Subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature (e.g DocuSign).

(F) Falsification. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [section 1001 of title 18](#) and [section 3729 of title 31](#) of the United States Code.

(G) Length of certified payroll retention. The Contractor or Subcontractor must preserve all certified payrolls during the course of the work and for a period of three (3) years after all the work on the prime contract is completed.

(iii) Contracts, subcontracts, and related documents. The Contractor or Subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The Contractor or Subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of three (3) years after all the work on the prime contract is completed.

(iv) Required disclosures and access.

(A) Required record disclosures and access to workers. The Contractor or Subcontractor must make the records required under [29 CFR 5.5 \(a\)\(3\)\(i\)](#) through [\(iii\)](#) of this section, and any other documents that the EPA or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by [§ 5.1](#), available for inspection, copying, or transcription by authorized representatives of the TWDB, EPA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(B) Sanctions for non-compliance with records and worker access requirements. If the Contractor or Subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to [29 CFR 5.12](#). In addition, any Contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(C) Required information disclosures. Contractors and Subcontractors must maintain the full Social Security Number and last known address,

telephone number, and email address of each covered worker, and must provide them upon request to the EPA if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the Contractor, Subcontractor, or both, must, upon request, provide the full Social Security Number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the TWDB, EPA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

(4) Apprentices and equal employment opportunity

(i) Apprentices.

(A) Rate of pay. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(B) Fringe benefits. Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(C) Apprenticeship ratio. The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to [29 CFR 5.5\(a\)\(4\)\(i\)\(D\)](#) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in [29 CFR 5.5\(a\)\(4\)\(i\)\(A\)](#) of this section, must be paid not less than the applicable wage rate on the

wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(D) Reciprocity of ratios and wage rates. Where a Contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) applicable within the locality in which construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the Contractor's registered program must be observed.

(ii) Equal employment opportunity. The use of apprentices and journeymen under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and [29 CFR part 30](#).

(5) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of [29 CFR part 3](#), which are incorporated by reference in this contract.

(6) Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clauses contained in [29 CFR 5.5\(a\)\(1\)](#) through [\(11\)](#) along with the applicable wage determination(s) and such other clauses or contract modifications as the EPA determines may by appropriate instructions require, and a clause requiring the Subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The Prime Contractor is responsible for the compliance by any Subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5. In the event of any violations of these clauses, the prime Contractor and any Subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

(7) Contract termination; debarment. A breach of the contract clauses in [29 CFR 5.5](#) may be grounds for termination of the contract, and for debarment as a Contractor and a Subcontractor as provided in [29 CFR 5.12](#).

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in [29 CFR parts 1, 3, and 5](#) are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in [29 CFR parts 5, 6, and 7](#). Disputes within the meaning of this clause include

disputes between the contractor (or any of its subcontractors) and Owner(s), TWDB, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the Contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or [29 CFR 5.12\(a\)](#).

(ii) No part of this contract shall be Subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or [29 CFR 5.12\(a\)](#).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, [18 U.S.C. 1001](#)

(11) Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any Contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

(iv) Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

4. Contract Provision for Contracts in Excess of \$100,000

(b) Contract Work Hours and Safety Standards Act. The Owner shall insert the following clauses set forth in paragraphs (b)(1) through (5) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by [29 CFR 5.5\(a\)](#) or [29 CFR 4.6](#). As used in this paragraph, the terms "laborers and mechanics" include watchmen and guards.

(1) Overtime requirements. No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or

mechanic in any workweek in which they are employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in [29 CFR 5.5\(b\)\(1\)](#) the Contractor and any Subcontractor responsible therefore shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such Contractor and Subcontractor shall be liable to the United States, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in [29 CFR 5.5\(b\)\(1\)](#), in the sum of \$32 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in [29 CFR 5.5\(b\)\(1\)](#).

(3) Withholding for unpaid wages and liquidated damages.

(ii) Withholding process. The Owner may, upon its own action, or must upon the request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the Prime Contractor or any Subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in [29 CFR 5.5\(b\)](#), any other Federal contract with the same Prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, that is held by the same Prime Contractor (as defined in [29 CFR 5.2](#)). The necessary funds may be withheld from the Contractor under this contract, any other Federal contract with the same Prime Contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

(ii) Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with [29 CFR 5.5\(a\)\(2\)\(i\)](#) or [29 CFR 5.5\(b\)\(3\)\(i\)](#) of this section, or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its procurement costs.

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate.

(D) A contractor's assignee(s).

(E) A contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

(4) Subcontracts. The Contractor or Subcontractor must insert in any subcontracts the clauses set forth in [29 CFR 5.5\(b\)\(1\)](#) through [\(5\)](#) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in [29 CFR 5.5\(b\)\(1\)](#) through [\(5\)](#). In the event of any violations of these clauses, the Prime Contractor and any Subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5) Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part.

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part.

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

(iv) Informing any other person about their rights under CWHSSA or this part.

(c) CWHSSA required records clause. In addition to the clauses contained in [29 CFR 5.5\(b\)](#), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by [29 CFR 5.1](#), the Owner must insert a clause requiring that the Contractor or Subcontractor must maintain payrolls and basic records during the course of the work and must preserve them for a period of three (3) years after all the

work on the Prime Contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and Social Security Number of each such worker; each workers' correct classification(s) of work actually performed, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Owner must insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the Contractor or Subcontractor for inspection, copying, or transcription by authorized representatives of the EPA, TWDB, and the Department of Labor, and the Contractor or Subcontractor will permit such representatives to interview employees during working hours on the job.

(d) Incorporation of contract clauses and wage determinations by reference. Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and Contractors and Subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.

(e) Incorporation by operation of law. The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by [29 CFR 5.1](#) to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

5. Compliance Verification and Enforcement

(a) Agency responsibilities.

(1)(i) The Federal agency has the initial responsibility to ascertain whether the clauses required by [29 CFR 5.5](#) and the appropriate wage determination(s) have been incorporated into the contracts subject to the labor standards provisions of the laws referenced by [29 CFR 5.1](#). Additionally, a Federal agency that provides Federal financial assistance that is subject to the labor standards provisions of the Act must promulgate the necessary regulations or procedures to require the recipient or sub-recipient of the Federal assistance to insert in its contracts the provisions of [29 CFR 5.5](#). No payment, advance, grant, loan, or guarantee of funds will be approved by the Federal agency unless it ensures that the clauses required by [29 CFR 5.5](#) and the appropriate wage determination(s) are incorporated into such contracts. Furthermore,

no payment, advance, grant, loan, or guarantee of funds will be approved by the Federal agency after the beginning of construction unless there is on file with the Federal agency a certification by the contractor that the contractor and its subcontractors have complied with the provisions of [29 CFR 5.5](#) or unless there is on file with the Federal agency a certification by the contractor that there is a substantial dispute with respect to the required provisions.

(ii) If a contract subject to the labor standards provisions of the applicable statutes referenced by [29 CFR 5.1](#) is entered into without the incorporation of the clauses required by [29 CFR 5.5](#), the agency must, upon the request of the Administrator or upon its own initiative, either terminate and resolicit the contract with the required contract clauses, or incorporate the required clauses into the contract (or ensure they are so incorporated) through supplemental agreement, change order, or any and all authority that may be needed. Where an agency has not entered directly into such a contract but instead has provided Federal financial assistance, the agency must ensure that the recipient or sub-recipient of the Federal assistance similarly incorporates the clauses required into its contracts. The method of incorporation of the correct wage determination, and adjustment in contract price, where appropriate, should be in accordance with applicable law. Additionally, the following requirements apply:

(A) Unless the Administrator directs otherwise, the incorporation of the clauses required by [29 CFR 5.5](#) must be retroactive to the date of contract award or start of construction if there is no award.

(B) If this incorporation occurs as the result of a request from the Administrator, the incorporation must take place within 30 days of the date of that request, unless the agency has obtained an extension from the Administrator.

(C) The contractor must be compensated for any increases in wages resulting from the incorporation of a missing contract clause.

(D) If the recipient refuses to incorporate the clauses as required, the agency must make no further payment, advance, grant, loan, or guarantee of funds in connection with the contract until the recipient incorporates the required clauses into its contract, and must promptly refer the dispute to the Administrator for further proceedings under [29 CFR 5.13](#).

(E) Before terminating a contract pursuant to this section, the agency must withhold or cross-withhold sufficient funds to remedy any back wage liability resulting from the failure to incorporate the correct wage determination or otherwise identify and obligate sufficient funds through a termination settlement agreement, bond, or other satisfactory mechanism.

(F) Notwithstanding the requirement to incorporate the contract clauses and correct wage determination within 30 days, the contract clauses and correct wage determination will be effective by operation of law, retroactive to the beginning of construction, in accordance with [29 CFR 5.5\(e\)](#).

(2) (i) Certified payrolls submitted pursuant to [29 CFR 5.5\(a\)\(3\)\(ii\)](#) must be preserved by the Federal agency for a period of three (3) years after all the work on the prime contract is completed, and must be produced at the request of the Department of Labor at any time during the 3-year period, regardless of whether the Department of Labor has initiated an investigation or other compliance action.

(ii) In situations where the Federal agency does not itself maintain certified payrolls required to be submitted pursuant to [29 CFR 5.5\(a\)\(3\)\(ii\)](#), upon the request of the Department of Labor the Federal agency must ensure that such certified payrolls are provided to the Department of Labor. Such certified payrolls may be provided by the applicant, sponsor, owner, or other entity, as the case may be, directly to the Department of Labor, or to the Federal agency which, in turn, must provide those records to the Department of Labor.

(3) The Federal agency will cause such investigations to be made as may be necessary to assure compliance with the labor standards clauses required by [29 CFR 5.5](#) and the applicable statutes referenced in [29 CFR 5.1](#). Investigations will be made of all contracts with such frequency as may be necessary to assure compliance. Such investigations will include interviews with workers, which must be taken in confidence, and examinations of certified payrolls, regular payrolls, and other basic records required to be maintained under [29 CFR 5.5\(a\)\(3\)](#). In making such examinations, particular care must be taken to determine the correctness of classification(s) of work actually performed, and to determine whether there is a disproportionate amount of work by laborers and of apprentices registered in approved programs. Such investigations must also include evidence of fringe benefit plans and payments thereunder. Federal agencies must give priority to complaints of alleged violations.

(4) In accordance with normal operating procedures, the contracting agency may be furnished various investigatory material from the investigation files of the Department of Labor. None of the material, other than computations of back wages, liquidated damages, and monetary relief for violations of [29 CFR 5.5\(a\)\(11\)](#) or [\(b\)\(5\)](#), and the summary of back wages due, may be disclosed in any manner to anyone other than Federal officials charged with administering the contract or program providing Federal assistance to the contract, without requesting the permission and views of the Department of Labor.

(b) Department of Labor Investigations and other compliance actions.

(5) The Administrator will investigate and conduct other compliance actions as deemed necessary in order to obtain compliance with the labor standards provisions of the applicable statutes referenced by [29 CFR 5.1](#), or to affirm or reject the recommendations by the Agency Head with respect to labor standards matters arising under the statutes referenced by [29 CFR 5.1](#).

(6) Federal agencies, contractors, subcontractors, sponsors, applicants, owners, or other entities, as the case may be, must cooperate with any authorized representative of the Department of Labor in the inspection of records, in interviews with workers, and in all other aspects of the investigations or other compliance actions.

(7) The findings of such an investigation or other compliance action, including amounts found due, may not be altered or reduced without the approval of the Department of Labor.

(8) Where the underpayments disclosed by such an investigation or other compliance action total \$1,000 or more, where there is reason to believe that the contractor or subcontractor has disregarded its obligations to workers or subcontractors, or where liquidated damages may be assessed under CWHSSA, the Department of Labor will furnish the Federal agency an enforcement report detailing the labor standards violations disclosed by the investigation or other compliance action and any action taken by the contractor or subcontractor to correct the violations, including any payment of back wages or any other relief provided workers or remedial actions taken for violations of [29 CFR 5.5\(a\)\(11\)](#) or [\(b\)\(5\)](#). In other circumstances, the Department of Labor will furnish the Federal agency a notification summarizing the findings of the investigation or other compliance action.

(c) Confidentiality requirements. It is the policy of the Department of Labor to protect from disclosure the identity of its confidential sources and to prevent an unwarranted invasion of personal privacy. Accordingly, the identity of a worker or other informant who makes a written or oral statement as a complaint or in the course of an investigation or other compliance action, as well as portions of the statement which would tend to reveal the identity of the informant, will not be disclosed in any manner to anyone other than Federal officials without the prior consent of the informant. Disclosure of such statements is also governed by the provisions of the "Freedom of Information Act" ([5 U.S.C. 552](#), see part 70 of this subtitle) and the "Privacy Act of 1974" ([5 U.S.C. 552a](#), see part 71 of this subtitle).

11. Payments

(a) Progress Payments:

i. The Contractor shall prepare their requisition for progress payment as of the last day of the payment month and submit it, with the required number of copies, to the Owner/Consulting Engineer for review. Except as provided in Paragraph (iii) of this subsection, the amount of the payment due to the Contractor shall be determined by:

- Adding to the total value of work completed to date,
- The value of materials properly stored on the site, and
- Deducting (1) five percent (5%) minimum of the total amount, as a retainage and (2) the amount of all previous payments.

The total value of work completed to date shall be based on the actual or estimated quantities of work completed and on the unit, prices contained in the agreement (or cost breakdown approved pursuant to Section 7.b relating to lump sum bids) and adjusted by approved Change Orders. The value of materials properly stored on the site shall be based upon the estimated quantities of such materials and the invoices prices.

Copies of all invoices shall be available for inspection by the TWDB Project Engineer/Reviewer.

ii. The Contractor shall be responsible for the care and protection of all materials and work upon which payments have been made until final acceptance of such work and materials by the Owner. Such payments shall not constitute a waiver of the right of the Owner to require the fulfillment of all terms of the contract and the delivery of all improvements embraced in the contract complete and satisfactory to the Owner in all details.

iii. Only one of the following clauses applies:

- This clause applies to contracts when the Owner is a District or Authority. The retainage shall be ten (10%) percent minimum of the amount otherwise due until at least fifty (50%) of the work has been completed. After the project is fifty (50%) percent completed, and if the District or Authority's Board finds that satisfactory progress is being made, then the District may authorize any of the remaining progress payments to be made in full. The District is not obligated to pay interest earned on the first 50% of work completed (Texas Water Code Sec. 49.276(d)).
- This clause applies to contracts when the Owner is a Public Entity (i.e., not a District and not an Authority). The five (5%) percent retainage of the progress payments due to the Contractor may not be reduced until the building of the project is substantially complete and a reduction in the retainage has been authorized by the TWDB.

(b) Withholding Payments.

The Owner may withhold from any payment otherwise due to the Contractor so much as may be necessary to protect the Owner, and if so elects, the Owner may also withhold any amounts due from the Contractor to any Subcontractors or material dealers for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the Owner and will not require the Owner to determine or adjust any claims or disputes between the Contractor and Subcontractors or material dealers, or to withhold any monies for their protection unless the Owner elects to do so.

The failure or refusal of the Owner to withhold any monies from the Contractor shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this contract.

(c) Payments Subject to Submission of Certificates.

Each payment to the Contractor by the Owner shall be made subject to submission by the Contractor of all written certifications required of the Subcontractors by general and special conditions pertaining to this contract.

(d) Final Payment.

i. Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract or as a termination settlement under this contract the Contractor shall execute and deliver to the Owner a release of all claims against the Owner arising under, or by virtue of, this contract, except claims which are specifically exempted by the Contractor to be set forth therein. Unless otherwise provided in this contract, by State law or otherwise expressly agreed to by the parties to this contract, final payment under this contract or settlement upon termination of this contract shall not constitute a waiver of the Owner's claims against the Contractor or his sureties under this contract or applicable performance and payment bonds.

ii. After final inspection and acceptance by the Owner of all work under the Contract, the Contractor shall prepare his requisition for final payment which shall be based upon the carefully measured or computed quantity of each item of work at the applicable unit prices stipulated in the Agreement or cost breakdown (if lump sum), as adjusted by approved Change Orders. The total amount of the final payment due to the Contractor under this contract shall be the amount computed as described above less all previous payments.

iii. The retainage and its interest earnings, if any, shall not be paid to the Contractor until the TWDB has authorized a reduction in, or release of, retainage on the contract work. (See Section 19, Close-Out Procedures.)

iv. Withholding of any amount due to the Owner, under general and/or special conditions regarding "Liquidated Damages," shall be deducted from the final payment due the Contractor.

12. Equal Employment Opportunity and Affirmative Action

This provision applies to Clean Water State Revolving Fund Program projects and Drinking Water Revolving Fund Program projects where the contract agreement is for more than \$10,000.

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

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex (including pregnancy), sexual orientation, gender identity, national origin, age (40 or older), disability, or genetic information. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (5) The Contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the notice which contains the applicable goals set for minority and female participation and which is set forth in the solicitations from which this contract resulted.

13. Archeological Discoveries and Cultural Resources

No activity which may affect properties listed or properties eligible for listing in the National Register of Historic Places or eligible for designation as a State Archeological Landmark is authorized until the Owner has complied with the provisions of the National Historic Preservation Act and the Antiquities Code of Texas.

The Owner has previously coordinated with the appropriate agencies and impacts to known cultural or archeological deposits have been avoided or mitigated. However, the Contractor may encounter unanticipated cultural or archeological deposits during construction.

If archeological sites or historic structures which may qualify for designation as a State Archeological Landmark according to the criteria in 13 TAC Chapter 26, or that may be eligible for listing on the National Register of Historic Places in accordance with 36 CFR Part 800, are discovered after construction operations are begun, the Contractor shall immediately cease operations in that particular area and notify the Owner, the TWDB, and the Texas Historical Commission, P.O. Box 12276, Capitol Station, Austin, Texas 78711-2276.

The Contractor must take reasonable steps to protect and preserve the discoveries until they have been inspected by the Owner's representative and the TWDB. The Owner will promptly coordinate with the State Historic Preservation Officer, the Texas Historical Commission, and any other appropriate agencies to obtain any necessary approvals or permits to enable the work to continue. The Contractor must not resume work in the area of the discovery until authorized to do so by the Owner.

14. Threatened and Endangered Species

No activity is authorized that is likely to jeopardize the continued existence of a threatened or endangered species as listed or proposed for listing under the Federal Endangered Species Act (ESA), or the State of Texas Parks and Wildlife Code on threatened, endangered, or state-listed species, or to destroy or adversely modify the habitat of such species.

If a threatened, endangered, or state-listed species is encountered during construction, the Contractor must immediately cease work in the area of the encounter, avoid disturbance of the animal or plant, and notify the TWDB and the Owner, who will immediately implement actions in accordance with the ESA and applicable State statutes. These actions must include reporting the encounter to the TWDB, the U. S. Fish and Wildlife Service, and the Texas Parks and Wildlife Department, obtaining any necessary approvals or permits to enable the work to continue, and implementing other mitigation actions as directed. The Contractor must not resume construction in the area of the encounter until authorized to do so by the Owner.

15. Hazardous Materials

Materials utilized in the project must be free of any hazardous materials, except as may be specifically provided for in the specifications.

If the Contractor encounters existing hazardous material on sites owned or controlled by the Owner or in material sources that are suspected by visual observation or smell to contain hazardous materials, the Contractor must immediately cease work in the area of the encounter, take steps needed to prevent contact with the materials, and notify the Consulting Engineer and the Owner who will immediately notify TWDB and appropriate authorities, depending on the circumstances, such as local emergency responders, the Texas Commission on Environmental Quality (TCEQ), The U.S. Environmental Protection Agency (EPA), and others.

Unless otherwise directed by appropriate authorities, the Owner will be responsible for the testing for and removal or disposal of hazardous materials on sites owned or controlled by the Owner and may suspend the work in the area of the encounter, wholly or in part during the testing, removal or disposal operations.

Funding from the TWDB must not be used for sampling, testing, removing, or disposing of contaminated soils or media at the project site, except for an LSLR project or associated activity directly connected to the identification, planning, design, and replacement of lead service lines. The Obligations within the contract must include an environmental indemnification provision wherein the Owner/Applicant agrees, and agrees to cause its construction contractors, to indemnify, hold harmless and protect the TWDB from any and all claims, causes of action, or damages arising from activities performed during the project funded by TWDB, including their officials and employees, in connection with the project, to the extent permitted by law

16. Changes

*Provisions identified with an asterisk below are consistent with Local Government Code 271.060. Counties and Municipalities may modify the identified provisions, when applicable, to conform to Local Government Code 262.031 (Counties) or 252.048 (Municipalities).

- (a) The Owner may at any time, without notice to any surety, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including but not limited to changes:
 - i. In the specifications (including drawings and designs);
 - ii. In the time, method or manner of performance of the work.
 - iii. To decrease or increase the quantity of work to be performed or materials, equipment or supplies to be furnished.
- (b) *The total price of a contract may not be increased by a change order unless provision has been made for the payment of the added cost by the appropriation of current funds or bond funds for that purpose, by the authorization of the issuance of certificates, or by a combination of those procedures.
- (c) *A contract with an original contract price of \$1 million or more may not be increased by more than 25 percent. If a change order for a contract with an original contract price of less than \$1 million increases the contract amount to \$1 million or more, subsequent change orders may not increase the revised contract amount by more than 25 percent.
- (d) *A governing body may grant authority to an official or employee responsible for purchasing or for administering a contract to approve a change order that involves an increase or decrease of \$50,000 or less.

- (e) Changes that involve an increase in price will be supported by documentation of the cost components. For projects funded through the EDAP program, or with grant proceeds, TWDB staff may request this information to be provided in a format equivalent to the Cost and Pricing Information form (No. WRD-277).
- (f) Any change orders involving a change in the project requiring a relocation of project components, sizing, or process may require additional environmental approval. A map and description of the proposed changes should be sent to the TWDB Environmental Reviewer for coordination and approval as soon as possible to avoid any delay.

17. Operation and Maintenance Manuals and Training

- (a) The Contractor shall obtain installation, operation, and maintenance manuals from manufacturers and suppliers for equipment furnished under the contract. The Contractor must submit an electronic copy (e.g., PDF) with bookmarks of each complete manual to the Owner's Consulting Engineer within 90 days after approval of shop drawings, product data, and samples, and not later than the date of shipment of each item of equipment to the project site or storage location. One (1) hard copy, with divider tabs in a binder, must be submitted to the Owner's Consulting Engineer upon request.
- (b) The Owner shall require their Consulting Engineer to promptly review each manual submitted, noting necessary corrections and revisions. If the Owner's Consulting Engineer rejects the manual, the Contractor must correct and resubmit the manual until it is acceptable to Consulting Engineer as being in conformance with the design concept of the project and for compliance with information given in the Contract Documents. Owner may assess the Contractor a charge for reviews of the same items in excess of two (2) times. Such procedures shall not be considered cause for delay.
- (c) Acceptance of the manuals by Owner's Consulting Engineer does not relieve Contractor of any requirements on terms of Contract.
- (d) The Contractor shall provide the services of trained, qualified technicians to check final equipment installation, to assist as required in placing same in operation, and to instruct operating personnel in the proper manner of performing routine operation and maintenance of the equipment.
- (e) Operations and maintenance manuals specified hereinafter are in addition to any operation, maintenance, or installation instructions required by the Contractor to install, test, and start-up the equipment. Each manual is to be bound in a folder and labeled to identify the contents and project to which it applies. The manual shall contain the following applicable items:
 - i. A listing of the manufacturer's identification, including order number, model, serial number, and location of parts and service centers.
 - ii. A list of recommended stock of parts, including part number and quantity.

- iii. Complete replacement parts list.
- iv. Performance data and rating tables.
- v. Specific instructions for installation, operation, adjustment, and maintenance.
- vi. Exploded view drawings for major equipment items.
- vii. Lubrication requirements.
- viii. Complete equipment wiring diagrams and control schematics with terminal identification.

18. As-Built Dimensions and Record Drawings

- (a) The Contractor shall make appropriate daily measurements of facilities constructed and keep accurate records of location (horizontal and vertical) of all facilities.
- (b) Upon completion of each facility, the Contractor shall furnish the Owner with one (1) set of full-size direct prints, marked with red pencil, to show as-built dimensions and locations of all work constructed (Record Drawings) and one (1) full-size electronic set of these drawings (e.g., PDF). As a minimum, the Record Drawings shall include the following:
 - i. Horizontal and vertical locations of work.
 - ii. Changes in equipment and dimensions due to substitutions.
 - iii. "Nameplate" data on all installed equipment.
 - iv. Deletions, additions, and changes to scope of work.
 - v. Any other changes made.

19. Close-Out Procedures

To close-out the construction contract and release final retainage, the following steps must be completed:

- (a) TWDB Staff must conduct a construction contract Final Site Visit (FSV) and issue a FSV Report.
- (b) The following submittals must be received, reviewed, and accepted by the TWDB:
 - i. The final change order, adjustment of quantities, or a statement that all change orders have previously been submitted and there will be no more change orders.
 - ii. The final pay request from the Contractor.
 - iii. An affidavit by the Contractor that all bills have been paid.

- iv. Certification by the Consulting Engineer that the work has been completed and was constructed in accordance with the approved plans and specifications and sound engineering principles and construction practices;
 - v. Certification by the Owner that the work has been completed and was constructed in accordance with the approved plans and specifications.
 - vi. Acceptance of the project by the Owner in the form of a written resolution, or other formal action.
 - vii. A warranty statement from the Consulting Engineer with a duration of at least 12 months from the date of the project's completion is required; and the warranty's start date specified;
 - viii. The Owner's Final AIS Certification (TWDB-1106-C).
 - ix. Confirmation that the Owner has received the Record Drawings from the Contractor; and
 - x. If CWSRF or DWSRF funds were used by the entity to prepare a Fiscal Sustainability Plan (FSP) or an Asset Management Plan (AMP), then the Owner must submit a copy of the applicable plan.
- (c) Once items (a) and (b) have been completed, the TWDB will be able to issue a Certificate of Approval, which will then allow the release of the construction contract's retainage.

20. Additional Forms and Guidance:

The forms and guidance documents, mentioned throughout this guidance and below, are available at the following TWDB website:

<http://www.twdb.texas.gov/financial/instructions/index.asp>

Search by either the document number or name.

Forms:

- Contractor's act of Assurance (ED-103)
- Contractor's Resolution on Authorized Representative (ED-104)
- Vendor Compliance with Reciprocity on Non-Resident Bidders (TWDB-0459)
- Bidder's Certification - EEO (WRD-255)
- Monthly American Iron and Steel Certificate (TWDB-1106-A)
- American Iron and Steel (AIS) De Minimis Log (TWDB-1106-B)
- Final AIS Certification by Owner (TWDB-1106-C)
- Monthly Davis Bacon Wage Rate Certificate of Compliance Submittal by Owner (Sub- Recipient) (DB-0154)

Guidance Documents:

- CWSRF Guidance Manual (TWDB-0100)
- DWSRF Guidance Manual (TWDB-0115)
- Requirements for American Iron and Steel (AIS) Guidance (TWDB-1106)
- Guidance on Davis-Bacon Wage Rate Requirements for State Revolving Fund Projects (DB-0156)

New Braunfels Utility

CCTV TESTING SPECIFICATIONS

**Item No. 315
CCTV Inspection****315.1 Description**

- A. This item shall govern the construction, labor, materials, equipment and associated appurtenances for cleaning sanitary sewer mains in preparation for rehabilitation. Cleaning shall remove debris and foreign materials from the mains and manholes in preparation for television inspection of sewer mains.
- B. Provide all television equipment, technical assistance, labor, tools and associated incidentals and appurtenances required to internally inspect the existing sewer mains and new sewer mains shown on the Drawings. Verify the mains are properly cleaned in preparation of inspection and/or rehabilitation. Locate service laterals and identify pipeline segments that require repair prior to the slip lining, pipe bursting or CIPP installation. The internal TV inspection shall also document the post rehabilitation status of the pipe for comparison and total acceptance of Work done. The video must show an inclinometer and the slope of the pipe. After cleaning, visually inspect the main sections by means of a closed-circuit television. Inspect one line section between manholes at a time, during which the sewer flow in that line section is properly controlled according to the flow control requirements of this Section.
- C. Provide control of sewer flow in conjunction with cleaning of sewer mains, and installation of replacement lines. Sewer flow diversion shall not cause surcharging or damage to public or private property. The sewer flow shall be plugged at an upstream manhole for the section of sewer line that is to be rehabilitated (by sliplining, cured in place pipe, or pipe bursting, etc.), for both installation and televised post installation inspection. Provide notification to property owners and tenants on flow control lines a minimum of 48 hours prior to institution of flow control measures.

315.2 Submittals

The submittal requirements of this specification item must include:

- A. Television inspection logs in paper and digital format.
- B. Digital format video of television inspection with an inclinometer visible on the video which notes the slope of inspected pipe.
- C. A graphed report of the inclinometer data gathered for each of the pipe segments.
- D. PACP Report and Top View Report and CD / DVD disks of CCTV completed.
- E. Flow Control Plan.
 - 1. Listing of safety precautions and traffic control measures.
 - 2. Certification that staff to be used for the Work are properly trained in confined space entry and hazardous environments.

315.3 Quality Assurance

- A. Equipment used shall be in good working order and provide continuous operation during TV/video inspection.

- B. CD / DVD disks shall be of good visual quality capable of slow motion and pausing without significant reduction of visual quality.
- C. Inspector(s) must be NASSCO / PACP certified and certification number submitted to NBU prior to commencement of work.
- D. Video image shall be calibrated using a Marconi Resolution Chart No. 1 or equivalent.

315.4 Equipment and Supplies

Cleaning Equipment

- A. Selection of cleaning equipment and method of cleaning must be based on the condition of the sewer mains at the time Work commences and is subject to the Owner's representative's approval. Operation of all cleaning equipment and devices shall be by personnel experienced in the use of such equipment. Owner may require the Contractor to demonstrate the performance capabilities of the proposed cleaning equipment. If the cleaning equipment does not give the desired results required by the Owner, Contractor shall use different equipment that does provide the desired results. More than one type of equipment/attachments may be required at any particular location.

Television Camera

- A. Camera used shall be 360-degree COLOR RVC camera. The television camera used for inspection must be specifically designed and constructed for internal inspection of sanitary sewer pipe with partial liquid flow through it. Lighting for the camera must allow a clear picture of the entire periphery of the pipe above the existing flow. The camera will operate in 100% humidity conditions. The camera, television monitor, and other components of the video system shall produce a picture quality satisfactory to NBU and, if unsatisfactory, equipment shall be removed and replaced with satisfactory equipment.

Video Recording Equipment

- A. Furnish video equipment to provide a visual and audio recording of all areas in the pipe. Video recording system at the site shall be capable of rewind, play back, slow motion and stop motion. The video shall be recorded on a DVD or equal portable storage device whose format is compatible with the latest version of Microsoft Windows. Also, an audio channel for clearly recording the camera locations and operator observations (cracks, leaks, service connections, etc.). The system shall continuously indicate distance, in feet, from manhole to manhole and the manhole-to-manhole run numbers on the video recording.

Communication Equipment

- A. When manually operated winches are used to pull the television camera through the main, set up two-way radio or other suitable means of communication between the two manholes of the line section being inspected to ensure good communications between members of the crew.

Power Supply

- A. Power supply shall be continuous. If night operations occur, supply all labor, power and lighting equipment for operations, traffic safety, permits, etc.

Methods of Flow Control

- A. Furnish temporary plugs as required to provide for diversion of flows and temporary isolation of sanitary sewer sections during rehabilitation. The plugs must be designed so all or any portion of the sewer flow can be released at any time. Insert a plug into the upstream manhole of the line section being worked. A plug in the downstream manhole may be required to prevent any backflow.
- B. Furnish bypass pumping equipment as required to provide for diversion of flows and temporary isolation of sanitary sewer sections during rehabilitation. When total bypassing and pumping are required, supply the pumps, conduits, and other equipment to divert the flow of sewer around the line section where rehabilitation work is to be performed. Begin the flow diversion at the upstream manhole. Divert flow to the downstream manhole of the line section being worked. The total bypass system must have sufficient capacity to handle peak flow during a wet weather event. Contractor is responsible for furnishing the necessary labor and supervision to set up and operate the pumping and bypassing. If pumping is required on a 24-hour basis or outside of specified normal work hours, use engines with Hospital Rated noise suppression equipment. A comprehensive bypass pumping plan shall be submitted by the Contractor as required in Paragraph 315.2.E.

315.5 Materials

Cleaning Materials

- A. Use only the type of cleaning material which will not create hazards to health or property or affect treatment plant processes.

315.6 Construction Methods

Cleaning

- A. General:
 - 1. All materials, equipment, and personnel necessary to complete the cleaning of the sanitary sewer main and manholes must be present on the Site prior to isolating the sewer manhole or line segment and beginning the cleaning process.
 - 2. Clean the sewer lines from upstream to downstream, manhole to manhole. Remove dirt, grease, rocks, sand, roots and other materials and obstructions from the sewer lines and manholes or junction boxes. Dispose of removed materials in accordance with applicable federal, state, and local rules and regulations. It is the sole responsibility of the Contractor to secure a licensed legal dump site for the disposal of this material. Under no circumstances shall sewage or solids removed from the main or manhole be dumped onto streets or into ditches, catch basins, storm drains, or sanitary sewers. The cleaning shall leave the interior pipeline suitable for adequate television inspection and installation of replacement materials as applicable for the Project. Multiple passes and different equipment may be required. TV Inspection shall be used to verify acceptable completion of the cleaning.
 - 3. Satisfactory precautions shall be taken to protect the sanitary sewer mains and manholes from damage that might be inflicted by the improper use of the cleaning process or equipment.

4. Any damages done to a sewer main and/or structure by the Contractor shall be repaired by the Contractor at no additional cost and to the satisfaction of the Owner.
5. Cleaning shall also include the manhole wall and junction box wall by high pressure water jet.
6. Contractor may be required to demonstrate the performance capabilities of the cleaning equipment proposed for use on the Project.
 - a. If the results obtained by the proposed sanitary sewer cleaning equipment are not satisfactory, Contractor shall use different equipment and/or attachments, as required, to meet the requirements of the Contract Documents.
 - b. More than one type of equipment/attachments may be required at a location.
7. When hydraulic or high velocity cleaning equipment is used, a suitable sand trap, weir, dam, or suction shall be constructed in the downstream manhole in such a manner that all the solids and debris are trapped for removal.
8. Whenever hydraulically-propelled cleaning tools which depend upon water pressure to provide their cleaning force, or any tool which retard the flow of water in the sanitary sewer lines are used, precautions shall be taken to ensure that the water pressure created does not cause any damage or surcharging to public or private property being served by the manhole section involved.
9. Any damage of property, as a result of surcharging, shall be the liability and responsibility of the Contractor.
10. The flow present in the sanitary sewer main shall be utilized to provide necessary fluid for hydraulic cleaning devices whenever possible.
11. When additional quantities of water from fire hydrants are necessary to avoid delay in normal working procedures, the water shall be conserved and not used unnecessarily.
 - a. No fire hydrant shall be obstructed or used when there is a fire in the area.
 - b. It is the responsibility of the Contractor to obtain the fire hydrant, water meter and all related charges for the set-up, including the water usage bills from respective water purveyor agency.
 - c. All expenses shall be considered incidental to the cleaning of the existing sanitary sewer mains.

B. New Mains:

1. All mains and manholes should be clean of debris prior to televising. The sanitary sewer main shall be flushed within 72 hours of televising and recording. This will assure the main is clean of debris as well as identify any potential sags within the main.
2. All sanitary sewer gravity lines shall be CCTV'd at the Contractor's expense; and a video recording of the subject mains provided prior to preliminary acceptance and at the 1-year warranty inspection by NBU. Televiewing may only occur after the stabilized subgrade has been installed and satisfactory density tests have been submitted to the City of New Braunfels. An NBU authorized representative must be present during the

televiewing, unless otherwise approved by NBU. The sewer video inspection shall include rotating the camera lens to inspect the interior of each sewer lateral.

C. Existing Mains:

1. Recommended Cleaning

Purpose of Inspection	Recommended Cleaning
To determine the serviceability of the pipe, e.g. is the pipe silting up	Do not clean prior to CCTV inspection only clean if the camera cannot travel through the pipeline.
Inspection of structurally suspect pipelines	Do not clean prior to CCTV inspection. Cleaning may damage the pipeline.
To identify the general structural condition of the pipeline. Identification of small severity faults is not a concern.	Light cleaning to remove slime and spider webs.
To identify all faults in the pipeline, including small severity faults, e.g. in order to determine whether the pipeline is suitable of grouting.	Full cleaning of the pipeline to remove all foreign material.

D. Methods:

1. Hydraulic Cleaning:

- a. Hydraulic-propelled devices which require a head of water to operate must utilize a collapsible dam.
- b. The dam must be easily collapsible to prevent damage to the sewer main, property, etc.
- c. When using hydraulically-propelled devices, precautions shall be taken to ensure that the water pressure created does not cause damage or flood public or private property.
- d. Do not increase the hydraulic gradient of the sanitary sewers beyond the elevation that could cause overflow of sewage into area waterways or laterals.
- e. The flow present in the sanitary sewer main shall be utilized to provide necessary fluid for hydraulic cleaning devices whenever possible.

2. High-Velocity Cleaning:

- a. Cleaning equipment that uses a high velocity water jet for removing debris shall be capable of producing a minimum volume of 50 gpm, with a pressure of 1500 psi for the sanitary sewer line and 3500 psi for the (manhole) structure at the pump.
- b. Any variations to this pumping rate must be approved, in advance, by the Owner.
- c. To prevent damage to older sewer mains and property, a pressure less than 1500 psi can be used.

- d. A working pressure gauge shall be used on the discharge of all high-pressure water pumps.
- e. For sewers 18 inches and larger in diameter, in addition to conventional nozzles, use a nozzle which directs the cleaning force to the bottom of the pipe.
- f. Operate the equipment so that the pressurized nozzle continues to move at all times.
- g. The pressurized nozzle shall be turned off or reduced anytime the hose is on hold or delayed in order to prevent damage to the line.

3. Mechanical Cleaning:

- a. Mechanical cleaning, in addition to normal cleaning when required, shall be with approved equipment and accessories driven by power winching devices.
- b. Submit the equipment manufacturer's operational manual and guidelines to the Owner, which shall be strictly followed unless modified by the Owner.
- c. All equipment and devices shall be operated by experienced operators so that they do not damage the pipe in the process of cleaning.
- d. Buckets, scrapers, scooters, porcupines, kites, heavy duty brushes, and other debris-removing equipment/accessories shall be used as appropriate and necessary in the field, in conjunction with the approved power machines.
- e. The use of cleaning devices such as rods, metal pigs, porcupines, root saws, snakes, scooters, sewer balls, kites, and other approved equipment, in conjunction with hand winching device, and/or gas, electric rod propelled devices, shall be considered normal cleaning equipment.

E. Considerations - Consideration needs to be given to ensure that:

- 1. Adjacent properties are not damaged or flooded.
- 2. Sewer overflows do not occur.
- 3. The sewer being cleaned is not damaged.
- 4. All debris from the cleaning is collected and removed from the sewer system.

Televising / Inspection

- A. The pipeline should be inspected as soon as possible after it has been cleaned. In any case the inspection should be completed within seven days of cleaning. For pipes that have material with high levels of debris or grease flowing through them seven days may be too long and re-cleaning may be required.
- B. Inspection shall be done one manhole section at a time.
- C. Locate video vehicle on upstream side of manhole. Recording shall begin during the lowering of the camera into the manhole opening. Video in the downstream direction such that camera movement is with the flow. Camera lens shall be positioned looking along the

axis of the sewer. The camera axis should be within $\pm 10\%$ of the vertical sewer centerline of the pipe. For oval shaped pipes, the camera shall be positioned vertically above the invert at a height $\frac{2}{3}$ of the vertical dimension of the pipe.

- D. Insert the camera in the upstream manhole after flow restrictions required have been accomplished. Flow into the system being inspected shall be stopped, with the exception of service laterals into the system being inspected. Move camera through the pipe lines at a moderate speed not exceeding 30 feet per minute. Excessive use of the pan and tilt features should be avoided. Stop camera at locations where one or more of the following conditions is observed:
1. Infiltration/inflow sources.
 2. Service Laterals.
 3. Structural defects including broken pipe; collapsed or collapsing pipe, cracks, deterioration, punctures, etc.
 4. Abnormal joint conditions such as misalignments, open joints and joints not sealed.
 5. Unusual conditions such as root intrusion, protruding pipes, in-line pipe size changes, mineral deposits, grease and obstructions.
- E. Stop camera long enough for a thorough visual inspection of the conditions. All such conditions as specified above, along with the corresponding PACP code for each condition, shall be audio recorded on video and the inspection log sheet. Move the camera and rotate to obtain optimum view of the conditions. Each condition should be framed as to provide a full perspective. If requested by an NBU representative, view problem areas in the opposite direction by pulling the TV camera from the opposite direction at no additional cost to the NBU.
1. While the camera is stopped at each service connection, rotate the camera so as to be able to view the service connection for a length of time that enables a good visual inspection of the service connection for damage and infiltration. Be responsible for measurements such as service lateral locations, if used for subsequent rehabilitation work.
 2. When, during the inspection operation, the television camera will not pass through the entire manhole-to-manhole section, set up equipment so that the inspection can be performed from the opposite manhole at no additional cost to NBU. All reasonable effort should be given to video the entire segment including the removal of obstructions, reversals, location/exposure of buried manholes, use of more versatile equipment, etc.
 3. Any defects or anomalies detected on new construction that does not meet NBU requirements shall be corrected by the Contractor prior to NBU acceptance. Once corrected, the portion(s) shall be videoed, again, to assure the modification(s) was made correctly.
- F. Move the camera through the main in either direction at a moderate rate, stopping when necessary to permit proper documentation of the sewer line condition. In no case shall the television camera be pulled at a speed greater than 30 feet per minute. Use manual winches, power winches, TV cable, and powered rewinds or other devices that do not obstruct the camera view or interfere with proper documentation of the sewer main condition. Identify locations of defects by means of a measurement device (distance meter) above ground. Marking on the cable or similar practices that require interpolation for depth

of manhole is not allowed. Check accuracy of the distance meter with a walking meter, roll-a-tape, or other suitable device satisfactory to the Owner.

Flow Control

- A. Provide flow control measures needed to allow for isolation of individual sanitary sewer sections for rehabilitation work. Prior to beginning Work, Contractor shall submit a written plan for flow control as noted in Paragraph 1.02. In providing this Work, protect the sewer main from damage that might result from sewer surcharging. In addition, take precautions necessary to ensure that sewer flow control operations do not cause flooding or damage to public or private property being served by the sewer mains involved. Contractor is advised to schedule its Work in section lengths such that in the event of a wet weather event that might cause an increase in the sewer flow, the Work can be adequately secured, the flow diversion stopped, and flow resumed back in the existing main expeditiously and without damage to the new Work.
1. Notify property owners and tenants a minimum of 48 hours prior to scheduled flow control diversion operations.
 2. Locate flow diversion equipment, facilities, and activities such that local traffic, private property access, or any public activities are not interrupted.
 3. Where diversion piping crosses side streets, alleys and driveways, provide asphalt ramps and covers over the piping to facilitate passage of any traffic. Provide pedestrian cross-over ramps and walkways where needed or requested by the Owner. Do not open cut streets, alleys, or driveways to bury piping.
 4. Divert incoming flow from all service connections and laterals. Provide all the necessary materials and equipment to tie this flow into the main diversion system.
 5. Flow diversion materials and equipment must be in place and successfully operating for a period of 4 hours prior to starting any rehabilitation work requiring flow diversion.
 6. Reduce flow to within the limits required for TV inspection. After the Work has been completed, restore flow to normal.
 7. Keep pumping engine noise complaints from the citizens to a minimum. Owner's representative may terminate all pumping activities if noise control is not adequately addressed.

Repair of Damaged Main

- A. If the main is damaged and requires repair prior to rehabilitation, make such repairs as directed by the Owner's representative. Any pavement cut excavation and repair must comply with the details in the Drawings. If the main is damaged through the negligence of the Contractor, make repairs as approved by the Owner's representative at no additional cost to the Owner.

Documentation

- A. Television Inspection Logs: Keep printed location records that clearly show the camera location in relation to an adjacent manhole for each infiltration point or defect observed during inspection. In addition, record other points of significance such as locations of

service line entry points, unusual conditions, roots, sewer connections, broken pipe, presence of scale and corrosion, and other discernible features. Submit a copy of such records and copies of the video in digital format to the Owner's representative.

- B. Furnish a detailed report and digital video of the system inspected. The minimum information supplied shall be the following:
1. Name and address of Contractor and the Developer.
 2. Name of Project, system(s) inspected, and Project's representative involved.
 3. Log reports:
 - a. PACP Report and Top View Report for each section of pipe using NASSCO's PACP Standards unless otherwise instructed by NBU.
 - b. Separate line for each deficiency and location
 - c. Corresponding video and location of each section of pipe and deficiencies on digital video.
 4. Video shall be labeled with the following information:
 - a. System that is video (street name and manhole to manhole numbers) and log report number corresponding to video
 - b. Date video was recorded
 - c. Contractor's name and representative
 - d. Project's name, if applicable

315.7 Measurement and Payment

Payment for CCTV of lines will be made at the unit price bid per linear foot for the various sizes of pipe, of the materials and type indicated. Payment shall include all labor, materials, equipment, cleaning, by-pass pumping, and all other incidentals and appurtenances necessary to complete the work.

Payment, when included as a Contract pay item, will be made under one of the following:

Pay Item: Pipe, __Dia. __ (all depths) Per Linear Foot

End