

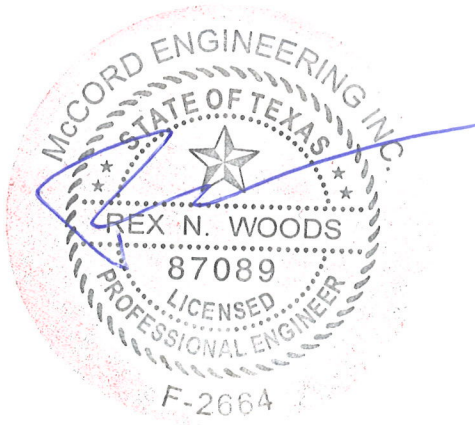


CITY OF HALLETTSVILLE

2026 Pole Replacement, Pepsi Transformer Relocation, & Glen's Packing Transformer Relocation

(LABOR ONLY)

April 2, 2026



d-2-2024

916 Southwest Parkway East
College Station, Texas 77840
(979)-764-8356
Firm Number F-2664



NOTICE TO BIDDERS

City of Hallettsville will accept sealed bids to provide all labor, limited materials, services and equipment necessary for, or reasonably incidental to, the Work shown in the Construction Drawings for **RFB 2026 Pole Change Outs, Pepsi Transformer Relocation, & Glen’s Packing Transformer Relocation**. The Bid Documents may be obtained free of charge at the City of Hallettsville’s website, <https://cityofhallettsville.org/request-for-proposals-bids-grants/> and via the CivCast website at <https://www.civcastusa.com>.

To download bid documents and to submit questions at the CivCast website, vendors must have an account setup. To register, please visit the CivCast website and click on “Create Account”.

A **MANDATORY Pre-bid Meeting** will be held on **Tuesday, April 21, 2026 at 10:00 a.m.** at City of Hallettsville City Hall, 101 N. Main Street, Hallettsville, TX 77964, to familiarize the Bidders with the goals for this project. Questions may be submitted in writing through the CivCast website until **April 24, 2026 at 12:00 p.m.**

Submission

Bids shall be submitted no later than **April 30, 2026 at 2:00 p.m.** **The city will only accept electronic proposals via the CivCast website.** Responses received after the due date and time shall be considered late and will be rejected. Bids will be opened and publicly acknowledged at the same date and time virtually via a Teams meeting.

Bid Opening

April 30, 2026 at 2:00 p.m.

Microsoft Teams meeting

Join: <https://teams.microsoft.com/meet/29385907716388?p=A5BEBOnnO7vvDLL9dV>

Meeting ID: 293 859 077 163 88

Passcode: P9jE94rh

DATES	MILESTONES
April 2, 2026	RFB Issued
April 21, 2026 at 10:00 a.m.	Mandatory Pre-Bid Meeting City of Hallettsville City Hall, 101 N. Main Street, Hallettsville, TX 77964
April 24, 2026 at 12:00 p.m.	Deadline for Questions
April 30, 2026 at 2:00 p.m.	Bid Submission Deadline
April 30, 2026 at 2:00 p.m.	Bid Opening via Teams
May 18, 2026	Anticipated Award Date

Bonding Requirements

An acceptable bid bond in an amount of not less than five percent (5%) of the total bid shall accompany each bid as a guaranty that if awarded the contract, the bidder will promptly enter into contract with City of Hallettsville, and furnish bonds on the forms provided.

Performance and Payment Bonds in an amount not less than 100% of the contract price shall be executed by the successful bidder and accompany the signed contract.

Best Value

All bidders are hereby notified that City of Hallettsville shall consider all factors it believes to be relevant in selecting the offer that provides the best value, including, but not limited to the purchase price, the proximity of the bidder as it relates to his ability to perform the contract for City of Hallettsville, the delivery date, the reputation of the bidder and the bidder's goods or services, the quality of the bidder's goods or services, and the bidder's past performance under contracts with the City, and the bidder's compliance with City ordinances.

Upon consideration of the bids, the **City of Hallettsville** reserves the right to accept or to reject any and all bids, to waive technicalities and to make any investigation deemed necessary concerning the bidder's ability to provide the services as covered by the specifications, and to accept what in their judgment is the most advantageous bid.

Award of Contract

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

- a. The purchase price, including payment discount terms;
- b. The reputation of the bidder and of the bidder's goods or services;
- c. The quality of the bidder's goods or services;
- d. The extent to which the goods or services meet City of Hallettsville's needs;
- e. The bidder's past relationship with City of Hallettsville;
- f. The total long-term cost to Hallettsville to acquire the bidder's goods or services; and
- g. Any relevant criteria specifically listed in this request for bid.

The City prefers to award the entire contract to a single Contractor; although, the City reserves the right to award multiple contracts to secure the best value for Hallettsville.

DISCLOSURES

1. **Conflict of Interest – Chapter 176 of the Texas Local Government Code.** Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of **City of Hallettsville** no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain Questionnaire CIQ, go to the Texas Ethics Commission Web page.

2. **Disclosure of Interested Persons for Council-Approved Contracts.** The Vendor for the Contract shall comply with the requirements of Section 2252.908 of the Texas Government Code as adopted in 2015 as House Bill 1295. The law requires that a governmental entity may not enter in certain contracts with a business entity unless the business entity submits a Disclosure of Interested Parties to the governmental entity. The law applies only to a contract that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. Compliance with the law requires that the Vendor utilize the Texas Ethics Commission website to enter the required information on Form 1295 and print a copy of the complete form. The form must be signed, notarized and submitted to the contracting government entity. The **City of Hallettsville**, in the case of contracts formalized by Purchase Order or by other written contract, will notify the Vendor of Award by **Hallettsville City Council** and request the completed Form 1295 within five (5) working days thereafter.

3. **Prohibition on Contracts with Companies Boycotting Israel.** By acceptance of this Contract, Vendor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contacts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State. Vendor further certifies and verifies that neither vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any, the "Vendor Companies"), boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic hoard on, or limit commercial relations with Israel, or with a person or entity doing business

4. **Engaged in Business with Iran, Sudan or Foreign Terrorist Organization.** Pursuant to Texas Government Code Chapter 2252, Subchapter F, Vendor affirms that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.

BID BOND

1. KNOW ALL MEN that we, _____, as Principal, and _____, as Surety, are held and firmly bound unto City of Hallettsville in the penal sum of five (5) percent of the amount of the bid referred to in paragraph 2 below, as hereinafter set forth and for the payment of which sum well and truly to be made, we bind ourselves, our executors, administrators, successors and assigns, jointly and severally, by these presents:

2. WHEREAS, the Principal has submitted a bid to City of Hallettsville for Request for Bid known as **RFB 2026 Pole Change Outs, Pepsi Transformer Relocation, & Glen’s Packing Transformer Relocation.**

3. NOW, THEREFORE, the condition of this obligation is such that if City of Hallettsville shall accept the bid of the Principal, and

(a) the Principal shall execute such contract documents, if any, as may be required by the terms of the bid and give such Contractor's Bond or Bonds for the performance of the contract and for the prompt payment of labor and material furnished for the Project as maybe specified in the bid, or

(b) in the event of the failure of the principal to execute such contract documents, if any, and such Contractor’s bond or bonds, if the principal shall pay to the Owner the difference, not to exceed the penal sum hereof, between the amount specified in the bid and such larger amount for which the Owner may in good faith contract with another party to construct the electric power facilities, then this obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this ___ day of __, 20__.

(Seal)

Principal

Attest:

By: _____

Secretary

Title

(Seal)

Surety

Attest:

By: _____

Secretary

Title

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SCOPE OF WORK

The following is a list of the construction projects included as part of this bid proposal.

1. 2026 Pole Replacement

The scope for this portion of the project is the replacement of twenty-eight (28) electric utility poles at various locations around the city of Hallettsville on the HC-90, HC-100, and HC-110 feeder circuits. Existing V-phase tangent-framing, included in this section, will be replaced with three-phase tangent-framing. The City will upgrade these poles to three-phase in the future. Existing 120/240V, two cluster mounted overhead transformer banks will be replaced with 120/240V, three cluster mounted overhead transformer banks. Note that on V-phase circuits, one of the three transformers will remain de-energized until the City upgrades the pole line to three-phase in the future.

2. PepsiCo Transformer Relocation

The scope for this portion of the project is the relocation of the existing three-phase, 240/480V, platform mounted, overhead transformer bank serving Pepsi Bottling Group on Highway 90 Alternate in Hallettsville. The existing, three-phase platform-mounted transformer bank will be retired and relocated to a new three-phase, cluster mounted pole location approximately thirty feet towards the highway. The existing overhead secondary service and metering package will be replaced as well in this section.

3. Glen's Packing Transformer Relocation

The scope for this portion of the project is the relocation of the existing three-phase, 120/240V, platform mounted, overhead transformer bank serving Glen's Packing, Dollar General, Cole Theatre, and other buildings in downtown Hallettsville. The existing, three-phase platform-mounted transformer bank will be retired and relocated into two, new, separate, three-phase, cluster mounted pole locations with a primary three-phase spanning over the Dollar General Building. The existing take-off pole will be replaced along with a new take-off pole being installed twenty-five feet away. The existing overhead secondary services and metering packages attached to the replaced poles; will be replaced as well in this section.

These projects are to be completed by September 25, 2026. The time of completion is the essence of this contract. Liquidated Damages will be assessed for each calendar day that any work remains uncompleted after the time specified in the proposal and the contract. See "LIQUIDATED DAMAGES FOR FAILURE TO COMPLETE ON TIME" Section later in this document.

General Comments

All work on existing overhead lines will be on energized 12.49 kV conductors. The Contractor shall include work on energized lines in the lump sum bid pricing for this work.

All poles designated to be retired will be retired, and the existing communication contacts are to be transferred to the new poles. Regarding communication contacts or attachments on poles, the construction staking sheets are currently showing to "Q" or transfer (detach from the existing pole and reattach to the new pole) the existing communication contacts. All retired poles and pole pieces shall be disposed of by the Contractor. All retired material that can be recycled such as wire, metal, and metal hardware shall be returned to the City to a designated location specified for this purpose. All other retired material that is unusable and not recyclable will be returned to the City to a designated location for the purpose of disposal.

Any costs associated with the returning of the retired material or disposing of the retired material shall be included in the lump sum bid pricing.

The Contractor shall only be required to furnish any miscellaneous materials required including, but not limited to, concrete, asphalt, trench backfill material (except at the substation feeder exits), and water. Hallettsville will furnish all of the remaining overhead and underground electric materials including conduit and pole backfill material for this project. The Contractor shall include or account for the miscellaneous material price in their bid pricing.

City supplied material is to be picked up from the following two locations: 1) for hardware - 401 East Second Street, Hallettsville, TX 77964 and 2) for poles 725 South Promenade, Hallettsville, TX 77964, by the Contractor. Any transporting or material handling costs are to be included in the lump sum bid pricing by the Contractor.

The Contractor is responsible for reviewing contract documents to verify quantities detailed and missing quantity items if any.

Regarding traffic control, the Contractor is to coordinate with the City and local police for all required traffic control on City streets. The Contractor is responsible for the traffic control requirements for all work within and near the Right-of-Way of all TxDOT highways and roads. Any costs associated with traffic control shall be included in the lump sum bid pricing.

The Contractor is also responsible for ALL foreign utility line locates.

Alternative Bid:

Vegetation management (tree trimming)

Provide all labor, equipment, supervision, traffic control, and incidentals necessary to perform vegetation management and tree trimming only within the project limits for the three City electric distribution projects described above.

Work includes trimming, pruning, and removal of trees and vegetation as required to achieve NESC and City municipal electric utility clearance standards; removal and lawful disposal of debris; coordination with electric construction operations; and restoration of disturbed areas.

Work is limited to the identified project routes and does not include City-wide or feeder-wide vegetation management.

Payment shall be made on a **Lump Sum** basis for each of the three projects and shall constitute full compensation for all work described.

GENERAL CONDITIONS

I. DEFINITIONS

The following terms shall be defined as described below, unless such definition is expressly modified by the Contract Documents. Any capitalized terms used in the Contract Documents not defined in this section shall have the meaning assigned to such term under the Contract Documents.

A. Bid

The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

B. Bond(s)

Performance bonds, maintenance bonds and payment bonds, or any of them, as required by the Contract Documents.

C. Change Order

A document signed by Contractor, Project Manager and Owner and entered into in accordance with the Contract Documents that authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the time for completion.

D. Claim

A "Claim" is a claim, demand, or assertion by the Contractor seeking for itself or on behalf of a subcontractor or supplier: adjustment or interpretation of any Contract term, including without limitation, adjustment of the Contract Price or Contract Time; payment of money; relief from obligations; or other relief or recovery with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question asserted by the Contractor (whether for itself or on behalf of a subcontractor or supplier) arising out of or relating to the Contract.

E. Contract

The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

F. Contract Documents

The Invitation to Bidders, Instructions to Bidders, Bid, Agreement, General Conditions, Special Conditions, Technical Specifications, Plans, Change Orders, any written amendment to the Contract signed by both Contractor and Owner, Written Work Orders, written interpretations of the Contract or addenda issued by Owner or Owner's representative, and all other documents designated as incorporated by reference. Documents incorporated by reference are Contract Documents, whether attached or not. Approved Shop Drawings and other Contractor's submittals, inspections and reports, such as testing of subsurface and physical or environmental conditions, are not Contract Documents.

G. Contractor

The entity with whom Owner has entered into this Contract.

H. Contractor Parties

The contractor, subcontractor, supplier and their respective agents, representatives or employees, or any of them.

I. Contract Price

The amount of money stated in the Agreement as payable by Owner to Contractor for timely completion of the Work in accordance with the Contract Documents, plus or minus any increases or decreases to the initial Contract Price agreed to by Owner as provide by the Contract.

J. Contract Time

The number of days or the dates stated in the Agreement to achieve Final Completion, expressed as a number of calendar days or as a reference to the date of Final Completion. If the Contract Time is measured by calendar days, each and every calendar day shall be counted against the Contract Time.

K. Engineer

The design consultant so identified in the Agreement, or such other firm that Owner may designate, is herein called Engineer and 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 completion of the Work in accordance with the Contract Documents.

L. Extra Work

All Work that may be required by Project Manager or Owner to be done by Contractor to accomplish any change, alteration, or addition to the Work shown upon the Plans, implied by the Technical Specifications, or otherwise within the Contract Documents and not covered by Contractor's Bid.

M. Final Completion

The date on which the entire Work or an agreed portion thereof is complete in strict conformance with the Contract Documents. If any governmental entity has jurisdiction to approve or accept Contractor's work on the Project, or any portion thereof, Final Completion is not achieved unless and until written approval or acceptance of the entity is received.

N. Force Majeure

Fire, flood, or act of God, earthquakes, hurricanes, tornadoes, epidemics, war, riot, civil disturbance, sabotage, terrorism, governmental or judicial restraint but only to the extent such event (i) is beyond the control of and cannot be reasonably anticipated by, or the effects alleviated by, the Contractor and (ii) prevents the performance of the Work. Events not specifically listed herein shall not constitute events of Force Majeure.

O. Hazardous Environmental Condition

The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, Contaminants, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

P. Laws and Regulations

Any and all applicable federal, state and local laws, rules, regulations, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction and any and all rules of common law pertaining to the Contractor's services, the Site, Contractor's employees and subcontractor's employees and/or the Work, and those of any other governmental entities with jurisdiction, including, without limitations all applicable laws of the State of Texas, Chapter 411 of the Texas Labor Code, Title VII (Equal Employment Opportunity) of the Civil Rights Act of 1964, The Occupational Safety and Health Act of 1970, The National Environmental Policy Act, The Federal Water Pollution Control Act, The Clean Air Act, The Clean Water Act, The Toxic

Substance Control Act, The Resource Conservation and Recovery Act, and all amendments thereof. The agencies charged with the administration and enforcement of the Laws and Regulations include, but are not limited to, the Department of the Interior, the Equal Employment Opportunity Commission, the Occupational Safety and Health Administration, the Environmental Protection Agency, the U.S. Corps of Engineers, the National Fire Protection Association, the U.S. Geological Survey, the Minerals Management Service, the Texas Commission on Environmental Quality, the county in which the Owner is located, and the municipality, as applicable, in whose corporate or extraterritorial jurisdiction the Owner is located. Certain of the specific regulations that may be applicable to the Work are the Occupational Safety and Health Construction and General Industry Standards (29 CFR Part 1926 and 1910), and various environmental regulations.

Q. Notice to Proceed

A written notice given by or on behalf of Owner to Contractor fixing the date on which the Contract Time will begin to run and on which Contractor shall start to perform the Work.

R. Owner

City of Hallettsville (Hallettsville). The entity so specified in the Agreement.

S. Plans

That part of the Contract Documents which graphically shows the scope, extent, and character of the Work to be performed by Contractor.

T. Project

The total construction on the Site, which may include work performed by the Owner or other contractors.

U. Project Manager

The Owner's field representative, who is to assume all duties and responsibilities, and have the rights and authority assigned to Project Manager in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents. All work shall be performed under the supervision of the Project Manager, and all communications of Owner with Contractor pertaining to performance of the work will be issued through the Project Manager or the Project Manager's designated representative.

V. Regulatory Agencies

Any and all governmental bodies, agencies, authorities, counties, municipalities, and courts having jurisdiction over the Project.

W. Shop Drawing

All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

X. Site

The land or area furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access.

Y. Substantial Completion

The time at which the Work, or any portion thereof, is sufficiently completed in accordance with the Contract Documents so that Owner can occupy the entirety of the Work and put it to the full and unrestricted use for which it was intended, and all required certificates of occupancy and other

permits, approvals, licenses, and documents required to occupy the Project by all entities, agencies and governmental authorities having jurisdiction over the Project and/or the operation and occupancy of the Project, as determined by the Project Manager, have been given so that the Project may operate for its intended purpose, although the Project may still require minor miscellaneous Work and adjustment. The Work will not be considered substantially complete if any Project systems included in the Work are not operational as designed and scheduled, if designated instructions of Owner, Project Manager, or Owner's other representative in the operation of systems has not been completed, or any final finishes within the Contract Documents are not in place. The terms "substantially completed" or "substantially complete" as applied to all or part of the Work shall have the same meanings as set forth here.

Z. Technical Specifications

That part of the Contract Documents, including any written addenda thereto, consisting of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

AA. Work

All obligations of the Contractor under the Contract Documents and all equipment, materials, labor, construction, management, supervision, services, and activities of every kind and nature, whether commenced or not, or completed or partially completed, undertaken by the Contractor, provided or to be provided by the Contractor, required of the Contractor, or inferable from the Contract Documents to perform and fulfill all of the Contractor's obligations pursuant to the Contract Documents.

II. CONTRACT DOCUMENTS

A. Accuracy

These Contract Documents, including the Technical Specifications, Plans, and Bid, are intended to show all Work to be done and material to be furnished hereunder. Contractor understands and acknowledges that errors may exist in the Contract Documents and that the Owner does not warrant the accuracy or sufficiency thereof. The Contractor accepts any lack of completeness of the Contract Documents, including the Plans, Technical Specifications and Bid, and acknowledges that such documents were sufficiently detailed, accurate and comprehensive to enable Contractor to have adequately estimated and established the Contract Price and to perform the Work within the time for completion.

III. PRELIMINARY MATTERS

A. Construction Schedule

The Contractor shall submit a construction schedule that is sufficiently accurate during the entire Contract Time to determine if the Contractor is performing on schedule.

Within 10 days following the end of each month after Notice to Proceed, or at more frequent intervals when requested by the Project Manager, the Contractor shall submit an updated and revised schedule; the revision must be current as of the immediate past schedule period. Each element shall be updated to reflect the actual start and stop dates, actual duration and actual number of days worked, anticipated changes to future start and stop dates, and changes due to change in amount of Work or Contract Time. When requested by the Project Manager, the Contractor will submit only that portion of the schedule submittal required.

Failure to meet any schedule submission dates or to comply with any requested submittal or failure to provide an acceptable submittal will be cause to withhold payment of all or portions of the next scheduled monthly payment or any portions of future monthly payment until an acceptable submittal has been made.

As a minimum, the Contractor shall have available at least one individual with authority to maintain and revise the schedule as needed to reflect the actual and planned work schedule. This individual is to cooperate with Project Manager and be available to discuss schedule with Project Manager when requested.

B. Keeping Plans and Specifications Accessible

Contractor shall keep a copy of all plans and Technical Specifications constantly accessible on the site.

C. Variations and Alternate Designs

Duct banks, Foundations, and electrical work when shown on Plans for items of equipment may be changed if necessary to accommodate equipment furnished. Every effort has been made to design duct banks, foundations, and electrical work so that no changes will be necessary; however, exact dimensions and size of subject duct banks, foundations and exact electrical installations cannot be finally determined until excavations are made as construction progresses. Duct bank or electrical changes must be signed and sealed by a professional engineer licensed in the State of Texas. Contractor shall make required changes, after prior consultation with the Project Manager, at no cost to Owner.

If alternate design features are proposed for the convenience of the Contractor, the Contractor shall submit design calculations and detailed drawings covering proposed changes and related modifications of the plans to the Project Manager for review. Design calculations and detailed drawings submitted by the contractor must be signed and sealed by a professional engineer licensed in the State of Texas. The Contractor shall make drawings the same size as the plans and of comparable quality. Contractor shall make payment of charges resulting from modifications, including engineering charges for checking such designs.

IV. SITE ACCESS/CONDITIONS REFERENCE POINTS

A. Access and Availability of Lands

Except as provided herein, the Owner shall provide, as indicated on the plans, land upon which the Work is to be done, rights-of-way for access to same, and such other lands which are designated for use of the Contractor. If required, Contractor shall provide, at its own cost, for additional lands and access for temporary construction facilities or storage of materials and equipment.

Contractor shall, whenever possible, keep all construction traffic out of existing neighborhoods. Contractor shall keep haul routes clean at all times to the satisfaction of the Project Manager and the local governing body having jurisdiction over the haul routes.

B. Surveying; Lines and Grades

The Owner will establish reference points for construction only; the Contractor is responsible for staking from bench marks and horizontal control references established by Engineer. The Contractor shall be responsible for laying out the work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Project Manager. The Contractor shall report to the Project Manager whenever any reference point or property monument is lost or destroyed or requires relocation

because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

C. Subsurface Exploration

It is not represented that the Plans show all existing storm sewer, sanitary sewer, water, gas, telephone and electrical facilities, and other underground structures.

Contractor is to determine the location of these installations in the way of construction by referring to available records, consulting appropriate municipal departments and utility owners, and by making necessary exploration and excavations. All subsurface exploration and locates shall be the responsibility of Contractor and included in the lump sum pricing.

D. Deviations Occasioned by Utility Structures

Whenever existing utilities, not indicated on the Plans, present obstructions to pole or anchor installation, Contractor shall immediately notify the Project Manager who, without delay, will determine whenever existing improvements are to be relocated or grade and alignment of facilities changed. Where necessary to move services, poles, guy wires, pipelines, or other obstructions, the Contractor will make arrangements with owners of utilities. The Owner will not be responsible for or liable for damages for any delays due to changes made by owners of utilities which hinder progress of work. The Owner may, at its discretion, determine whether to grant any extension of time.

E. Differing Subsurface of Physical Conditions

Contractor shall give prompt written notice to Project Manager if any subsurface or physical condition is uncovered or revealed and either (i) differs materially from that shown or indicated in the Contract Documents or the technical data or related documents or (ii) is of a highly unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work performed at the location. After receipt of Contractor's written notice, Project Manager will promptly review the condition, determine the necessity of the Owner's obtaining additional exploration or tests and advise Owner in writing of findings and conclusions. Contractor shall not further disturb such condition or perform any Work in connection therewith until receipt of written order from Project Manager to do so. Absent an emergency, any Work performed by Contractor before receiving Project Manager's response will be at the sole expense of the Contractor.

The Contract Price and/or the Contract Times may be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work. Provided, however, Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if i) Contractor knew, or should have known, of the existence of such conditions at the time Contractor entered into the Contract; ii) the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site required by the Contract Documents to be conducted prior to Contractor's entering into the Contract; or iii) Contractor failed to give the written notice as required.

F. Losses from Unforeseen Circumstances and Conditions or Natural Causes

Except as specifically provided in the Contract Documents, all loss or damage arising out of the nature of the Work to be done, or from the action of the elements, or from any unforeseen circumstances or natural causes in the prosecution of the same, or from the soil, subsurface, and other conditions, whether naturally occurring or manmade, or from concealed conditions or unusual

obstructions or difficulties which may be encountered in the prosecution of the Work, shall be sustained and borne by Contractor at the Contractor's own cost and expense. Contractor accepts such risk even for circumstances and conditions that differ materially from those indicated in the Contract Documents, geotechnical report, a review of the Site and surrounding areas or other information furnished by or on behalf of Owner. Accordingly, Contractor shall not be entitled to any additional compensation or time associated with unforeseen circumstances or conditions or natural causes.

V. CONTRACTOR'S RESPONSIBILITIES/INDEMNITIES

A. Independent Contractor

It is understood and agreed that all Work done by Contractor shall meet with the approval of Owner's representative but that the detailed manner and method of doing the Work shall be under the control of Contractor as set forth more fully in these General Conditions, Owner being interested only in the result obtained, and that Contractor is an independent contractor as to all Work performed hereunder.

B. Time and Order of Completion

It is the meaning and intent of this Contract, unless otherwise herein specifically provided, that Contractor shall be allowed to prosecute the Work at such times, in such order of precedence, and in such manner as shall be most conducive to economy of construction; provided, however, that:

1. In all instances Contractor shall comply with the Contract Documents and the order, time, techniques, sequences, procedures, manner, means and methods of prosecution of the Work shall be such that the Work shall comply with and shall be substantially completed as a whole and in part, in accordance with the Contract Documents, including the Plans and Technical Specifications, and within the required time of completion, and Contractor shall have no right to perform any portion of the Work or utilize means, methods, techniques, sequences, procedures or individuals in violation of the Contract Documents or that may damage the Work or decrease the life expectancy of the Project.
2. The exercise of any of the rights and authority granted the Owner in the Contract Documents (including, without limitation, ordering changes in the Work, rejecting proposed means, methods, techniques, sequences or procedures, and directing suspension, rescheduling, re-execution or correction of the Work) shall not be construed as or deemed to be control of, charge of, or responsibility for or violation of Contractor's responsibility for and rights with respect to such construction means, methods, techniques, sequences, procedures, safety precautions and programs.
3. When Owner is having other work done, either by contract or by the Owner's own force, Project Manager may prescribe the time and sequence of constructing the Work done under this Contract so that conflict will be avoided and the various construction being done for Owner shall be harmonized.

With regard only to items a. and b. above, any additional schedules or charts furnished; acquisition of any necessary additional equipment; work of hours in excess of those encompassed within Contractor's normal workday; or performance of certain tasks whether similar or dissimilar to the foregoing shall be done without additional cost to Owner.

C. Contractor's Duty and Standard of Care

Contractor is an independent contractor and shall give personal attention to the faithful prosecution and completion of the Work and shall be present either in person or by duly authorized representatives on the Site continuously during its progress. Contractor shall exercise a high degree of skill, care, and diligence in the performance of the Work. Contractor warrants that Contractor will (i) perform, supervise and direct the Work, using the Contractor's best skill and attention, in a good and workmanlike manner and in the best and most expeditious and economical manner consistent with the interests of the Owner, (ii) utilize the best skill, efforts and judgment in furthering the interests of the Owner, (iii) perform the Work in strict compliance with applicable Laws and Regulations, such that the Work, no later than the time for completion, will comply with applicable Laws and Regulations, and (iv) furnish efficient business administration and supervision (all of the foregoing collectively, the "Standard of Care"), and (v) perform the Work in strict accordance with the Contract Documents. Regardless of what authority and rights may be assigned by the Owner to the Engineer or Project Manager, Contractor remains fully and solely responsible and liable for its obligations to perform the Work in strict accordance with the requirements of the Contract Documents; to insure against failures in safety precautions; to carry out the Work pursuant to safe methods of construction; to select and fulfill the proper manner, means, and methods in performing the Work in order to fully comply with the Plans, Specifications and other Contract Documents; and to otherwise complete the Work in accordance with the Contract Documents.

D. Contractor's Agent

A competent superintendent or foreman, fully authorized to act on behalf of the Contractor, shall be present at the Site in the absence of the Contractor. Contractor shall provide Project Manager and Owner with written notification of such individual's position, name, and contact information. Any notice given by Project Manager, when given to any superintendent, foreman, or agent of Contractor in charge of any operation of the Work in the absence of Contractor, shall be considered as notice to Contractor, provided any notice given under this paragraph shall be in writing.

E. Character of Workers

Contractor agrees to employ only orderly, competent, and skillful people to do the Work; and agrees that whenever Owner shall inform the Contractor in writing that any person(s) or subcontractors on the Work are, in the Owner's opinion, incompetent, unfaithful, or disorderly, such person(s) or subcontractor shall be discharged from the Work and shall not again be employed on the Work without Owner's written consent.

F. Construction Materials

The Owner shall provide all material, and the Contractor shall provide all labor, tools, equipment, and machinery necessary in the prosecution and completion of this Contract, unless otherwise specifically provided. Concrete, reinforcing steel, casing material, foundation forming lumber shall be provided by the Contractor. It is understood that Owner shall not be held responsible for the care, preservation, conservation, or protection of any material, tools, or machinery or any part of the Work until it is finally completed and accepted. The Contractor shall store materials and equipment in manner to protect them from damage. The manner of protection is subject to specific approval of the Project Manager. Equipment and other serviceable materials found on the Site or dismantled by reason of construction shall remain property of the Owner unless otherwise designated. The Contractor shall remove and deliver materials to Owner at designated points and shall pay, at prevailing market price, for usable materials that are damaged through negligence.

G. Other Contractors

Other construction may be underway concurrently in this area. The Contractor shall afford utility companies and other contractors reasonable opportunity for introduction and storage of their

materials and execution of their work. All work under this Contract must be properly connected and coordinated with that constructed by others.

H. Subcontractor's Assignment and Subletting

Contractor shall be fully responsible to Owner for all acts and omissions of any subcontractor, supplier, or other person or organization performing or furnishing any of the Work under a direct or indirect contract with Contractor. All Work performed for Contractor by such subcontractor, supplier, persons or organization shall be pursuant to an appropriate agreement between Contractor and each such party that specifically binds such party to the applicable terms and conditions of the Contract Documents for the benefit of Owner.

Contractor shall timely pay its subcontractors and material suppliers, as required by law and any agreements between or among Contractor and its subcontractors/material suppliers, and such payments are a condition precedent to final payment.

I. Contractor's Use of Owner's Property

In the event that any arrangement is made whereby Contractor or any of its subcontractors of any tier use any employees of Owner, any tools, equipment, apparatus, improvements or other personal property of Owner or any utilities (such as electricity, gas, water, compressed air and toilet facilities) furnished by or through Owner, irrespective of who pays the employees and regardless of whether any consideration is paid for the use of the tools or the utilities, then the employees while engaged in the use of the tools or the utilities shall be conclusively considered the agents, servants, and employees of Contractor, and the acceptance and/or use of the tools or the utilities by Contractor or its subcontractors of every tier shall mean the Contractor has inspected and determined the tools and utilities satisfactory for Contractor's intended purposes and uses, and accepted full responsibility for the tools and utilities. Owner makes no representation or warranty regarding the condition or suitability of any such tools, equipment, apparatus, improvements, other property or utilities. Contractor shall return the tools at the conclusion of Contractor's use thereof in the same condition as when received, ordinary wear and tear excepted.

J. Protection of Persons and Property

Contractor shall at all times take reasonable precautions for the safety of its employees and of all other persons at the Site, and for the protection of adjacent property of others. Contractor shall comply with all applicable federal, state, and municipal safety laws and regulations and building and construction codes. All machinery and equipment and other physical hazards shall be guarded in accordance with the Manual of Accident Prevention in Construction of the Associated General Contractors of America unless such instructions are incompatible with Laws and Regulations. Where damage occurs on adjacent property, or where necessary to take down fences, signs, or other obstructions, Contractor shall repair, renew or replace in their original condition and restore damaged property or make satisfactory restitution to a condition equal to or better than that which existed before Contractor caused the damage or removal, at no cost to Owner. Contractor shall promptly report to Project Manager all accidents involving Contractor's employees or any other parties or property. Where livestock are present, Contractor shall take all necessary precautions to assure that no construction or construction related activity will allow livestock to leave their confine. Where existing fences are being crossed, Contractor shall maintain the integrity of the fence during construction through placement of guards, temporary fences, or other adequate measures as approved by the Project Manager. All construction activities, including ingress and egress, shall occur within the boundaries and Contract constraints of the temporary and permanent construction limits. Additionally, no staging, parking, loading and/or unloading shall occur outside of the designated construction limits.

K. Laws and Regulations

1. Prior to beginning the Work, Contractor shall become familiar with all of the Laws and Regulations relating to the Work or which in any manner might affect the Work, and shall thereafter comply with all such Laws and Regulations. Contractor shall, at its expense, obtain all permits, licenses, certificates and other authorizations required by or reasonably necessary in connection with the Work and shall at all times observe and comply with the Laws and Regulations.
2. Contractor agrees that all financial settlements, billings, and reports rendered to Owner as provided for in the Contract Documents will, to the best of its knowledge and belief, reflect properly the facts about all activities and transactions handled for the account of Owner, which data may be relied upon as being complete and accurate in any further recording and reporting made by Owner for whatever purpose.
3. Contractor agrees to notify Owner promptly upon discovery of any instance where the Contractor fails to comply with provision (a) above or where Contractor has reason to believe data covered by (b) above is no longer accurate and complete.

L. Business Standards

Contractor, in performing its obligations under Contract, shall establish and maintain appropriate business standards, procedures, and controls, including those necessary to avoid any real or apparent impropriety or adverse impact on the interests of the Owner. Contractor shall review with the Owner at reasonable frequency during the performance of the Work hereunder, such business standards and procedures including, without limitation, those related to the activities of Contractor's employees and agents in their relations with the Owner's employees, agents, and representatives, vendors, subcontractors and other third parties, and those relating to the placement and administration of purchase orders and subcontracts.

M. Alcohol, Drugs, Weapons, Etc.

The use of alcohol or controlled substances by any person on Owner's property or the Site or any person remaining on Owner's property or the Site under the influence of such substances is strictly prohibited. In addition, possession of alcohol, controlled substances, firearms, explosives, weapons, and hazardous substances or articles without proper authorization is not permitted on Owner's property or the Site. Entry onto Owner's property is deemed to be consent to and recognition of the right of Owner or a representative of the Owner who has been specifically authorized to search the person, motor vehicles, and other property of each individual while entering, on, or departing the Site.

N. Utility Services for Construction

The Contractor shall provide all utilities necessary for construction at no additional cost to Owner unless otherwise specified in the Contract Documents.

O. Interruption of Utility Services

The Contractor shall not operate any switch or other control on existing systems. The Contractor shall exercise care in performing work so as not to interrupt service, including, but not limited to, locating and uncovering existing utilities ahead of heavy excavation equipment and at house connections, either lifting trenching machine over lines or cutting and reconnecting with minimum interruption of service, as approved.

P. Traffic Safety Measures

If the Work occurs on or adjacent to any street, alley, or public place or where construction creates hazard to traffic or public safety, the Contractor shall furnish and maintain suitable barricades, warning signs, and lights and remove same when no longer necessary. The Contractor shall be responsible for all phases of traffic control according to the guidelines as set forth in Manual on Uniform Traffic Control Devices.

Regarding traffic control, the Contractor is to coordinate with the City and local police for all required traffic control on City streets. The Contractor is responsible for the traffic control requirements for all work within and near the Right-of-Way of all TxDOT highways and roads. Any costs associated with traffic control shall be included in the lump sum bid pricing.

Q. Use of Streets

Except where approved otherwise, the Contractor may not hinder or inconvenience travel on streets or intersecting alleys for more than two blocks at any one time. Whenever streets are closed the Contractor shall place properly worded signs announcing such fact to the public, with proper barricades at the nearest street corners, on both sides of obstruction. The Contractor shall leave no street or driveway blocked at night. When streets are closed, Contractor shall also notify the Project Manager, the Fire Department and the Police Department. The Contractor shall not block ditches, inlets, fire hydrants, etc., and, where necessary, shall provide temporary drainage.

The Contractor shall remove as soon as practicable, accumulated rubbish and open each block for public use. Use of any portion of a street shall not constitute acceptance of any portion of Work. The Contractor shall backfill and shape trenches across street intersections or driveways for safe traffic at night or, where permitted, span open trenches with steel plates or bridges to permit traffic flow. When driveways are cut, the immediate placement of mats for ingress or egress of vehicles may be directed if undue hardship to property owner would otherwise result.

R. Construction Stormwater Discharges

The Contractor shall, without any additional expense to the Owner, be responsible for obtaining any necessary licenses and permits and for complying with all applicable Laws and Regulations, including, but not limited to, any Laws or Regulations concerning storm water permitting and management. Specifically, without limitation, the Contractor will comply with all aspects of the Texas Pollutant Discharge Elimination System (“TPDES”) General Permit for Storm Water Discharges from Construction Activities in Texas and with the Storm Water Pollution Prevention Plan (SWPPP) that has been developed for the Project. At Owner’s expense, the baseline SWPPP for the Project will be provided by the Engineer to Contractor. The Contractor will implement the baseline SWPPP and advise the Project Manager in writing prior to implementing any changes required to the SWPPP due to changes in construction activities. The Project Manager will coordinate with the Engineer who may update SWPPP due to changes in construction activities. The Contractor will file the Notice of Intent (“NOI”) for permit coverage with the Texas Commission on Environmental Quality and will maintain a copy thereof, file stamped by such governmental authority, at the Site. Weekly inspection to ensure compliance with the SWPPP and other permit requirements will be performed by the Contractor. Upon Final Completion, the Contractor shall file the Notice of Termination (“NOT”) with the Texas Commission on Environmental Quality.

The Contractor, and not the Owner, shall be responsible for any and all monetary fines or damages assessed by any governing agency resulting from the failure to comply with the requirements of the SWPPP.

S. Site Maintenance and Clean-Up

Contractor shall maintain the Site during construction to keep it reasonably neat and free of trash, rubbish, and other debris. In clean-up operations, Contractor shall remove from the Site and from public and private property temporary structures, rubbish, and waste materials and dispose of excavated materials beyond that needed to bring the Site to elevations shown. During final clean-up, any road constructed by Contractor for access to the Site must be leveled and ruts filled so that surface drainage is not hindered.

T. As-Built Dimensions/Record Drawings

The Contractor shall make daily notations of facilities constructed and keep accurate records of the location of all facilities. Upon completion of Work, the Contractor shall furnish Owner with one set of direct prints, marked with red pencil, to show as-built Work constructed.

U. Sanitation

Necessary sanitary conveniences for the use of laborers on the Work, properly secluded from public observation, shall be constructed and maintained by Contractor, in such manner and at such point as shall be approved by Owner, and their use shall be strictly enforced.

VI. PROJECT MANAGER'S STATUS DURING CONSTRUCTION

A. Project Manager's Authority and Duty

It is mutually agreed between the parties to this Contract that: Project Manager will act as Owner's representative during the construction of the Project.

To prevent delays and disputes and to discourage litigation, it is further agreed by and between the parties to the Contract that, if it cannot be otherwise agreed, Project Manager shall in all cases determine the amounts and quantities of the several kinds of Work which are to be paid for under this Contract, shall determine all questions in relation to said Work and the construction thereof, and shall in all cases decide every question which may arise relative to the performance of this Contract on the part of Contractor. It is the intent of this Contract that there shall be no delay in the performance of the Work. To this end, the decision or requirement of Project Manager shall be promptly carried out.

B. Examination, Observation, and Testing

It is agreed by Contractor that Project Manager shall be and is hereby authorized to appoint from time to time such subordinate project representatives as Owner may deem proper to observe the Work done and to ascertain whether the said Work is done in accordance with the Contract Documents there for. Contractor shall furnish all reasonable aid and assistance required by the project representatives for the proper examination and testing of the Work. The authority of project representatives shall be limited to examination, observation, of Work, and reporting same to Project Manager.

VII. EXTRA WORK/CHANGE ORDERS/CLAIMS

A. Changes and Alterations

Contractor further agrees that Owner may make such changes and alterations as Owner may see fit in the line, grade, form, dimensions, Plans, Technical Specifications, or materials for or scope of the Work herein contemplated, or any part thereof, either before or after the beginning of the construction, without affecting the validity of this Contract and the accompanying Bonds.

If such changes or alterations diminish the quantity of the Work to be done, such changes may reduce the Contract Price according to the quantity of Work actually done. If Owner makes such changes or alterations as makes useless any Work already done or materials already furnished or used in accordance with the Contract Documents in connection with said Work, then Owner shall recompense Contractor for such Work, labor and materials, in accordance with the prices therefore in the Contract Documents, made useless by such change.

B. Extra Work

It is agreed that Contractor shall perform all Extra Work when presented with a Written Work Order or Change Order. **The Contract Price for Extra Work may be changed only by a Change Order signed by Owner, Project Manager and Contractor.**

No Claim for Extra Work of any kind will be allowed unless ordered in writing by Project Manager. Any written request for written authorization not timely made by the Contractor shall be deemed a waiver by the Contractor of its right to assert and recover any additional compensation or otherwise on a Claim in respect of such request, response or communication. Should a difference of opinion arise as to what does or does not constitute Extra Work, or as to the payment therefore, and Project Manager insists upon its performance, Contractor shall proceed with the Work after making its written request for written authorization to Project Manager and shall keep an accurate account of the "actual field cost" thereof.

C. Estimated Quantities

The estimated quantities of the various classes of Work to be done under this Contract are approximate and are to be used only as a basis for estimating the probable cost of the Work and for comparing the Bids offered for the Work. It is understood and agreed that the actual amount of Work to be done and material to be furnished under this Contract may differ somewhat from these estimates, and that the basis for determining quantities for payment under this Contract shall be the actual amount of such Work done and the material incorporated.

Contractor agrees to make no Claim for damages, anticipated profits, or otherwise on account of any differences which may be found between the quantities of Work actually done or the material actually incorporated under this Contract and the estimated quantities contemplated and contained in the Bid.

D. Extension of Time

Subject to the remainder of this paragraph, should Contractor be delayed in the completion of the Work by any act or negligence of Owner or Owner's representatives, or by other contractors employed by Owner, or by changes ordered in the Work, then, if the other requirements for an extension of time are met, an extension of time shall be allowed for completing the Work sufficient to compensate for the delay, the amount of the extension to be the amount approved by Owner, based on the recommendation by Project Manager; provided, however, that Contractor shall give Project Manager notice in writing of the cause of such delay and the impact to the critical path of the schedule prior to the tenth day of the month following the month in which the delay occurred. Failure to file requests for extension of time within the time set forth in and otherwise as required by this paragraph shall constitute a waiver of any rights the Contractor may have had to such extensions of time. Contractor shall support its request for time extension with such information as required by Project Manager. Approved extensions of time must be made in writing, signed by the Owner, Project Manager, and Contractor.

Contractor will not be allowed time extensions that are due to (i) inclement weather (not including Force Majeure); (ii) non-availability of equipment or material, when the principal units of Work

and tasks on the critical path are not in progress or are not delayed by the event of delay, interference, disruption, or hindrance; (iii) when at least seven hours of available working time remain out of the working day; (iv) while materials are drying and it is possible for the Contractor to enclose the area and use drying devices; (v) when an event of delay, interference, disruption, or hindrance occurs on a day other than a working day or other day when the Contractor had not originally planned to work; (vi) when an event of delay, interference, disruption, or hindrance occurs after the expiration of the time for completion; (vii) to the extent the Contractor could have anticipated or alleviated the impact of the event of delay, interference, disruption, or hindrance through reasonable efforts; (viii) when events of concurrent delay overlap the claimed delay; and/or (ix) when an extension of time is precluded by any other provision of the Contract Documents.

VIII. TESTS AND INSPECTIONS/DEFECTIVE WORK/WARRANTY

A. Testing and Inspection

The Owner shall arrange and obtain all inspections and tests required by the Contract Documents; provided, however, that if initial testing fails, all retests will be at Contractor's sole expense. Such testing and inspection are for the sole benefit of Owner, and Owner makes no representation or warranty as to the accuracy of the results of any test or inspection. Contractor at its own expense shall provide such laboratory with all test specimens required by the Contract Documents. The Contractor shall notify the Project Manager prior to manufacture or fabrication of items so that observation may be accomplished and furnish field samples of materials to Project Manager for testing.

B. Defects and Their Remedies; Warranty

It is agreed that if the Work or any part thereof, or any material delivered to the Site for use in the Work or selected for the Work, shall be deemed by Project Manager as unsuitable or not in conformity with the Contract Documents, Contractor shall, after receipt of written notice thereof from Project Manager, forthwith remove such material and rebuild or otherwise remedy such Work so that it shall be in full accordance with this Contract.

C. Right of Entry

Owner reserves the right to enter the property or location on which the Work herein contracted for is to be constructed or installed, by Project Manager and such agent or agents as Owner may elect, for the purpose of examining, observing, or testing the Work, or for the purpose of constructing or installing such collateral Work as Owner may desire.

IX. PRICE FOR WORK/PAYMENTS TO CONTRACTOR

A. Price for Work

In consideration of the furnishing of all the necessary labor, equipment, and the completion of all Work by Contractor, and on the Final Completion of all Work embraced in this Contract in full conformity with the Contract Documents, Owner agrees to pay Contractor the final lump sum Contract Pricing. Contractor hereby agrees to pay such prices as are necessary for all labor required for the aforesaid Work, including all expenses incurred by the Contractor, and for well and truly performing the same and the whole thereof in the manner prescribed by and in accordance with this Contract, including the attached Technical Specifications, and requirements.

B. Progress Payments

Each month, the Contractor shall submit an invoice for progress payment to the Project Manager showing the total value of the Work completed. Progress payments for work will be based on the percentage of completion. No payment shall be requested nor made for materials purchased or

stored on-site that are not yet incorporated into the Work unless specifically authorized by the Owner. If requested, Contractor shall meet with the Project Manager at the Site to verify quantity of Work completed.

Project Manager shall promptly review each payment invoice, including required submittals. Project Manager shall provide to Owner a statement showing, as complete as practicable and based upon Project Manager's inspections, the total value of the Work completed by the Contractor together with Project Manager's recommendation as to payment. Project Manager may refuse to recommend the whole or any part of any payment if, in Project Manager's opinion, such payments are not due and payable under the Contract Documents. Payments based on such interim statements are subject to adjustment and correction as set forth in the Contract Documents.

Partial payment shall not be construed as an acceptance of defective or non-conforming Work.

X. FINAL COMPLETION AND ACCEPTANCE

A. Final Completion, Acceptance, and Payment

Contractor has 30 calendar days from substantial completion to complete all punch list items and achieve final completion. Upon completion of the Work, Contractor shall give the Project Manager written notice that the Work has been fully and finally completed and must certify that the Work is complete and was built in conformance with the Plans, Technical Specifications, and other Contract Documents. Such written notice must be accompanied by all documentation called for in the Contract Documents, including as-built drawings. Drawings will be reviewed by Project Manager and returned to Contractor so that any adjustment required may be made.

Neither final acceptance by Owner, nor the final payment, nor any provision in the Contract Documents, shall relieve Contractor of: (i) the obligation for fulfillment of any warranty that may be required in the Contract Documents, including the Technical Specifications; (ii) the obligation to repair defective Work; (iii) Contractor's indemnification obligations under this Contract; or (iv) any of Contractor's continuing obligations.

B. Operation of Facilities

The Owner reserves the right to operate new facilities during the construction period. Use of new facilities by the Owner during construction will not constitute final acceptance of the Work and will not constitute the date for start of any required warranties or guarantees.

CONSTRUCTION BID REQUIREMENTS & SPECIFICATIONS

I. GENERAL

A. Information to be Submitted with Proposal

The following information must be submitted in sufficient detail for City of Hallettsville to determine if the Contractor meets the City's minimum qualifications. Failure to submit this information shall be just cause for Contractor's disqualification to perform work on Hallettsville's electric distribution system. Hallettsville reserves the right to ask for additional or supplemental information to assist with Hallettsville's assessment of Contractor's abilities.

1. **Contractor Qualifications**

In order for their proposals to be considered, Bidder (or Contractor) must demonstrate that they are qualified to satisfactorily perform the specified work. The Contractor shall submit written evidence of their qualifications to Hallettsville with their proposal. Such evidence shall include all information necessary to certify that the Contractor:

- Maintains a permanent place of business;
- Has available the qualified personnel and equipment to work on energized 12.49 kV overhead and underground distribution system in order to perform necessary work. Contractor must provide sufficient documentation, describing qualifications of all personnel to be dedicated to this project. Successful Bidder will move crews into the Hallettsville service area to commence work desired and will maintain sufficient resources dedicated to Hallettsville. Contractor shall not release any crews dedicated to Hallettsville without prior written approval from Hallettsville.
- Has technical knowledge and practical experience in the work type specified;
- Has an on-going safety program that complies with all applicable state and federal laws;
- Has adequate financial status to meet the financial obligations incident to the work;
- Has no just or proper claims pending against him or his work; and
- Has experience with similar projects that require working in confined areas and in close proximity to many physical features (fences, utility poles, guy lines, underground electrical lines, cable TV, gas lines and meters, sewer manholes, sidewalks, clean-outs, etc.) which will require the Contractor to plan his work efforts and equipment needs with these limitations in mind.

These qualifications shall be demonstrated by providing to Hallettsville a list of at least three (3) other facilities of similar type and of equal or greater size and complexity constructed within the last three (3) years. The evidence shall consist of a listing of the facilities constructed indicating the Owner's name, location, phone number, approximate dollar value, type of facilities, and the date of completion. This list shall include the names of supervisors and types of equipment used to perform this work. Failure to submit this evidence shall be just cause for disqualification of the bid.

2. **Proposed Equipment and Construction Organization**

Each Bidder shall also submit with his proposal pertinent information concerning proposed equipment and construction organization.

(a) **Equipment**

Each Bidder shall submit all specifications or similar descriptive information necessary to completely describe the equipment he proposes to use on this project.

(b) **Contractor's Field Organization**

Each Bidder shall submit with his proposal an organizational chart showing the names of field management, supervisory and technical personnel, and technical organization he proposes to use for this project. Bidders shall submit a Statement of Qualification of all personnel submitted. Hallettsville reserves the right to select required personnel for selected crew (crews). Statement shall also include any license or testing status (to include current status) that verifies or substantiates individuals' titles.

Contractor must demonstrate that the personnel he proposes to use for any work on Hallettsville's electric distribution system must be qualified to work on energized 12.49 kV overhead and underground distribution systems. Contractor must provide letter, describing qualifications of the proposed personnel to be dedicated to this project.

3. Safety Information

As part of its bid response, each Contractor shall provide its OSHA 300a numbers for the last 3 calendar years. If OSHA 300a numbers are unavailable for any of the last 3 calendar years, the Contractor shall submit "N/A" for that year's number.

This safety information must be re-submitted to Hallettsville annually, but no later than January 1 of every year following the approval of the Contractor by Hallettsville.

B. Additional Information

1. Local Conditions

By submitting a bid, the Contractor indicates that he has visited the City of Hallettsville service area and thoroughly and adequately informed himself of all conditions and factors which would affect (1) the prosecution and completion of the work, (2) availability and cost of labor, and (3) facilities for transportation, handling, and storage of materials and equipment. By responding to this bid, it is understood and agreed that all such factors have been properly investigated and considered by Contractor in preparation of the proposal. Where applicable, Hallettsville will permit no claims for financial adjustment to any contract awarded for the work, which are based on the lack of such prior information or its effect on the cost or completion of the work.

2. Invoicing

The Contractor's invoices must reference the appropriate job numbers and purchase order numbers, as set up by Owner. Each invoice shall include an itemized listing of all units and total quantities of each unit actually installed, if applicable., A preliminary invoice and inspection list should be submitted upon the completion of the work. Upon receipt of the preliminary invoice and inspection list, the Distribution Line Inspection Supervisor will conduct an inspection. After the inspection, the Distribution Line Inspection Supervisor may require changes or corrections to be made to the work based on the inspection, and the Contractor is required to address any changes or corrections, if no changes or corrections are necessary, then the preliminary invoice will be submitted to the Owner for payment. If necessary, once all changes or corrections have been completed, the Distribution Line Inspection Supervisor will request an updated invoice, and the Contractor shall send the final invoice to the Owner for processing. Payment of the final invoice will be made in accordance with Chapter 2251 of the Texas Government Code.

3. Proposal Pricing for Specific Projects

Firm price proposals shall be submitted on a **lump sum** project basis. Any changes in the total project amount due to additional work or reduction of work shall be approved by Hallettsville.

4. Proposal Project Schedule

If project completion timeline or schedule is submitted as part of the proposal, Bidder shall insure that weather days are included in the submittal. Owner shall not be required to make allowances for rain days or other weather-related delays.

II. CONTRACTOR’S RESPONSIBILITIES AND RIGHTS

A. Communications with Hallettsville

All communications between Hallettsville and Contractor pertaining to performance of the work will be issued through the Project Manager or his designee.

B. Protection to Persons and Property

The Contractor shall at all times take all reasonable precautions for the safety of employees on the work site and of the public, and shall comply with all applicable provisions of Federal, State, Municipal safety laws and building and construction codes and any other AHJ. All machinery and equipment and other physical hazards shall be guarded in accordance with the “Manual of Accident Prevention in Construction” of the Associated General Contractors of America unless such instructions are incompatible with Federal, State, or Municipal laws or regulations. The following provisions shall not limit the generality of the above requirements.

1. All construction work must be accomplished with a minimum of service interruption. Conductors transporting power at nominal primary voltage (12,470 volts phase-to-phase, 7,200 volts phase to ground distribution) will not normally be de-energized for construction work on this project. The Contractor shall have linemen and supervision experienced and trained in working on and/or near energized conductors.
2. The Contractor shall so conduct the construction as to cause the least possible obstruction of public roadways.
3. The Contractor shall provide and maintain all such guard lights and other protection for the public as may be required by applicable statutes, ordinances, and regulations, or by local conditions.
4. The Contractor shall do all things necessary and expedient to properly protect any and all parallel, converging and intersecting lines, joint line poles, highways, and any and all property of others from damage. In the event that any such parallel, converging and intersecting lines, joint line poles, highways, or other property are damaged in the course of construction, the Contractor shall (at its own expense) restore any or all of such damaged property immediately to as good a state as before such damaged occurred.
5. The Contractor shall be responsible for contacting all underground utilities, pipelines, and all other interests with underground facilities to verify all pole holes, anchors, and excavation areas to be “clear” of all underground obstructions before commencing work.
6. The Contractor shall limit the movement of his crews and equipment so as to minimize the damage to property and shall endeavor to avoid marring the lands. All fences, which are necessarily opened or moved during construction, shall be replaced in as good condition as

they were found, and precautions shall be taken to prevent the escape of livestock. The Contractor shall not be responsible for loss of or damage to property (other than livestock) on the right-of-way necessarily incident to construction and not caused by negligence or inefficient operation of the Contractor. However, Contractor shall be responsible for all other loss of or damage to property or livestock, whether on or off the right-of-way, caused by construction.

7. The Contractor shall hold the Owner harmless from any and all claims for injuries to persons or for damage to property happening by reason of any negligence on the part of the Contractor or any of the Contractor's equipment, agents or employees during construction by the Contractor or any part thereof.
8. Any and all trash, excess earth, rock, debris, underbrush, and other useless materials shall be removed from the construction sites and properly disposed of by the Contractor as rapidly as practicable.
9. Upon violation by the Contractor of any of the provisions of this section, written notice of such violation shall be given to the Contractor by the Project Manager or his designee. The Contractor shall immediately cease work upon safe completion of any ongoing work and correct such violation. Upon failure of the Contractor to do so, Hallettsville may correct such violation at the Contractor's expense. Notwithstanding the previous sentence, Hallettsville may, if it deems it necessary or advisable, correct such violation at the Contractor's expense without such prior notice to the Contractor.
10. The Contractor shall notify the Project Manager or his designee immediately for accidents involving electrical contact. In addition, the Contractor shall submit to Hallettsville monthly reports in duplicate of all accidents giving such data as may be prescribed by Hallettsville.
11. All switching to remove equipment for construction and re-energizing equipment after construction, and blocking of reclosing of automatic line devices or substation breakers for construction work on energized facilities, will be coordinated between Hallettsville and Contractor.
12. When the worksite conditions dictate, the Contractor shall perform all installation and disconnection of safety grounds and mechanical disconnection and reconnection of each piece of equipment.
13. Contractor agrees to and shall indemnify and hold harmless the City of Hallettsville, its officers, agents, and employees, from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind (including all expenses of litigation, court costs, and attorney's fees) for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the Contractor under this contract including, but not limited to, the following specific instances:
 - (a) In the event Hallettsville is damaged from the act, omission, mistake, or fault or default of the Contractor, the Contractor shall indemnify and hold Hallettsville harmless for such damage.
 - (b) Contractor shall indemnify and hold Hallettsville harmless from any claims of material suppliers, mechanics, laborers, or other subcontractors.

(c) Contractor shall indemnify and hold Hallettsville harmless from any and all injuries to or claims of adjacent property owners caused by Contractor, his agents, employees, and representatives.

14. Contractor further agrees to handle and defend at his own expense on behalf of Hallettsville and in Hallettsville's name, any claim or litigation in connection with such injury, death, or damage.

C. Supervision

1. Contractor shall supervise and direct the work efficiently and with his best skill and attention. He shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction used. He shall not be solely responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence, or procedure of construction specifically called for in the bid documents or drawings.

2. Contractor shall keep in the Hallettsville service area while any work is in progress, a competent superintendent and any necessary assistants against whom Hallettsville has no reasonable objection.

3. No superintendent or Contractor employee shall be relieved except with the consent of Hallettsville unless he proves to be unsatisfactory to Contractor or ceases to be in his employ. When a superintendent is on vacation or otherwise absent, a substitute against whom Hallettsville has no reasonable objection shall be provided.

4. Each superintendent shall represent Contractor in his absence, and all communications to him will be as binding as if given to Contractor.

D. Safety and Protection

1. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

(a) all employees on the job and other persons who may be affected thereby;

(b) all the work and all equipment and materials to be incorporated therein, whether in storage on or off the sites; and

(c) other property at the sites or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities except as designated for removal, relocation or replacement as part of the work.

Contractor shall comply with all applicable federal, state and local safety laws and building codes.

2. Hallettsville shall discuss existing characteristics and conditions of electric lines and equipment that are related to the safety of the work to be performed at the pre-construction meeting.

3. Contractor shall provide Hallettsville with:

- (a) Access to contractor's Automatic Vehicle Locating (AVL) system, if available, to allow Hallettsville System Operators the ability to know the crew locations for safety reasons; and
 - (b) Copies of all Contractors' job briefings. These forms shall be given to Hallettsville's Contract Manager on a regular basis – but no less than weekly.
4. Hallettsville reserves the right to perform unannounced safety inspections of Contractor's crews working on Hallettsville's system.
 5. At the beginning of each workday or when the work location changes, Contractor's crew foremen shall send an email to Hallettsville indicating their crews' work location. The email shall be sent to Eugene Mikush, emikush@cityofhallettsville.org and Clint Taylor, PWDirector@cityofhallettsville.org
 6. Contractor's crews shall contact Hallettsville's Electric Superintendent for routine communications related to electric line construction work such as beginning or completing work for the day, obtaining or releasing hold cards, etc.

E. Communications

1. When working on Hallettsville's electric distribution facilities, Contractor's crews are expected to stay in close contact via radio and phone communication with Hallettsville's Electric Superintendent.
2. Contractor shall have adequate communications equipment in work vehicles so superintendent may contact each work crew at any time while working on Hallettsville's system.
3. Contractor shall equip his superintendent with a cellular telephone number(s) so that Hallettsville may contact him at any time throughout the duration of this contract.

F. Subcontracting and Subcontractors

The Contractor agrees that it will retain personal control and will give its personal attention to the fulfillment of this contract. The Contractor further agrees that subletting of any portion or feature of the Work or materials required in the performance of this contract shall not relieve the Contractor from its full obligation to Hallettsville as provided by this contract.

Subcontractors must be approved by Hallettsville's Project Manager prior to hiring or beginning any work. If Hallettsville's Project Manager judges any subcontractor to be failing to perform the work in strict accordance with the Plans, the Contractor, after due notice, shall discharge the same, but this shall in no way release the Contractor from its obligations and responsibility under this contract. Every subcontractor shall be bound by the terms and provisions of these Contract Documents as far as applicable to their work. Contractor's subcontract agreement shall provide that subcontractors shall assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the subcontractor's work, which the Contractor, by these Contract Documents, assumes toward the Hallettsville. The Contractor shall be fully responsible to Hallettsville for the acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City or Hallettsville.

G. Labor, Equipment, and Workmanship

1. All workmanship shall be of good quality and free from defects.

2. All equipment shall be designated to meet the applicable safety standards of federal, state, and local laws and regulations.
3. Contractor shall furnish proper tools and equipment and the services of all mechanics, laborers, and other employees necessary in the construction and execution of the work.
4. Employees of Contractor shall be competent and willing to perform the work required of them. Any employee who is disorderly, intemperate, incompetent, or who neglects or refuses to perform his work shall be discharged and shall not be re-employed except with consent of Hallettsville. Contractor shall discharge any employee found incompetent by Hallettsville.
5. Where applicable, Contractor shall not make any claim for an increase in the contract price by reason of jurisdictional disputes or other labor troubles of any kind by his employees, supplier, or manufacturer.
6. The Contractor shall guarantee the work which he does against defective materials and workmanship for a period of one (1) year from the date of a letter of final acceptance by Hallettsville. Should defective workmanship occur, the Contractor shall have seven (7) working days, after written notice of same is given to him by Hallettsville, to make any and all repairs at his own expense. If the Contractor fails to correct the defect within the seven (7) working days, then Hallettsville may make the necessary repairs and charge the Contractor with the actual cost of all labor, materials and equipment time required.

H. Materials

1. At or prior to the commencement of construction, Hallettsville shall make available to the Contractor an allotment of materials. The Contractor may, from time to time, receive additional allotments of materials from Hallettsville as needed.
2. The Contractor or his authorized representative will give to Hallettsville a receipt, in a form approved by Hallettsville, for all materials furnished by Hallettsville to the Contractor.
3. The Contractor shall ensure that all trucks arrive at Hallettsville's warehouse empty to load Hallettsville owned material. Prior to leaving Hallettsville's territory, all Hallettsville material shall be returned to Hallettsville's warehouse in a neat and orderly fashion to be accounted for by Hallettsville warehouse personnel.
4. The Contractor shall ensure that only Hallettsville issued material is used on any Hallettsville project.
5. Unless Hallettsville explicitly waives this requirement, the Contractor shall, at Contractor's expense, obtain a facility located within the Hallettsville service area to securely store materials. This area may also serve as Contractor's field office while working on this contract.
6. The Contractor shall not remove any material, including poles, from Hallettsville property without reporting all materials removed to Hallettsville's warehouse personnel.
7. Any costs associated with the handling of materials shall be included in the lump sum pricing.

I. Concrete

Concrete, where required, shall have a minimum compressive strength of 3500 psi at twenty-eight (28) days. Absolute water-cement ratio shall not exceed 0.45. Slump shall not exceed four (4)

inches without the approval of Hallettsville. Maximum nominal coarse aggregate size shall not exceed one (1) inch. A minimum of six (6) bags of cement per yard of mix shall be used.

Hallettsville shall be notified at time of bid if concrete cannot consistently be delivered and discharged within one (1) hour from introduction of water to cement. With these conditions, Hallettsville may require all water to be added at the jobsite.

Contractor shall be required to make a set of compressive test specimens, each set consisting of three (3) compressive test cylinders made in accordance with ASTM C31. One set of compressive test cylinders shall be taken from each concrete truck. The Contractor, through an approved qualified testing laboratory acceptable to Hallettsville, shall handle testing of the cylinders. All testing and re-testing costs shall be borne by the Contractor. Contractor shall require the laboratory to send the compressive tests reports to Hallettsville. One sample shall be tested at seven (7) days and one (1) at twenty-eight (28) days. The seven (7) day break shall yield at least 85% of minimum compressive strength. If not, it shall be considered a low break. In the event of a low break, one cylinder shall be held for a forty-five (45) day break. The Contractor shall identify low breaks.

J. Identification

Contractor's personnel shall at all times wear an article that clearly identifies the company the person is employed with. This may be a uniform, marked hardhat or other approved means.

Contractor shall have their vehicles marked as a "Hallettsville Contractor" using magnetic signs provided by Hallettsville. Magnetic signs shall be returned to Hallettsville any time Contractor anticipates leaving the Hallettsville service area for more than seven (7) consecutive days. All magnetic signs that are lost or damaged shall be replaced at the Contractor's expense at the current price of replacement. All discrepancies in determining damage responsibility shall be determined by the Project Manager.

K. Conformity with Plans

All work shall conform to the lines, grades, details and dimensions shown on the Plans. Prior to making any deviation from the Plans that may be required by the contingencies of construction will be determined and pre-authorized by, Contractor shall obtain written approval from the Project Manager or his designee in advance of the work being performed.

Hallettsville has adopted assembly units and construction standards ("Standards") that govern all construction/retirement and maintenance of its electric distribution system. The Standards are hereby made a part of this contract and are included in APPENDIX B, *Hallettsville Construction Unit Specifications*.

All construction shall conform to the latest edition of Hallettsville's Standards, which may be modified from time-to-time. Any proposed revisions to the Plans made by the Contractor must be submitted to the Project Manager for review and must be approved prior to proceeding with the work. Any work constructed that does not conform to Standards and to the Plans and without the explicit approval of the Project Manager, must be corrected at the Contractor's expense.

L. Rejected Work

All work deemed not in conformity with the Plans as determined by Hallettsville in its sole discretion, may be rejected by Hallettsville. Hallettsville's Project Manager may reject any work found to be defective or not in accordance with the Contract Documents, regardless of the stage of the work's completion or the time or place of discovery of such defects or inconsistencies and regardless of whether Hallettsville's Project Manager has previously accepted the work through

oversight or otherwise. Neither observations nor inspections, tests, or approvals made by Hallettsville's Project Manager, or other persons authorized under this contract to make such observations, inspections, tests, or approvals, shall relieve the Contractor from the obligation to perform the work in accordance with the requirements of all Contract Documents.

If the work or any part thereof is rejected by Hallettsville, it shall be deemed by Hallettsville's Project Manager as not in conformity with this contract. The Contractor, at the Contractor's expense, may be required, at Hallettsville's option, after notice from Hallettsville's Project Manager, to remedy such work so that it shall be in full compliance with the requirements of all Contract Documents. All rejected work or materials shall be immediately replaced by the Contractor, at the Contractor's expense, in order to conform with this contract.

The Plans show the locations of some surface structures, however, the location of many gas mains, water mains, conduits, sewers, etc. is unknown, and Hallettsville assumes no responsibility for failure to show any or all these structures on the Plans or to show them in their exact location. If applicable, it is mutually agreed such failure will not be considered sufficient basis for claims for additional compensation for extra work or for increasing the pay quantities in any manner whatsoever, unless the obstruction encountered is such as to necessitate changes in the routing of the electrical lines, or require the building of special work, provisions for which are not made in the Plans and Proposal, in which case, at the decision of the Project Manager, the provisions in these specifications for extra work may apply.

M. Locates

The Contractor shall exercise caution while working at a location where proposed construction crosses or comes into proximity with an underground telephone cable, gas line, waterline, sewer line or any other utility line. EXTREME CAUTION shall be taken when working around petroleum pipeline or high-pressure gas lines.

It shall be the Contractor's responsibility to contact Texas811 and any other utility that does not subscribe to Texas811 at least two (2) working days (excluding Saturday, Sunday and Holidays) prior to construction and obtain exact location of all underground utility lines and appurtenances where possibility of a conflict exists. Damage to utilities or appurtenances within and outside the limits of construction shall be repaired at the Contractor's expense. The Contractor will be responsible for all re-locates once the initial locates expire.

It is the Contractor's responsibility to notify and coordinate any repair of utilities required for the proper construction of this project.

Within twenty-four (24) hours of the Contractor causing damage to any underground utility lines or appurtenances, the Contractor's crew foremen shall send an email to Hallettsville indicating location of the damaged equipment, the name of the damaged facility's owner, the status of the damage, and the Texas811 ticket number. The email shall be sent to Eugene Mikush emikush@cityofhallettsville.org and Clint Taylor, PWDirector@cityofhallettsville.org.

All costs associated with utility locates shall be included in the lump sum pricing.

N. Local Conditions

The Contractor indicates that he has visited the City of Hallettsville service area and thoroughly and adequately informed himself of all conditions and factors which would affect (1) the prosecution and completion of the work, (2) availability and cost of labor, and (3) facilities for

transportation, handling, and storage of materials and equipment. Further, it is understood and agreed that all such factors have been properly investigated and considered by Contractor. Hallettsville will permit no claims for financial adjustment to any contract awarded for the work, which are based on the lack of such prior information or its effect on the cost or completion of the work.

O. Special Conditions

1. Permits And Right-Of-Way

Hallettsville will provide all necessary rights-of-way for the purpose of construction without cost to the Contractor by securing permits in areas of public dedication or by obtaining easements across privately owned property. It shall be the responsibility of the Contractor, prior to the initiation of construction on easements through private property, to inform the property owner of his intent to begin construction. Before beginning construction in areas of public dedication, the Contractor shall receive written permission from the AHJ in the area at least forty-eight (48) hours prior to initiation of the work.

2. Property Lines and Monuments

The Contractor shall protect all property corner markers. When any such marker or monuments are in danger of being disturbed, they shall be properly referenced and if disturbed shall be reset at the expense of the Contractor.

3. During Construction

During construction of the work, the Contractor shall, at all times, keep the worksite and adjacent premises as free from material, debris, and rubbish, as is practicable, and shall remove same from any portion of the site, if in the opinion of Hallettsville, such material debris, or rubbish constitutes a nuisance or is objectionable.

The Contractor shall remove from the site all of his surplus materials and temporary structures when no longer needed.

4. Accidents

The Contractor must report in writing to Hallettsville all accidents which caused death, personal injury, or property damages, arising out of, or in connection with the performance of the work, whether on or adjacent to the site, giving full details and statements of witnesses. In addition, if death, other serious injuries or serious damages are caused and after contacting 911 or other appropriate first responder, the Contractor shall report the incident to the Project Manager or to Hallettsville System Operations by telephone at 361-798-2201 from 7:00 a.m. to 4:00 p.m. Monday thru Friday, After Hours 361-798-2121 or by Hallettsville radio.

If any claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to Hallettsville giving full details of the claim.

5. Protection Of Trees

No trees shall be cut except upon the specific authority of Hallettsville. Trees adjacent to the work shall be protected from all damage by the construction operations. The City of Hallettsville shall perform all tree trimming required for this project.

6. Removal of Trees, Fences, Etc.

Removal of trees, stumps, brush, etc. including disposal will be measured and paid for as provided in the proposal, or as directed by the Project Manager. Fences within the right-of-way of this project shall be kept in good repair and closed at all times, except when it is necessary to move machinery and equipment through the fence. Gates shall be closed immediately after use. When the project is complete, the Contractor shall repair all fences and gates that have been moved or damaged as a result of construction. Fences shall be left in repair equal to or better than the original condition. No compensation shall be made by Hallettsville for this work.

Where surface drainage channels are disturbed or blocked during construction, they shall be restored to their original condition of grade and cross section after the work is completed. No compensation shall be made by Hallettsville for this work.

7. Existing Structures

Where applicable the plans show the locations of all known surface and subsurface structures. However, Hallettsville assumes no responsibility for failure to show any or all surface and subsurface structures on the plans, or to show them in their exact location. It is mutually agreed that such failure shall not be considered sufficient basis for claims for additional compensation for extra work or for increasing the pay quantities in any manner whatsoever, unless the obstruction encountered is such as to necessitate changes in the lines or grades, or requires the building of special work, provisions for which are not made in the plans and proposal, in which case the provisions in these specifications for extra work shall apply.

8. Construction in Texas Highway Department Right-Of-Way

Where the work encroaches upon any right-of-way of the Texas Highway Department, Hallettsville will secure the necessary permits for the work. Where highways are crossed, the Contractor shall observe all the regulations and instructions of the Texas Highway Department as to methods of doing the work, or precautions for OSHA of property and the public. All negotiations with the Texas Highway Department, except for permits, necessary to complete the work shall be made by the Contractor. The Texas Highway Department shall be notified by the Contractor not less than five (5) days prior to the Contractor's intention to begin work. All costs associated with TxDOT coordination shall be included in the lump sum pricing.

9. Barricades, Lights and Watchmen

Where the work is carried on in or adjacent to any street, alley or public place, the Contractor shall at his own cost and expense furnish and erect such barricades, fences, battery type flasher-markers and danger signals, shall provide such watchmen, and shall provide such other precautionary measures for the protection of persons or property and of the work as are necessary. UNLESS OTHERWISE INDICATED, ALL SIGNS, BARRICADES, AND TRAFFIC CONTROL DEVICES SHALL BE PLACED AND MAINTAINED IN ACCORDANCE WITH THE LATEST EDITION OF THE TEXAS MANUAL FOR UNIFORM TRAFFIC CONTROL DEVICES (MUTCD). From sunset to sunrise, the Contractor shall furnish and maintain at least one battery type flasher-marker at each barricade and sufficient number of barricades shall be erected to keep vehicles from being on or into any work under construction. The Contractor shall furnish watchmen in sufficient numbers to protect the work.

The Contractor will be held responsible for all damage to the work due to failure of barricades, signs, lights, and watchmen to protect it, and whenever evidence is found of such damage, Hallettsville may order the damaged portion immediately removed and replaced by the

Contractor at his cost and expense. The Contractor's responsibility for the maintenance of barricades, signs and lights, and for providing watchmen shall not cease until the work shall have been accepted by Hallettsville.

During the prosecution of the work, the Contractor shall obstruct public travel as little as possible and in no case shall there be less than twelve (12) feet in width of unobstructed roadway for the use of traffic. Materials and equipment shall not be stored in or near the path of traffic. All costs associated with the installation and removal of barricades, lights, and watchmen shall be included in the lump sum pricing.

10. Traffic Control Plans

The Contractor shall furnish all traffic control plans approved, in advance, by the AHJ, traffic management, traffic control and pedestrian and vehicular safety barricading, coning, fencing, warning, danger and detour signs, hazard and flood lighting, as required by the governing authority.

Regarding traffic control, the Contractor is to coordinate with the City and local police for all required traffic control on City streets. The Contractor is responsible for the traffic control requirements for all work within and near the Right-of-Way of all TxDOT highways and roads. Any costs associated with traffic control shall be included in the lump sum bid pricing.

Approved traffic control plans shall be in the possession of the Contractor on site during all work within TxDOT right of way.

11. Salvaged Materials

This construction will include the retirement of approximately 0.4 miles of #4 HDCU and #6 HDCU overhead distribution conductor. This construction will also include the retirement or removing of crossarms and hardware but will include the transferring of the security or street lights, transformers, and other equipment such as capacitors and reclosers to the new poles. All poles designated to be retired will be retired and the existing communication contacts are to be transferred to the new poles. (See Alternative Bid later in this section.) All retired poles and pole pieces shall be disposed of by the Contractor. All retired material that can be recycled such as wire, metal, and metal hardware shall be returned to the City to a designated location specified for this purpose. All other retired material that is unusable and not recyclable will be returned to the City to a designated location for the purpose of disposal. Any costs associated with the returning of the retired material or disposing of the retired material shall be included in the lump sum bid pricing.

12. Waste Disposal

The Contractor is responsible for the legal disposal of scrap material, including wood poles, cross arms, braces, insulators and miscellaneous materials. All fees associated with disposal of waste materials from Hallettsville project sites shall be included in the lump sum pricing.

Contractor will comply with all laws, policies, rules and regulation of the United States, State of Texas, Lavaca County, the City of Hallettsville and any other AHJ with regard to the operation of the landfill and disposal of solid waste, including but not limited to the requirements that Contractor's employees on the landfill premises wear a hard hat.

13. Clean-Up

Contractor shall maintain order of the materials, and tools neatly organized, and remove waste materials from the jobsite daily as necessary to maintain the jobsite in a clean and orderly

condition. On a daily basis, Contractor shall restore to a satisfactory condition (as found or better) any land which has been disturbed and shall remove from the jobsite all temporary structures, tools, machinery, debris, and waste from the worksite. If Contractor fails to perform a proper restoration and cleanup within two (2) working days after receiving Hallettsville's instruction to do so, Hallettsville may proceed with the cleanup and may bill the cost of doing so to the Contractor.

14. Final Clean-Up

Upon completion of the work and before acceptance and any applicable final payment, the Contractor shall clean, remove rubbish, unused materials, spoils and temporary structures from the limits of the project and restore in a manner acceptable to the Project Manager, all property, both public and private, that has been damaged during the prosecution of the work. Further, Contractor shall level and grade all portions of the work where the surface of the natural ground or street surface has been disturbed during construction. Contractor shall leave the site of the work in a neat and presentable condition, free from ruts and holes.

Material cleared from the limits of the project and deposited on adjacent property will not be considered satisfactory unless prior approval is obtained from the property owner involved, and the work is accomplished to the satisfaction of Hallettsville.

If Contractor obtains a facility to store Hallettsville provided materials, at completion of the project no Hallettsville materials (to include scrap or salvage material) will be left at the facility.

15. Liens

The Contractor shall deliver to Hallettsville a complete release of all liens arising out of this Contract or an affidavit that, so far as he has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed; but the Contractor may, but only at the discretion of Hallettsville, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to Hallettsville, to indemnify Hallettsville against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund/pay to Hallettsville all monies that Hallettsville may be compelled to pay in discharging such a lien, including all costs and reasonable attorney's fees.

16. Workmanship/Warranty

Contractor warrants to Hallettsville that the completion of the work, including all deliverables, materials and equipment furnished, shall: function for the intended purposes and meet the requirements of this Agreement; utilize new materials and equipment unless otherwise specified in this Agreement; and be, of good quality, in conformance with this Agreement and free of defects in materials and workmanship.

17. Warranty, Correction of Defective Work

Contractor agrees to correct any work that is found to not be in conformance with the plans and Hallettsville Construction Standards, within a period of one (1) year from the date of completed performance of the work or any portion of the work, or within such longer period to the extent required by any specific warranty included in this Contract.

Contractor shall, within seven (7) days of receipt of written notice from Hallettsville that the work is not in conformance with this agreement or violates the warranties stated herein, take meaningful steps to commence correction of such nonconforming work, including the correction, removal or replacement of the nonconforming work and any damage caused to other

parts of the work affected by the nonconforming work, including damage to other work or property resulting from the required repairs or replacement.

If Contractor fails to commence the necessary steps within such seven (7) day period, Hallettsville, in addition to any other remedies provided under this agreement, may provide Contractor with written notice that Hallettsville will commence correction of such nonconforming work with its own forces or third-party contractor. If Hallettsville does perform such corrective work, Contractor shall be responsible for all reasonable costs incurred by Hallettsville in performing such correction plus reasonable overhead and profit on such costs. If the nonconforming work creates an emergency involving life safety or negative impact to the public such as impeding the flow of traffic then Hallettsville shall provide an immediate response. The one (1) year period referenced herein applies only to Contractor's obligation to correct nonconforming work and is not intended to constitute a period of limitations for any other rights or remedies Hallettsville may have regarding Contractor's other obligations under this Contract.

18. Private Property Access

The Contractor shall not enter upon or use private property except as allowed by easements shown on the Contract Documents or if the Contractor obtains specific written permission from the property owner.

19. Company Logo

All equipment, uniforms, and hardhats used on the project shall be clearly marked with the Contractor's name and Logo.

20. Customer Relations

Advance Notice of Impending Work

Whenever possible, customers will be given at least 2 days advance notice of impending work on their property. A Contractor representative will attempt to visit with customers in person. When residents are unable to be contacted, a Contractor supplied door hanger will be left by the Contractor to advise owners/tenants of impending work.

Entering a Property

Immediately after entering a property, the Contractor's representative will attempt to advise the customer that Contractor personnel are about to commence work. This procedure will always be followed notwithstanding any previous verbal or door hanger notification.

Advance Notice of Outages

Whenever possible, customers will be given at least 2 days advance notice of impending outages. A Contractor representative will attempt to visit with customers in person. When residents are unable to be contacted, a Contractor supplied door hanger will be left by the Contractor to advise owners/tenants of impending work.

Immediately before taking an outage, the Contractor's representative will attempt to advise all customers who will be impacted by the outage. **This procedure will always be followed notwithstanding any previous verbal or door hanger notification.**

Customer Problems and Disputes

The Contractor will avoid disputes with customers concerning work to be performed, property access, etc. When such problems develop and the necessary work cannot be completed without

incident, crews will discontinue any work underway and leave the property. The Contractor shall then work with the Project Manager to resolve disputes.

Customer Owned Property

The Contractor will not use or handle customer's private property except when articles must be moved to avoid damage. The Contractor shall seek property owner permission prior moving such items. Any items so moved will be returned to their original locations prior to the Contractor's departure from the property.

Restoration of Work Site

No trash or debris will be left in any work areas. Any substances spilled on the ground; Contractor shall restore the work site to a satisfactory condition (as found or better).

III. HALLETTSVILLE'S RESPONSIBILITIES AND RIGHTS

A. Communications with Contractor

All communications between Hallettsville with Contractor pertaining to performance of the work will be issued through the Project Manager or his designee.

B. Right-of-Way Clearing

All major right-of-way clearing (including trees, brush, etc.) will be the responsibility of Hallettsville. Contractor shall make all initial contacts with landowners, citizens and customers regarding right-of-way clearing and shall coordinate in advance with Eugene Mikush emikush@cityofhallettsville.org and Clint Taylor, PWDirector@cityofhallettsville.org.

C. Hallettsville's Right to Correct or Complete Work

If Contractor should neglect to correct or complete the work properly or fail to perform any provision of this contract, Hallettsville (after seven (7) working days written notice to Contractor) may without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor, including the actual cost of all labor, materials and equipment time required.

D. Authority of the Project Manager

All work shall be performed under the supervision of the Project Manager in a workmanlike manner and to his satisfaction and in accordance with the contract, plans and specifications. Project Manager shall decide all questions which arise as to the quality and acceptability of the Contractor's work performed, manner of performance, rate of progress of the work, sequence of the construction, interpretation of the plans and specifications, acceptable fulfillment of the contract, compensations, and suspension of the work. He shall determine the amount and quality of the work performed. His decisions and estimates shall be final. When applicable, his estimate of the amount of work satisfactorily completed shall be a condition precedent to the right of the Contractor to receive money due him under the contract.

IV. LIQUIDATED DAMAGES FOR FAILURE TO COMPLETE ON TIME

The time of completion is the essence of this contract. For each calendar day that any work shall remain uncompleted after the time specified in the proposal and the contract, or the increased time granted by Hallettsville, or as equitably increased by additional work or materials ordered after the contract is signed, the sum per day given in the following schedule, unless otherwise specified in the special provisions, shall be deducted from the monies due the Contractor:

<u>Amount of Contract</u>	<u>Amount of Liquidated Damages</u>
Less than \$5,000	\$100.00/Day
\$5,000.00 to \$14,999.99	\$250.00/Day
\$15,000.00 to \$24,999.99	\$350.00/Day
\$25,000.00 to \$49,999.99	\$450.00/Day
\$50,000.00 to \$99,999.99	\$500.00/Day
\$100,000 to \$1,000,000	\$750.00/Day
More than \$1,000,000	\$1,000.00/Day

The sum of money thus deducted for such delay, failure or non-completion is not to be considered as a penalty, but shall be deemed, taken and treated as reasonable liquidated damages, per calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work. The said amounts are fixed and agreed upon by and between Hallettsville and the Contractor because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages Hallettsville in such event would sustain; and said amounts are agreed to be the amount of damages which Hallettsville would sustain and which shall be retained from the monies due, or that may become due, the Contractor under this contract; and if said monies be insufficient to cover the amount owing, then the Contractor or his surety shall pay any additional amounts due.

Completion date: September 25, 2026.

TECHNICAL SPECIFICATIONS

I. OWNER-FURNISHED MATERIALS

The Bidder understands and agrees that, if this Proposal is accepted, the Owner will furnish all materials shown on the unit drawings. The materials referred to are to be picked up by the Contractor at the City either: 1) for hardware - 401 East Second Street, Hallettsville, TX 77964 and 2) for poles 725 South Promenade, Hallettsville, TX 77964. Any transporting costs are to be included in the lump sum bid pricing by the Contractor. It is the responsibility of the Contractor to pick up and move to the job site any material that may be required. All costs associated with the material movement are to be borne by the Contractor.

Materials, if any, not required for the Project, which have been furnished to the Bidder by the Owner or delivery of which has been accepted by the Bidder on behalf of the Owner, shall be returned to the Owner by the Bidder upon Completion of Construction of the Project.

The Owner shall not be obligated to furnish materials in excess of the quantities, size, kind, and type set forth in the attached unit drawings. If the Owner furnishes, and the Bidder accepts, materials in excess thereof, the values of such excess materials shall be their actual cost as stated by the Owner.

II. CONTRACTOR-FURNISHED MATERIALS

Note that a majority of the materials are to be provided by the City of Hallettsville.

However, all materials and equipment required in the construction of this construction project, except those materials specifically being furnished by Hallettsville, are to be furnished by the Contractor, and shall become the property of Hallettsville when erected in place. It shall be the responsibility of the Bidder to review and ascertain that the quantities of materials to be provided by the Owner are sufficient, and furnish hereunder any additional materials and equipment required to provide the desired construction. All materials supplied shall be new, of high quality, and of modern design. They shall be carefully packaged for shipment to prevent damage enroute. The Contractor shall be responsible for any equipment damaged, lost, or stolen until the material is installed and accepted by Hallettsville.

All materials and equipment shall meet the applicable standards of the N.E.M.A., A.S.A., I.E.E.E., A.S.T.M., and E.E.I. Items of material may in some cases be specified herein by a manufacturer's catalog number or type. This is not intended to limit the Contractor to this particular manufacturer's item, but rather to more fully identify the materials desired and to specify quality, workmanship, specifications or dimensions. Where other manufacturer's equipment is offered as an "or equal" item, the Engineer's evaluation shall be final. Where a manufacturer's catalog number or type is not specified, the Bidder shall furnish only such materials and equipment as are included in the current "List of Materials Acceptable for Use on Systems of RUS Electrification Borrowers."

Prior to the ordering of materials, the successful Contractor shall submit to the Engineer for approval a complete tabulation of the manufacturer and catalog number or type of the material items the Contractor proposes to furnish.

Where there develop shortages of materials provided herein, either from miscalculation, omission, other than misuse by the Bidder, the Contractor will be required to furnish these items. If the Bidder's misuse causes breakage, the Bidder will be required to replace the material at the Bidder's expense.

The Contractor will purchase all materials and equipment (other than Owner-furnished materials) outright and not subject to any conditional sales agreements, bailment, lease or other agreement

reserving unto the seller any right, title or interest therein. All such materials and equipment shall become the property of Hallettsville when erected in place. For this project, the Contractor shall only furnish the steel casing required for the steel encased bores and all miscellaneous materials including, but not limited to, concrete, asphalt, back fill material, and water. The Contractor shall include any material costs in their lump sum pricing.

Contractor shall follow procedures for tax exempt purchases as per the Standard Form of Agreement.

III. MOBILIZATION

A. PART 1 – GENERAL

1. Description

This item shall govern for the establishment of office and other facilities at the project site and the movement of personnel, construction equipment and supplies to the project site or to the vicinity of the project site in order to enable the Contractor to begin work on the other contract items that will be performed by the Contractor. The cost of the payment bond, performance bond, and insurance can be included in the lump sum pricing.

IV. EXCAVATING, TRENCHING, AND BACKFILLING

All excavation will meet the most current OSHA Regulations. See TRENCH SAFETY for trench safety requirements.

A. PART 1 – GENERAL

1. Description

The work to be performed under this Specification shall consist of furnishing all labor, equipment and materials and performing all operations in connection with the excavating, trenching, and backfilling for electric conduit and equipment as shown on the plans and as specified herein.

2. Measurement and Payment

All trench excavation, backfill and compaction are included in this pay item. Payment for this item shall be included in the lump sum price laid in the Proposal for each size of trench at their respective depths. This lump sum price shall be full remuneration for performing the trench and backfill complete including grading, bell holes, sheeting, dewatering, tamping, and water soaking; and all equipment, labor, materials, power, teams, tools, and transportation necessary or incidental thereto; but not including tunneling, or boring, all of which will be paid for extra.

B. PART 2 – PRODUCTS

1. Testing Requirements

Compaction tests for all backfill may be required for every 200 linear feet of trench and for each 12 inches vertically. Density tests, shall be measured as one unit for each test. The Owner shall pay for Geotechnical tests ordered that meet the requirements of the plans and specifications. Failed tests shall be charged to the Contractor. All compaction shall be a minimum of 95% standard density.

C. PART 3 – EXECUTION

1. Construction Methods

a. Control of Water

Provide sufficient pumping equipment, in good working order, available at all times to remove any water that accumulates in excavations. When the excavation crosses a drainage pathway, the contractor shall provide for means of alternate drainage. The discharge of dewatering equipment shall not cause damage to private or public property.

b. Sheeting, Shoring, and Bracing

See TRENCH SAFETY.

In caving ground, or in wet, saturated, or flowing materials, the contractor shall sheet, shore, or brace the sides of the trench so as to maintain the excavation properly in place. When excavations are made adjacent to existing building or other structures or in paved streets, particular care must be taken to adequately sheet, shore, and brace the sides of the excavation to prevent undermining of, or settlement beneath, the structures or pavement. Underpinning of adjacent structures or pavement shall be done by the Contractor at the Contractor's own cost and expense, in a manner satisfactory to the Engineer and when required by the Engineer. The pavement shall be removed, the void satisfactorily refilled and compacted, and the pavement replaced by the Contractor. The entire expense of such removal and subsequent replacement thereof shall be borne by the Contractor. Sheeting, shoring, and bracing shall not be left in place, unless otherwise provided for in the contract or authorized by the Engineer. The removal of sheeting, shoring and bracing shall be done in such a manner as not to endanger or damage either new or existing structure, private or public properties, and so as to avoid cave-ins or sliding of the banks. All holes or voids left by the removal of the sheeting, shoring, or bracing shall be immediately and completely filled and compacted with suitable materials.

c. Guarantee

- i. Guarantee the backfilling of excavation and trenches against settlement for a period of one (1) year after the final completion of the contract under which the work is performed.
- ii. Make all repairs or replacements made necessary by settlement, including refilling, compacting, and reseeding or resodding the upper portion of the ditch and repairing broken or settled pavements, driveways, and sidewalks within five (5) days after notice from the Engineer.

d. Preparation

i. Site Preparation

Prepare the construction site for construction operations by removing and disposing of all obstructions and objectionable materials in accordance with contract documents.

- ii. Alignment, Grade, and Minimum Cover
 - 1. General

The electrical conduit shall be laid and maintained to lines and grades established by the plans and specifications with fittings, manholes, pull boxes and equipment pads at the required locations, unless otherwise pre-approved by the Engineer.
 - 2. Cut sheets shall be provided to the Hallettsville Inspector. The contractor shall determine the alignment and grade or elevation of the conduit from offset stakes. Offset stakes shall be placed every 100 feet. The contractor shall also provide a continuous chalk line along the alignment of the trench for use by the operator of the excavating equipment. The contractor shall provide a laser beam and grade pole to assist in grading the ditch to the proper elevation.
 - 3. Where conduit grades or elevations are not definitely fixed by contract drawings, trenches shall be excavated to a depth sufficient to provide a minimum depth of backfill cover over the conduit. Greater pipe cover depths may be necessary for clearance beneath existing pipes, conduits, drains, drainage structures, or other obstructions encountered at normal pipe grades. Measurement of conduit cover depth shall be made vertically from the outside top of pipe to finished ground or pavement surface elevations.
- iii. Prior Investigation

Prior to excavation, investigation shall be made to the extent necessary to determine the location of existing underground structures and conflicts. Care should be exercised by the Contractor during excavation avoid damage to existing structures.
- iv. Unforeseen Obstructions

When obstructions that are not shown on the plans are encountered during the progress of work and interfere so that an alteration of the plans is required, the Engineer will alter the plans or order a deviation in line and grade or arrange for removal, relocation or reconstruction of the obstructions.
- v. Clearance

When crossing existing pipelines or other structures, alignment and grade shall be adjusted as necessary, with the approval of the Engineer, to provide clearance as required by federal, state or local regulations or as deemed necessary by the Engineer to prevent future damage or contamination of either structure.
- e. Excavation

All excavation shall meet the most current OSHA regulations.

 - i. Classification

Excavation of trenches for conduit is unclassified. Soils will be classified utilizing OSHA Standards and Regulations. The Contractor shall assume that the site contains the worse type of soils and make provisions for shoring the work area.

ii. Trench Excavation

1. General

The trench shall be excavated to the required alignment, depth and width and in conformance with all federal, state and local regulations for the protection of the workmen.

2. Trench Preparation

- a) Trench preparation shall proceed in advance of conduit installation for only as far as conduit will be laid that day.
- b) The contractor shall keep the trench dry from both storm water and seepage from the sides of the trench. Discharge from any trench dewatering pumps shall be conducted to natural drainage channels, storm sewers or a pre-approved reservoir. Do not discharge into any municipal sewer system without municipal approval. The contractor shall be responsible for cleaning any storm drain system, which was used for dewatering discharge.
- c) Excavated material shall be placed in a manner that will not obstruct the work nor endanger the workmen, obstruct sidewalks, driveways, or other structures and shall be done in compliance with federal, state, or local regulations.

3. Pavement Removal

Removal of pavement and road surfaces shall be a part of the trench excavation, and the amount removed shall depend upon the width of trench required for installation of the conduit and the dimensions of area required for the installation of equipment pads, manholes or other structures. The dimensions of pavement removed shall not exceed the dimensions of the opening required for installation of conduit, equipment pads, manholes and other structures by more than 12 inches in any direction, unless otherwise required or pre-approved by the Engineer.

4. Subgrade in Earth

- a) Where a firm and stable foundation for the conduit can be obtained in the natural soil, and where special embedment is not shown on the plans, or specified herein, carefully and accurately trim the bottom of the trench to fit the lower portion of the conduit barrel. The bottom of the trench shall be firm, stable and free of standing water.
- b) If water is allowed to collect in an originally dry trench after a reasonable time has passed to complete the embedment of the conduit, as determined by the Engineer, the contractor shall place a minimum of four inches of clean rounded pea gravel in the ditch and pump out all accumulated water before placing the conduit. No deleterious materials will be allowed in the gravel. No extra compensation will be allowed for this work.
- c) Where wet, soft, or spongy material is encountered in the excavation at subgrade level, the contractor shall remove such material at the direction of the Engineer and replace it with crushed stone of sufficient quantity such that when fully compacted, the subgrade is firm and stable.

5. Subgrade in Rock

- a) When excavation of rock is encountered, all rock shall be removed to provide a clearance of at least six inches below and on each side of all conduit. When excavation is completed, the proper embedment material shall be placed on the bottom of the trench to the previously mentioned depths, leveled and tamped.
- b) These clearances and bedding procedures shall also be observed for pieces of concrete or masonry and other debris or subterranean structures, such as masonry walls, piers or foundations that may be encountered during excavation.
- c) The installation procedures specified in this section shall be followed when gravel formations containing loose boulders greater than eight inches in diameter are encountered.
- d) In all cases, the specified clearances shall be maintained between the bottom of all conduit and appurtenances and any part, projection or point of rock, boulder or stones of sufficient size and placement, which, in the opinion of the Engineer, could cause a fulcrum point.

f. Backfilling

i. General

- 1. The Contractor shall not begin backfilling until approval has been obtained from the Inspector. Backfilling includes refilling and consolidation of the fill in trenches and excavations up to the natural ground surface or road grade.
- 2. Backfill shall be accomplished in accordance with the specified laying condition as shown on the plans.

ii. Backfill Material

- 1. All backfill material shall meet latest edition of ASTM D2321 unless otherwise specified by the Engineer.
- 2. If excavated material is indicated on the drawings or specified for backfill, and there is a deficiency due to a rejection of part thereof, the contractor shall provide the required amount of sand, gravel or other pre-approved material.

iii. Do not leave trenches open overnight without backfilling to the natural ground level. Steel plates (one-half inch in thickness) may be used to cover open trenches only with the approval of the Engineer.

iv. Compaction

Compaction shall be a minimum of 95% standard density.

V. EROSION AND SEDIMENTATION CONTROL

A. PART 1 – GENERAL

1. Description

The work covered by this section consists of the installation and maintenance of all erosion siltation control devices, wash down areas, or seeding and sodding applications necessary to effectively prevent storm water pollution of adjoining or downstream areas that may occur as a direct or indirect result of the construction of this project. The contractor is responsible for creating and maintaining the storm water pollution prevention plan by utilizing the base sheets and narrative provided in the bid documents. The contractor is also responsible for submitting the Notice of Intent (NOI) and Notice of Termination (NOT) and conducting inspections as required by the Texas Commission on Environmental Quality (TCEQ.) The required forms for these activities are included in the bid documents.

The engineer will provide:

- a. Base Sheets for Erosion Control Plan (ECP)
- b. The Narrative for the Storm Water Pollution Prevention Plan (SWPPP) (if required)

The contractor will generate, submit, and maintain the:

- a. ECP
- b. SWPPP (if required)
- c. NOI (if required)
- d. NOT (if required)

2. Measurement and Payment

Erosion and Sediment Control is measured as a lump sum item.

The work and materials as prescribed by this item will be paid on the following schedule:

- a. ECP Install – To be paid when the erosion control plan is fully detailed and implemented, the NOI (if required) is submitted to both TCEQ and the City Inspector, and all of the initial erosion control devices have been installed and are in working order. This includes the maintenance of erosion control devices during the course of construction.
- b. ECP Removal – to be paid at the completion of construction when the site is stabilized, the NOT is submitted to both TCEQ and the City Inspector and all erosion control devices are removed from the site.

3. Submittals

- a. The contractors shall submit the initial erosion control plan along with the NOI (if required) prior to receiving a notice to proceed.
- b. If required, the Contractor is responsible for filing a “Notice of Intent” (NOI). The contractor shall comply with all TCEQ and EPA regulations and pay the filing fees associated with the regulations. Fees associated with these regulations are subsidiary to the bid item Storm Water Prevention. The forms are available at:

<http://www.tceq.state.tx.us/assets/public/permitting/waterquality/forms/20022.pdf>
<http://www.tceq.state.tx.us/assets/public/permitting/waterquality/forms/20023.pdf>
- c. Said NOI must be postmarked two days before construction begins. NOIs and NOTs shall be submitted to the address shown on the forms. It is the Contractor’s responsibility to file and provide the owner a copy of the Notice of Termination (NOT) at the completion of the project.

B. PART 2 – EXECUTION

1. General

- a. It is the responsibility of the Contractor to utilize whatever techniques are necessary to address erosion problems as they occur during construction.
- b. Siltation control and sediment trapping devices shall be installed prior to site clearing, grading or utility construction operations. All devices should be positioned so as to effectively remove silt from storm water before it leaves the site. Of particular concern, are gravel or stone blankets placed at construction traffic exits and entrances. These controls should be closely monitored to see that they trap sediment before it reaches the existing street and drainage system.
- c. Construction activities should be phased to expose a minimum of graded area at one time. Earth exposed by the construction process shall be re-vegetated every two weeks until vegetation is established. Re-vegetation shall require seeding, hydro-mulching or sodding. Fresh growth of vegetation shall eliminate the need for additional re-vegetation but does not constitute stabilization.
- d. Should a construction process remove any portion of the perimeter controls, the controls should be replaced in accordance with the TCEQ guidelines. Prior to the completion of the project, all bare areas shall be re-vegetated with a cellulose fiber hydro-mulch seeding process or sodded.
- e. Siltation control devices placed at storm drain inlets and culverts shall be removed by the Contractor once the site has been stabilized.

2. Maintenance and Inspection

- a. The contractor shall become familiar with the erosion control requirements of TCEQ. The site superintendent, or representative, shall make a visual inspection of all structural and/or natural controls and newly stabilized areas as required by TCEQ, especially after a rainfall

to ensure that all controls are maintained and properly functioning. Any damaged controls shall be repaired prior to the end of the work day, including re-seeding and mulching or re-sodding if necessary. All inspections shall be documented with a written report. Reports shall include the effectiveness of erosion control measures, construction activities conducted since the last report and their location. Reports shall be maintained by the Contractor along with the Erosion Control Plan per the TCEQ guidelines.

- b. The contractor is responsible for the ECP. The contractor shall continuously update the plan with all changes. Areas already stabilized shall be noted on the plan. All sediment trapping devices shall be installed as soon as practical after the area has been disturbed (never more than 14 days). All sediment trapping devices shall be cleaned when the sediment level reaches 25% capacity. Sediment shall be disposed of by spreading on site or hauling away if not suitable for fill.
- c. The Contractor shall be responsible for any and all materials, improvements, and maintenance activities necessary to keep dust, silt, and mud from leaving the work zone, including being tracked by vehicles traveling throughout the zone.
- d. Should, in the opinion of the Owner, the Contractor fail to prevent the escape of dust or contain silt and mud within the project, after due notification by the City Representative, Owner forces will be used to clean up those affected areas, and the cost of same will be deducted from the contract.
- e. Prior to Substantial Completion, the Contractor shall verify that no dust, silt, or mud exists within the work zone in deposits deeper than two inches as a result of the contractor's containment procedures. Should the Contractor claim final completion without removing such deposits, they will be removed by Owner forces and the cost of which shall be deducted from the contract.

VI. TRENCH SAFETY

A. PART 1 – GENERAL

1. Description

The work specified under this section requires the Contractor to provide for the safety of the workmen in strict compliance with 29 CFR Part 1926 1993 (Revised as of July 1, 1996 of latest Edition or Revision to) Excavations and Applicable Subparts. The submission of a "TRENCH SAFETY PLAN" which shall fully satisfy the requirements of this specification is required prior to a notice to proceed to start the project.

2. Measurement and Payment

a. Measurement

Measure "Trench Safety" as shown on the bid proposal. Shoring of trench at manholes and other unusual structures to be included in this cost.

b. Payment

Pay for "Trench Safety" as shown on the bid proposal. Payment to be full compensation for all work described herein. There will be no increase in the Contract price because of the incorporation of CONTRACTOR's Trench Safety Plan or CONTRACTOR's detailed plans and specifications for the trench safety system into the bid documents and the

Construction Contract. There will be no increase in the Contract price because of modifications to CONTRACTOR's plan and/or the CONTRACTOR's detail plans and specifications for the trench safety system, whether or not the result of unforeseen or differing site or soil conditions.

"Trench Safety Plan" shall be included as part of the "Trench Safety" bid item and shall not be paid for as a separate pay item.

3. Submittals

a. Certificates

Submit manufacturer's "Certificate of Compliance" stating that the devices (trench boxes, speed shoring, etc.) to be used for trench safety comply with the requirements of this specification. The certificate should show the design assumptions and limitations of the device and should be sealed by an engineer registered and licensed to practice in the state of Texas.

b. Trench Safety Plan

Submit a detailed TRENCH SAFETY PLAN for all work areas. Calculations shall be provided for any areas beyond the capacity of the trench box or speed shoring and sealed by an engineer registered and licensed to practice in the state of Texas. This plan shall include evacuation routes for personnel.

c. Competent Person

Contractor shall have a "Competent Person" with regard to OSHA standards, on site at all times. Competent person is generally defined as an individual who, by training and experience, is knowledgeable of applicable standards, capable of identifying hazards, is designated by the employer, and has the authority to take actions as needed. Contractor shall provide written proof showing the competent person(s) for the work being performed.

B. PART 2 – PRODUCTS

1. Materials

a. Materials

i. Timber

Trench sheeting materials shall be full size, a minimum of two inches in thickness, solid and sound, free from weakening defects such as loose knots and splits.

ii. Sheet Piling

Steel sheet piling shall conform to one or more of ASTM A328/328M, ASTM A572/A572M/ ASTM A690/A690M material requirements.

iii. Structural Steel

Steel for stringers (wales) and cross braces shall conform to ASTM A588.

iv. Trench Boxes

Steel trench Boxes to be constructed of steel conforming to ASTM A36/A36M. Connecting bolts used to conform to ASTM A307. Welds shall conform to the requirements of AWS D1.1.

v. Miscellaneous

Miscellaneous materials to be utilized shall conform to applicable ASTM standards.

b. Referenced Specifications

The publications listed below form a part of this Specification to the extent referenced. The publications are referred to in the text by basic designation only.

American Society of Testing and Materials (ASTM)

ASTM A36/A36M	1997 Standard Specification for Carbon Structural Steel
ASTM A307	1997 Revision A-Standard Specification for Carbon Steel Bolts and Studs, 60,000 psi Tensile length
ASTM A328/A328M	1996 (REV) Standard Specification for Steel Sheet Piling
ASTM A572/A572M	1997 Standard Specification for High-Strength Low-Alloy Columbium-Vanadium Steels of Structural Quality
ASTM A588/A588M	1997 Standard Specification for High-Strength Low-Alloy Structural Steel With 50 ksi (345 MPa) Minimum Yield Point to 4 inch (100 mm) thick
ASTM A690/A690M	1994 Standard Specification for High-Strength Low-Alloy Steel H-Pipes and Sheet Piling for Use in Marine Environments

American Welding Society, Inc. (AWS)

AWS D1.1	1998 Structural Welding Code-Steel
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Occupation Safety and Health Administration (OSHA)

29 CFR Part 1926	1993 (Revised as of July 1, 1996 of latest Edition or Revision to) Excavations and Applicable Subparts
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C. PART 3 – EXECUTION

1. Construction Methods

a. General

The trench safety system shall be constructed, installed and maintained in accordance with the Trench Safety Plan as outlined in 131.03. Bed and backfill pipe to a point at least one foot above top of pipe or other embedded items prior to removal of any portion of trench safety system. Bedding and backfill shall be in accordance to other applicable Specification Sections. Backfilling and removal of trench supports shall be in accordance with Contractor's Trench Safety Plan. Removal of trench safety system to be accomplished in such a manner to cause no damage to pipe or other embedded items. Remove no braces or trench supports until all personnel have evacuated the trench. The trench shall be backfilled to within five feet of natural ground prior to removal of entire trench safety system.

- b. Supervision
Provide competent supervisory personnel at each trench while work is in progress to ensure Contractor's methods, procedures, equipment and materials pertaining to the safety systems in this Section are sufficient to meet requirements of OSHA Standards.
- c. Inspection
The CONTRACTOR shall make daily inspection of trench safety system to ensure that the system meets OSHA requirements. Daily inspection shall be made by competent personnel. If evidence of possible cave-ins or slides is apparent, all work in the trench is to cease until necessary precautions have been taken to safeguard personnel entering trench. The CONTRACTOR shall maintain permanent record of daily inspections.
- d. Timber Sheeting
Timber sheeting and size of uprights, stringers (wales,) and cross bracing to be installed in accordance with the TRENCH SAFETY PLAN. Place cross braces in true horizontal position, spaced vertically, and secure to prevent sliding, falling or kick outs. Cross braces to be placed at each end of stringers (wales) in addition to other locations required. Cross braces and stringers (wales) to be placed at splices of uprights, in addition to other locations required.
- e. Steel Sheet Piling
Steel sheet piling of equal or greater strength may be used in lieu of timber trench shoring shown in the OSHA tables (proposed standards). Drive steel sheet piling to a least minimum depth below trench bottom as recommended by CONTRACTOR's Registered Licensed Professional Engineer providing design. Place cross braces in true horizontal position and spaced vertically. Secure to prevent sliding, falling, or kick outs. Cross braces to be placed at each end of stringers (wales), in addition to other locations required.
- f. Maintenance of Safety System
The safety system to be maintained in the condition as shown on the Trench Excavation and Shoring Safety Plan as designed by the CONTRACTOR's Registered Licensed Professional ENGINEER. The CONTRACTOR shall take all necessary precaution to ensure the safety systems are not damaged during their use. If at any time during its use a safety system is damaged, personnel to be immediately removed from the trench excavation area and the safety system repaired. The CONTRACTOR is to take all necessary precautions to ensure no loads, except those provided for in the plan, are imposed upon the trench safety system.

VII. PIPE BORING, JACKING, TUNNELING, AND ENCASEMENT

A. PART 1 – GENERAL

- 1. Description
 - a. The work to be performed under this Specification shall consist of furnishing and installing all materials and equipment and performing all labor required to install pipelines crossing under highways, railroads, and streets by boring, jacking, and tunneling, as specified herein.

- b. When the work per this item falls within a TxDOT or Railroad right of way, the stricter of the applicable standards apply. This requirement includes all insurance, notification, permitting, signage, etc. required by the right of way owner.

2. Measurement and Payment

a. Measurement

- i. Openings provided by boring, jacking, and tunneling (including carrier pipe) will be measured by the linear foot along the centerline of the opening, as measured from end of pipe to end of pipe placed by boring, jacking and tunneling. There will not be any classification for payment according to depth.
- ii. Concrete support slab in the pits and all other work necessary to meet the requirements of the Texas Department of Transportation, railroad company, County, and City will not be measured.
- iii. Openings provided by boring, jacking and tunneling will be paid for at the lump sum price bid per linear foot. The lump sum price bid for boring jacking and tunneling shall be full compensation for furnishing and placing all materials, labor, tools, carrier pipe, carrier pipe restraint, casing spacers, equipment, pits, concrete support slabs and incidentals necessary to complete the work.

3. Submittals

- a. Submit manufacturer's product data on encasement pipe.
- b. Submit manufacturer's "Certificate of Compliance" to this part of the specifications for materials furnished for the project.
- c. The Contractor or subcontractor performing the work described under this section shall demonstrate technical skill and experience in previous work of this nature. Work experience shall be submitted to the Engineer.
- d. Casing spacer data sheets demonstrating compliance with this specification.

B. PART 2 – PRODUCTS

1. Materials

Steel Pipe, shall be used as encasement material, unless otherwise shown on the plans. The nominal inside diameter of the encasement pipe shall be as indicated below, unless otherwise shown on the plans.

a. Steel Pipe

Encasement pipe shall conform to ASTM Specification A134, Mild Carbon Steel, A139, Grade A, or AWWA C200-91 Grade B, butt-welded joints with entire circumference

welded by a certified welder shall be in accordance with AWWA C200-86 Section 3. All steel casing shall have a wall thickness as shown in the table below:

Casing Pipe Nominal Diameter	Casing Pipe Minimum Thickness
14"	1/2"
16"	1/2"
18"	1/2"
20"	1/2"
24"	1/2"
30"	1/2"
36"	1/2"

- i. Casing Pipe Thickness for Railroad crossings shall be a minimum of one-half inch thick, regardless of diameter.
- ii. Nominal diameter of casing pipe may be larger as needed for restrained joint pipe.

2. Testing Requirements

a. Allowable Tolerances

Where grades or elevations are shown on the plans for the pipeline to be installed by boring, jacking, and tunneling operations, maximum deviation of plan elevation shall be 0.2 feet. The maximum deviation of alignment over the length of the bore shall be 0.2 feet. The Engineer shall determine the corrective action to be taken for tolerances above those stated in this specification.

C. PART 3 – EXECUTION

1. Construction Methods

a. Encasement Requirements

The casing pipe shall extend a minimum of five feet beyond the back of curb.

b. Bore and Tunnel Pits

Unless more stringent requirements regarding location of bore and tunnel pits are noted on the plans, or are required by TxDOT, Railroad, County, or City, to conform to the requirements that follow:

- i. The Conduit to be installed by boring, jacking and tunneling shall extend to distances as shown in the Standard Details.
- ii. If necessary to prevent cave-ins, sheet, shore, or brace the pit in accordance with OSHA regulations. All pits shall be covered with half-inch thick steel plates. Steel plates shall be on-site prior to excavating the pit. If bore pits are too big to cover with steel plates, Contractor shall install chain link fence, completely and securely, around exposed pit to a height of six feet.
- iii. General: Unless otherwise noted, extend auger hole ten feet beyond edge of pavement, railroad tie, or other structure. The hole is to be bored mechanically, using a pilot hole. An approximate two-inch hole shall be bored the entire length of the crossing and shall

be checked for line and grade on the opposite end of the bore from the work pit. This pilot hole shall serve as the centerline of the larger diameter hole to be bored. The use of water or other fluids in connection with the boring operation will be permitted only to the extent to lubricate cuttings, jetting will not be permitted. In unconsolidated soil formations, a gel-forming colloidal drilling fluid consisting of at least 10% of high-grade, carefully processed bentonite may be used to consolidate cuttings of the bit, seal the walls of the hole, and furnish lubrication for subsequent removal of cuttings and installation of the pipe immediately thereafter. Overcutting in excess of one inch shall be remedied by pressure grouting the entire length of the installation.

2. Construction Methods for Dry Boring

- a. All TxDOT bores will be accomplished by dry mechanical bore unless otherwise pre-approved by the Engineer.
- b. Only workmen experienced in boring operations shall perform the work.
- c. The use of water or other fluids in connection with the boring operation will NOT be permitted except for a minor required amount of bentonite solution for cutting head.
- d. The casing pipe shall be placed in the bore hole simultaneously while boring is being performed. Installing the encasement conduit immediately by pulling it in place from opposite the boring machine or by jacking the conduit through the bore is not acceptable. Take proper care to secure the joints of the conduit as subsequent sections are installed by welding joints. Provide a steel rail or timber cradle in the pit to support and guide the conduit in its installation.
- e. If, after completion of the installation of the conduit, there is more than one inch of clearance between the outside of the barrel of the conduit and the wall of the bore, grouting of these voids will be required. If during construction of the bore, a cave-in occurs within the bore, grouting of the voids between the conduit and the walls of the bore will be required throughout the length of the bore.
- f. Conform to the requirements of the Texas Department of Transportation, Railroad Company, County, or City having jurisdiction over the right-of-way involved, as to details of construction methods and time of construction. All work necessary to meet the requirements of the Texas Department of Transportation, Railroad Company, County, or City will be considered incidental to the installation of the pipeline in the right-of-way. The Contractor shall abide by the more stringent of these specifications, or the specifications of the regulatory agencies.

3. Construction Methods for Wet Boring

- a. All TxDOT bores will be accomplished by dry mechanical bore unless otherwise pre-approved by the Engineer (see above).
- b. Only workmen experienced in boring operations shall perform the work. A pilot hole must be successfully completed to the satisfaction of the engineer prior back reaming the bore.
- c. The use of water or other fluids in connection with the boring operation will be permitted only to lubricate cuttings. Jetting will not be permitted. In consolidated soil formations, a

gel-forming colloidal drilling fluid consisting of at least 10% percent of high-grade bentonite may be used to consolidate cuttings of the bit, seal the walls of the hole, and lubricate removal of cuttings and installation of the pipe immediately thereafter.

- d. While boring is being performed, install the encasement conduit immediately by pulling it in place from opposite the boring machine or by jacking the conduit through the bore. Encasement conduit may be placed after the boring operation is complete, if permission is obtained from TxDOT, the railroad company, the City, or the County. Take proper care to secure the joints of the conduit as subsequent sections are installed, by use of cables or welding joints. Provide a steel rail or timber cradle in the pit to support and guide the conduit in its installation.
 - e. If, after completion of the installation of the conduit, there is more than one inch of clearance between the outside of the barrel of the conduit and the wall of the bore, grouting of these voids will be required. If during construction of the bore, a cave-in occurs within the bore, grouting of the voids between the conduit and the walls of the bore will be required throughout the length of the bore.
 - f. Conform to the requirements of the Texas Department of Transportation, Railroad Company, County, or City having jurisdiction over the right-of-way involved, as to details of construction methods and time of construction. All work necessary to meet the requirements of the Texas Department of Transportation, Railroad Company, County, or City will be considered incidental to the installation of the pipeline in the right-of-way. The Contractor shall abide by the more stringent of these specifications, or the specifications of the regulatory agencies.
4. Construction Methods for Jacking
- a. Unless otherwise specified, the methods and equipment used in jacking conduit shall be the Contractor's option, provided that the proposed method is pre-approved by the Engineer. Such approval, however, shall in no way relieve the Contractor of the responsibility for making a satisfactory installation meeting the criteria set forth herein.
 - b. If, after completion of the installation of the conduit, there is more than one inch of clearance between the outside of the barrel of the conduit and the wall of the tunnel, the Contractor shall completely grout the conduit in place throughout its entire length. If, during the jacking operation, a cave-in occurs, the Contractor shall grout the entire conduit in place throughout its entire length.
5. Spoils
- Spoil locations shall be pre-approved by the engineering inspector. When no suitable location for spoil can be found on site, the contractor shall be required to haul and dispose of this material at no extra cost. Where spoils are to be placed on parking areas (asphalt or concrete), sidewalks, or other paved surfaces, the spoils shall be placed on a barrier to prevent the soil from embedding into the paved surface.

VIII. INSTALLATION OF CONDUIT

A. PART 1 - GENERAL

1. Scope
These specifications provide for practices which are essential for proper installation of a conduit system.
2. Basic Material
The conduit, sleeves, and fittings used in this specification are those designed to meet the requirements for concrete encased or direct burial applications. All PVC plastic conduits and fittings shall be gray schedule 40 or greater.

B. PART 2 - EXECUTION

1. Workmanship & Installation
 - a. A fine-tooth saw shall be used to cut conduit. The conduit must be cut straight and cleaned of burs.
 - b. Wipe dirt and foreign material from conduit and fittings with a clean, dry cloth.
2. PVC to PVC Joints
 - a. Apply purple primer/cleaner to both the fitting socket and the conduit, avoid puddling of the primer, and verify all surfaces to be joined are covered.
 - b. Apply gray PVC to PVC cement to both parts of the joint, and immediately push the joint together with a slight rotating motion (in one direction only). When the joint bottoms out, hold for 15 seconds, do not twist or drive conduit after insertion is complete. Wipe off excess cement with a clean, dry cloth.
3. Aluminum Conduit
 - a. All rigid or intermediate conduits and fittings shall be aluminum.
 - b. Rigid intermediate aluminum conduit shall be installed with threaded couplings and joints made up tight. Conduit shall not be cut with a torch, welded, or brazed.
4. Electrical High-Density Polyethylene (HDPE) SDR-11 Conduit

HDPE Conduit shall comply with the following standards: NEC Articles 300 and 353, UL 651A, UL 651B, ASTM F 2160, ASTM D 3035 and NEMA TC-7.

HDPE conduit shall be manufactured from suitable thermoplastic polymer conforming to the minimum standard of PE334420E/C as defined in ASTM D3350. The conduit shall have smooth interior and exterior walls and be suitable to be installed by directional boring.

 - a. HDPE to HDPE Joints
 - i. Square cut and de-burr edges of both conduits.

- ii. HDPE joints shall be fused by thermal weld. Weld to be trimmed internally to create a smooth surface on the inside diameter of the conduit.

b. HDPE to PVC Joints

There are two approved options to transition from HDPE to PVC conduit.

i. Option One

1. Square cut and de-burr HDPE conduit edge.
2. Insert HDPE conduit into an aluminum transition treaded coupling. Tighten the coupling until conduit is seated into coupling.
3. Thread PVC male adapter into the opposite end of coupling and tighten until adapter is seated into coupling.
4. Apply PVC cement to PVC adapter and PVC conduit. Insert the PVC conduit into adapter to complete joint.

ii. Option Two

1. Square cut and de-burr HDPE conduit edge.
2. Apply Polywater BonDuit adhesive according to the manufacture's specifications on the outside of the HDPE conduit and install the PVC coupling to the outside of the HDPE conduit to complete joint.
3. Apply PVC cement to PVC adapter and PVC conduit. Insert the PVC conduit into adapter to complete joint.

5. Expansion and Contraction

Due to expansion and contraction of plastic conduit, 1.5 inches per 100 feet for every 22 °F change in temperature, the following precautions shall be taken:

- a. Allow extra conduit footage at each tie-in for contraction when conduit temperature is higher than that of earth, or allow extra room for expansion if the reverse condition exists.
- b. Place concrete encasement from center of trench both ways to compensate for expansion and/or contraction of plastic conduit.
- c. After encasement has been completed, conduit may be cut off and matched up for connections.

6. Mandreling

Care shall be exercised to ensure that any foreign matter do not enter the conduit being laid, while encasing, or at any time thereafter. The usability of all conduit systems must be ensured. All conduits shall be mandreled. The mandrel outside diameter shall be no less than 2.58 inches for 3-inch conduit, 3.58 inches for 4-inch conduit, and 5.41 inches for 6-inch conduit smaller than the smallest element (sweeps) diameter in the conduit system.

After mandreling the conduit, a 2,500-pound test mule tape pull rope shall be installed in each conduit. This will be provided by the contractor and shall be subsidiary to the appropriate bid item.

7. Pull Line

- a. The pulling calculations used to calculate tensions are predicated upon the proper use of cable pulling lubricant. Cable lubricant is required. (Polywater J or approved equal)
- b. The maximum speed for pulling line and cable into conduit which contains sweeps or bends while using a steel pull rope is as follows:

Tensions of 500 lbs. or less	200 feet per minute
Tensions over 500 lbs. – 1000 lbs.	100 feet per minute
Tensions over 1000 lbs. – 4000 lbs.	60 feet per minute
Tensions over 4000 lbs. – 5000 lbs.	30 feet per minute
Maximum tension shall not exceed 5000 lbs.	

8. Guidelines for Conduit Sweeps

- a. Plastic Sweeps. All plastic sweeps shall be factory bent, sections of straight conduit to be bent (for long radius bends) in a ditch shall be firmly staked for the desired radius to provide a smooth curvature which distributes the stresses uniformly throughout the radius. The configuration shall ensure that there is no deformation of the conduit before or after encasement is completed. Long radius bends may be installed utilizing 5° couplings.

In cases where a plastic connection is made with the joints under stress due to misalignment or other factors, the plastic joint shall be held rigid after insertion until completely cured. Where stakes are located at the center of a bend or sweep, care shall be exercised to prevent deformation of conduit due to movement by contraction and expansion. Stakes shall be removed as encasement is placed.

- b. Aluminum Sweeps. All sweeps and fittings shall be aluminum. All aluminum sweeps shall be manufactured with an extrusion process. Segmental bending of aluminum conduits is not acceptable.
- c. Standard Radii. All rigid PVC and aluminum sweeps radii shall be as follows:

2" or 3" diameter conduit	36" radius
4" diameter conduit	48" radius
5" and 6" diameter conduit	60" radius

9. Conduit Termination

When installing, schedule 40 or 80 sweeps for primary feeder cable at manholes, vaults, pull-boxes, equipment pads, and pad vaults. A short section of straight conduit (minimum 8 inches long) shall be installed on the end of each sweep to facilitate the use of the cable blowing tool. A short straight section of conduit is also required wherever an expandable plug or a conduit and cable seal plug is required.

In manholes conduit shall be terminated into manufacturer's knockouts with bell ends installed inside the manhole and grouted inside and out.

After pulling cable into conduit, the conduit ends shall be sealed using conduit and cable seal plugs, wherever the conduit ends are located below the final grade. This includes manholes, vaults, pull-boxes, and pad-mounted equipment.

All exposed conduit ends shall be "covered" at the end of each workday unless other means of ensuring a clean internal wall is used.

When a Contractor leaves a conduit system (for more than one day) in which others will be responsible for installing the cable, any conduit ends left exposed shall be "primed, glued, and capped" and conduit ends which are not exposed shall be sealed with expandable conduit plugs.

When a Contractor leaves a conduit system, temporarily (for more than one day), but is also the responsible party which must later install the cable, then the conduit system can be plugged or can be primed, glued, and capped at the Contractors discretion.

10. Cover – General

A minimum of 48 inches of cover shall be required.

The minimum distance between other utilities shall be 12 inches vertically and 12 inches horizontally.

IX. INSTALLATION OF MANHOLE AND PULL BOXES

A. OBSTRUCTIONS AT PULL-BOXES AND MANHOLES

All foreign facilities which cross above the manhole roof shall maintain a minimum of 12 inches of horizontal separation from the outside wall of the manhole grade ring. After the manhole has been installed, foreign facilities may be installed directly above the manhole provided the facilities are suitably supported to prevent the transfer of any load onto the manhole roof.

Wherever practical, manholes and pull-boxes shall be located with a minimum of 24 inches of free horizontal separation around the perimeter of the manhole or pull-box.

B. EXCAVATION AND BACKFILL FOR CONCRETE STRUCTURES AND PAD VAULTS

Proper excavation shall be provided to ensure proper location, correct size, correct depth, and alignment. The job site shall be prepared to provide adequate space and overhead clearance for equipment and/or crane. Acceptable bidding, backfill, compaction and resurfacing shall be provided.

Compaction around the pull-box or manhole shall be a minimum of 95% of the maximum density.

Contractors shall make provisions for ground rods in foundation.

All substructures shall be set in relation to final grade prior to backfilling. Final grade stakes for all four corners of manholes, pull-boxes, and pad vaults shall be maintained until final backfill and compaction have been completed.

To ensure adequate working space for compacting the backfill, excavations for manholes, pull-boxes and pad vaults shall provide an additional 12 inches of free horizontal separation from the trench wall to the outside wall of the manhole. This separation is required around the perimeter of the manhole.

Backfill around pull-box or manhole shall consist of clean, compactable three-quarter inch ABC. Voids between manhole or pull-box and natural soil shall not be acceptable. Back fill shall be performed after pull-box or manhole has been properly set and aligned.

If a high-water table exists, the water shall be pumped from the excavation to permit the manhole to be set without allowing water to enter the base unit.

All duct banks, manholes, and pull-boxes shall have a minimum cover of 48 inches.

X. HYDRO-MULCH SEEDING

A. PART 1 – GENERAL

1. Description

- a. The work covered by this section consists of furnishing all plant, labor, materials, equipment, supplies, supervision and tools and performing all work necessary to top soiling, smoothing, seeding, fertilizing, watering, maintenance and cleanups of side slopes, all in accordance with these specifications.
- b. The hydro-mulch seeding operations, together with all necessary related work, shall conform to the requirements specified in this section. The area(s) to be hydro-mulch seeded shall be as shown on the construction drawings.

2. Measurement and Payment

- a. The unit of measurement for all work performed and materials furnished, as described herein, will be the acre or per station as indicated in the bid documents. Measurement shall be done upon completion of the work performed within the limits shown on the drawings and as described herein. The area measured for payment will be computed to the nearest one-tenth acre or station.
- b. Payment for hydro-mulch seeding will be made at the contract lump sum price per acre or per station and includes topsoil (when specified), smoothing, mulch, seed fertilizer, watering, maintenance and clean-up. Additional payment shall not be made for those areas that are replanted.

B. PART 2 – PRODUCTS

1. Materials

- a. All seed must meet the requirements of the U.S. Department of Agriculture Rules & Regulations as set forth in the Federal Seed Act and the Texas Seed Law.
- b. Type of seed, purity and germination requirements, rate of application and planting dates are as follows:

Table 1 Application Rate-Pounds		
<u>TYPE/COMBINATION</u>	PER ACRE	PLANTING DATE
Hulled Common Bermuda Grass 98/88 and , Unhulled Common Bermuda Grass 98/88 and , Annual Rye Grass, including Gulf	40 40 50	Jan. 1 to Apr. 15
Hulled Common Bermuda Grass 98/88	40	Apr. 15 to Oct. 1
Hulled Common Bermuda Grass 98/88 and , Unhulled Common Bermuda Grass 98/88	40 40	Oct. 1 to Jan. 1

- c. Fertilizer shall be water soluble with an analysis of 10% nitrogen, 20% phosphoric acid and 10% potash. Rate of application shall be 500 pounds per acre, except during the period of April 15 through September 1, when the rate shall be reduced to 400 pounds per acre. The fertilizer shall be delivered to the site in bags or other convenient containers, each fully labeled, conforming to the applicable State Fertilizer Laws and bearing the name and warranty of the producer.
- d. Mulch shall be virgin wood cellulose fiber made from whole wood chips. Within the fiber mulch material, at least 20% of the fibers will be 10.7 mm in length and 0.27 mm in diameter. Rate of application shall be 2,000 pounds per acre. Soil stabilizers such as Terra Type III (or pre-approved equal) shall be applied at a rate of 40 pounds per acre on side slopes and Terra Tack I (or pre-approved equal) shall be applied at a rate of 40 pounds per acre on flatter portions.
- e. Wood cellulose fiber mulch, for use in the grass seed and fertilizer, shall be processed in such a manner that it will not contain germination or growth inhibiting factors. It shall be dyed an appropriate color to allow visual metering of its application. The wood cellulose fibers shall have the property of becoming evenly dispersed and suspended when agitated in water. When sprayed uniformly on the surface of the soil, the fibers shall form a blotter-

like ground cover, which readily absorbs water and allows infiltration to the underlying soil. Weight specifications from suppliers for all applications shall refer only to the underlying soil. Weight specifications from suppliers, shall refer only to the air dry weight of the fiber. The mulch material shall be supplied in packages having a gross weight not in excess of 100 pounds and must be marked by the manufacturer to show the dry weight content. Suppliers shall be prepared to certify that laboratory and field testing of their product has been accomplished and that it meets all of the foregoing requirements.

- f. Water shall be free from oil, acid, alkali, salt and other substances harmful to the growth of grass. The water source shall be subject to approval, prior to use.

C. PART 3 – EXECUTION

1. Construction Methods

- a. EXECUTION: Immediately after the finished grade has been approved, begin hydro-mulching operations to reduce erosion and excessive weed growth.

Hydraulic equipment used for the application of fertilizer, seed and slurry of prepared wood fiber mulch shall have a built-in agitation system with an operating capacity sufficient to agitate, suspend and homogeneously mix a slurry containing up to 40 pounds of fiber plus a combined total of 70 pounds of fertilizer solids for each 100 gallons of water. The slurry distribution lines shall be large enough to prevent stoppage. The discharge line shall be equipped with a set of hydraulic spray nozzles which provide even distribution of the slurry on the area to be seeded. The slurry tank shall have a minimum capacity of 800 gallons and shall be mounted on a traveling unit, which may either be self-propelled or drawn with a separate unit which will place the slurry tank and spray nozzles within sufficient proximity to the areas to be seeded, so as to provide uniform distribution without waste. The Engineer may authorize equipment with a smaller tank capacity, provided the equipment has the necessary agitation system and sufficient pump capacity to spray the slurry in a uniform coat.

Care shall be taken that the slurry preparation takes place on the site of the work. The slurry preparation should begin by adding water to the tank when the engine is at half throttle. When the water level has reached the height of the agitator shaft, good re-circulation shall be established and seed shall be added. Fertilizer shall then be added, followed by wood pulp mulch. The wood pulp mulch shall only be added to the mixture after the seed and when the tank is at least one-third filled with water. The engine throttle shall be opened to full speed when the tank is half filled with water. All the wood pulp mulch shall be added by the time the tank is two-thirds to three-fourths full. Spraying shall commence immediately when the tank is full. The operator shall spray the area with a uniform visible coat, by using the green color of the wood pulp as a guide.

- b. APPLICATION: The contractor shall obtain approval of hydro-mulch area preparation from the Engineer prior to application.

Operators of hydro-mulching equipment shall be thoroughly experienced in this type of application. Apply the specified slurry mix in a motion to form a uniform mat at the specified rate. Operators shall keep the hydro-mulch within the areas designated and keep from contact with other plant material. Immediately after application, thoroughly wash off any plant material, planting areas or paved areas not intended to receive slurry mix.

Keep all paved and planting areas clean during maintenance operations. Contractor shall keep hydro-mulching within the areas designated and keep from contact with other plant material. If in the opinion of the Engineer, unplanted skips and areas are noted after hydro-mulching, the contractor shall be required to seed the unplanted areas with the grasses that were to have been planted at no additional cost to owner.

- c. **CONTRACTOR'S MAINTENANCE & GUARANTEE PERIOD:** The hydro-mulch seeding shall be adequately watered until established. Any areas damaged by erosion or areas that do not have an acceptable turfing shall be redone to the satisfaction of the Engineer. Maintenance of grass areas shall be for 60 days after the completion of the project and shall consist of watering, weeding, repair of all erosion and reseeding, as necessary to establish a uniform stand of the specified grasses. Contractor shall guarantee growth and coverage of hydro-mulch planting under this contract to the effect that a minimum of 95% of the area planted will be covered with the specified planting after 60 days.

The Contractor shall be responsible for one mowing every two weeks between the months of April to October. The Contractor shall also be responsible for one mowing every three weeks between the months of November to March. In addition, the Contractor shall water the entire sodded and hydro-mulched areas to a saturated depth of one inch at least once a week between the months of April to September and at least once a month between the months of October to March.

The Contractor shall make a second application of specified hydro-mulch planting those bare areas not meeting specified coverage as determined by the Engineer. Such replanting is to be performed within 60 days of initial application and upon notification by the Engineer to replant.

The Contractor shall apply top dress fertilizer (delayed action) at the rate of 10 pounds per 1,000 square feet at 25 days after hydro-mulching of all new lawn areas.

Top dress fertilizer shall be 16-6-8.

Prior to final inspection, the Contractor shall mow the entire right-of-way within the project limits, including weeding around existing structures.

XI. RIGHT-OF-WAY RESTORATION SPECIFICATION

A. GENERAL

Following line construction activities, the right-of-way restoration for the project area shall be completed prior to acceptance of the project. Any areas that have been disturbed by the Contractor's equipment, crews, or facilities shall be restored. Right-of-way restoration shall include the removal of all Contractor's equipment, materials, spoils, etc.

Restoration shall include but is not limited to:

1. Asphalt Repairs
2. Concrete Repairs
3. Rutting
4. Wash Outs/Holes
5. Top Soil (if applicable to project)
6. Fence Repairs

Restore right-of-way as follows:

1. Damage to asphalt roads will be patched or resurfaced per landowner, Hallettsville's or TxDOT's specifications whichever is applicable.
2. Damage to concrete, brick driveways, or sidewalks will be repaired to the landowner's, Hallettsville's, or TxDOT's specifications, whichever is applicable. All locations where poles are removed within concrete sidewalks or drives shall be filled and leveled with concrete per the landowner's, Hallettsville's, or TxDOT's specifications, whichever is applicable.
3. Rutting
 - a. All ruts in existing roads shall be filled and compacted in six-inch lifts and the roads graded to approximately the original contours.
 - b. Construction roads and ruts in agricultural and forest land shall be plowed and disked to remove any hard, compacted areas and shall be graded to approximately the original contours.
4. The area within 20 feet of all structures shall be finish graded as near as practical to the original ground contours. Dockets, swales, and high points shall be graded, using hand methods where necessary, to provide an un-concentrated flow of runoff around foundations and through structures.
5. Topsoil
 - a. Place topsoil over areas disturbed by the construction.
 - b. Distribute over required areas without compaction other than that obtained with spreading equipment.
 - c. Place, to the extent material is available, within the following limits:
 - i. Not less than four inches in depth.
 - ii. Do not exceed six inches in depth.
 - d. Shape and grade to match contours of adjacent areas and permit good natural drainage.
 - e. Maintenance and Repair of Top Soil
 - i. Maintenance – Protect newly top soiled areas from actions of the elements.
 - ii. Correction of Settlement – Contractor is responsible for correcting settlement in excess of 18 inches and damages created thereby within one year after acceptance of the Work.
 - iii. Make repairs within ten days from and after due notification by Owner of embankment or backfill settlement and resulting damage.
 - iv. Make own arrangements for access to the site for purposes of repair.

f. Fence Repairs

Includes but is not limited to damage to board privacy fences, cyclone fencing, brick columns, and retaining walls. Replace or repair as necessary.

XII. DISTRIBUTION SPECIFICATIONS – CONSTRUCTION

A. WORK ON ENERGIZED LINES

Unless stated otherwise, all construction work on new or existing poles and line/conductor changes shall be done with the lines energized at 12.49 kV.

The Contractor must provide personnel capable of working on or near energized lines. All such work shall be performed to meet at least the safety rules and regulations prescribed by Hallettsville for its own employees including the use of rubber gloves, hot sticks, and associated protective equipment.

The 2023 or latest edition of the National Electrical Safety Code (NESC), ANSI C2, shall be followed except where local regulations are more stringent, in which case local regulations shall govern.

All construction work shall be done in accordance with the plans and specifications, and the construction drawings.

All prices in the proposal are to include provisions for the hot work.

B. HALLETTSVILLE REPRESENTS

1. All easements and rights-of-way will be obtained from the owners of the properties prior to starting construction.
2. All staking will be completed by the construction date, and sufficient staking crews will be available to maintain stakes at all times in advance of construction.

All construction work shall be done in a thorough and workmanlike manner in accordance with the Plans, Specifications, and Construction Drawings, and shall be subject to the acceptance of the OWNER. Deviations from the Plans, Specifications, and Construction Drawings shall not be permitted except upon the written permission of Hallettsville's Representative.

3. Pole Setting

Structures shall be placed in locations determined by the Engineer and staked by the Engineer as shown on the Staking Sheets. Structures shall not be erected in any other location without prior approval of the Engineer. All utility locations are to be called in by the Contractor for underground utility locates before construction is to begin.

Any extra pole depths are to be figured into the pole setting labor price.

On sloping ground, the depth of the hole shall be measured from the low side of the hole.

Poles shall be set so that alternate crossarm gains face in opposite directions, except at terminals and dead-ends where the gains of the last two poles shall be on the side facing the terminal or dead-end. On unusually long spans, the poles shall be set so that the crossarm is located on the

side of the pole away from the long span. Where pole top insulator brackets or pole top pins are used, they shall be located on the opposite side of the pole from the gain.

Wood pole hole diameters shall be approximately 12 inches larger than the butt diameter of the pole, and shall be at least as large at the bottom as at the top of hole. Wood pole hole depth, unless indicated elsewhere, shall be 10% of the pole length plus two feet. If the ground is excessively wet and unstable, special backfilling of the pole will be required to be determined by the Engineer.

All poles shall be set in alignment and plumb, except on line angles. All poles shall be plumb after conductors are strung. Any poles leaning over three inches in any direction will need to be re-set by the Contractor at no expense to Hallettsville.

The void between the hole and the pole shall be completely backfilled with native soil or TxDOT road base (if rocky soil) compacted in six-inch lifts.

All pole installations include loading and hauling pole from Hallettsville's pole yard to the job site location, checking with all entities to clear possible underground interferences, digging hole, setting pole, and tamping backfill with air or hydraulic equipment.

All pole removals include pulling pole, backfilling hole and tamping, removing ground wire and miscellaneous hardware, and disposing of pole. Sawing pole at or below ground line is NOT acceptable.

All excess soil excavated from the holes shall be hauled from the site and disposed of at no cost to Hallettsville. After completion of the job, the backfill around the poles shall be inspected to locate settled areas. Any settled areas shall be refilled with dirt to bring it up to the unit standard.

Concrete poles will be backfilled with foam.

4. Handling of Materials

- a. The Contractor shall exercise care in the handling of all materials. Once approved and accepted materials leave Hallettsville's warehouse the Contractor assumes ownership and is liable for damages to materials. The Contractor shall not install any material found to be defective or damaged.
- b. The Contractor shall furnish the necessary equipment to load and haul to the job site all material including wood, concrete, and steel poles furnished by Hallettsville. The Contractor shall bear the cost of all handling, such as loading, hauling, and unloading. These costs shall be included in the Contractors prices.
- c. Materials or equipment shall not be placed where it will be damaged by or cause damage to vehicular traffic, livestock, persons, and property.

5. Guys and Anchors

Guys shall be placed before the conductors are strung and shall be attached to the pole and anchor rod as shown in the unit drawings.

All anchors and rods shall be in line with the strain and shall be installed so that approximately six inches of the rod remain out of the ground. In cultivated fields or other locations, as deemed

necessary, the projection of the anchor rod above earth may be increased to a maximum of 12 inches to prevent burial of the rod eye.

6. Bolts, Nuts, Washers, Lock Nut

Bolts will be long enough to protrude a minimum of the nut thickness beyond nut and no more than 2" beyond nut. Locknuts shall be installed with each nut, eyenut, or fastener on all bolts or threaded hardware such as insulator pins and studs, upset bolts, double arming bolts, etc.

7. Splices and Dead-ends

Conductors shall be spliced and dead-ended as shown on the unit and construction drawings. There shall be not more than one splice per conductor in any span and splices shall be located at least ten feet from the conductor support. No splices shall be located in Grade B crossing spans and preferably not in the adjacent spans. Splices shall be installed in accordance with the manufacturer's recommendations.

8. Taps and Jumpers

Jumpers and other leads connected to line conductors shall have sufficient slack to allow free movement of the conductors. Where slack is not shown on the construction drawings, it will be provided by at least two bends in a vertical plane, or one in a horizontal plane, or the equivalent. In areas where aeolian vibration occurs, special measures to minimize the effects of jumper breaks shall be used.

All leads on equipment such as transformers, reclosers, etc., shall provide minimum ampacity of main line or equipment whichever is less. Where aluminum jumpers are used, a connection to an unplated bronze terminal shall be made by splicing a short stub of copper to the aluminum jumper using a compression connector suitable for the bimetallic connection.

9. Hot-Line Clamps and Connectors

Connectors and hot-line clamps suitable for the purpose shall be installed per the manufacturer's specifications. On all hot-line clamp installations, the clamp and jumper shall be installed so that they are permanently bonded to the load side of the line, allowing the jumper to be de-energized when the clamp is disconnected.

10. Surge Arrester Gap Settings

The external gap electrodes of surge arresters, combination arrester cutout units, and transformer mounted arresters shall be adjusted to the manufacturer's recommended spacing. Care shall be taken that the adjusted gap is not disturbed when the equipment is installed.

11. Conductor Ties

Hand-formed ties shall be used when factory formed ties are not available or recommended for the applications. Factory-formed ties shall be installed in accordance with the manufacturer's recommendations.

12. Conductors

All wire prices include installing or removing wire, temporary jumpers, dead-ending wire, tying or untying wire, sagging wire, spreading wire, installing or removing stirrups, clamps and connectors, splices and permanent jumpers on new wire, and removing armor rods from old wire.

New primary, and neutral conductor shall be sagged in accordance with the conductor manufacturer's recommendations. All conductors shall be sagged evenly using a dynamometer

or wave return method with sags charts provided per Exhibit F. The air temperature at the time and place of sagging shall be determined by a certified thermometer. The sag and tension of all conductors after stringing shall be in accordance with the Engineer's instructions.

13. Grounds

Ground rods shall be driven full length in undisturbed earth in accordance with the construction drawings. The top of the ground rod shall be at least 12 inches below the surface of the earth. The ground wire (#6 Soft Drawn Copper) shall be attached to the rod with a clamp and shall be secured to the pole with galvanized staples. The staples on the ground wire attached to the pole shall be spaced two feet apart, except for a distance of eight feet above the ground and 8 feet down from the top of the pole where they shall be six inches apart.

All equipment shall have at least two #6 Soft Drawn Copper ground connections from the frame, case, or tank to the multi-grounded neutral conductor.

The equipment ground, neutral wires, and surge-protection equipment shall be interconnected and attached to a common ground wire.

14. Insulators and Hardware

a. Handling and Storage

- i. Insulators and hardware shall be stored in their appropriate shipping containers until installation. They shall be properly supported and stacked so as not to damage the individual items. They shall be blocked up off the ground so that they cannot come in contact with the ground or standing water.
- ii. Insulators shall be carefully handled to prevent damage to the porcelain or polymer skirts, pins, galvanizing, and cotter keys. All cotter key shall be stainless steel.
- iii. Insulators that are cracked, chipped, or damaged in any way shall be replaced with units that are not defective. The cost for replacement of previously accepted units shall be borne by the Contractor.
- iv. All insulators shall be wiped clean with a clean, soft, nonabrasive cloth.

b. Installation

- i. All connections shall be made in accordance with drawings or manufacturers specifications. Bolts shall be torqued to the manufacturer's specifications.
- ii. Stainless steel cotter keys, where required, shall be fully inserted.

Stainless steel cotter key eyes on insulators and hardware items shall be oriented toward the structure, or in such a way as to facilitate easy removal during hot line maintenance.

15. Conductors and Overhead Neutral Wires

a. General

- i. All conductor and neutral wire installation work shall be done in accordance with the manufacturer's recommendations.

The neutral conductor should be maintained on one side of the pole (preferably the road side) for tangent construction and for angles not exceeding 20°.

With pin-type or post-type insulators, the conductors shall be tied in the top groove of the insulator on tangent poles and on the side of the insulator away from the strain at angles. Pin-type and post-type insulators shall be tight on the pins and brackets, respectively, and the top groove must be in line with the conductor after tying.

For line angles of 0° to 5° in locations known to be subject to considerable conductor vibration, insulated brackets, may be substituted for the single and double upset bolts used for supporting the neutral and secondary conductors.

All conductors shall be cleaned thoroughly by wire brushing before splicing or installing connectors or clamps. A suitable inhibitor shall be used before splicing or applying connectors over aluminum conductor.

- ii. Conductors must be handled with care. Each reel shall be examined and the wire shall be inspected for cuts, kinks, or other injuries. Injured portions shall be cut out and the conductor spliced. It shall be the Contractor's responsibility to protect the wire and fittings against damage. If the wire and associated materials are damaged due to the Contractor's mishandling, negligence, or faulty equipment, the Contractor shall repair or replace the damaged sections, including furnishing of necessary materials, in a manner satisfactory to the Engineer and at no additional cost to Hallettsville.
- iii. Conductors may be strung by either conventional or tension stringing method as elected by the Contractor and approved by the Engineer.
- iv. Care shall be exercised to avoid kinking, twisting, or abrading the conductor or neutral wire in any manner. Conductors or neutral wires shall not be trampled on, run over by vehicles, or dragged over sharp objects or rocks. Injured portions or crooked or imperfect splices in either the conductor or neutral wire shall be cut out and the wire re-spliced at no additional cost to Hallettsville.

b. Handling and Storage

- i. Reels of wire shall be stored off the ground and adequately supported so as to avoid damage to the reel, protective covering, and wire. Wire and reels shall be kept free of standing water, excessive dust, and mud, and stored no closer than 50 feet from an energized portion of a substation, distribution line, or transmission line. The conductor reels must be covered.
- ii. Protective covering shall be removed at the job site and the outside layer of each reel shall be examined by the Contractor and Hallettsville's Representative to be sure that the wire is in good condition and that no nails, staples, or other sharp objects, which could damage the wire during unreeling, protrude on the inside of the reel heads.

- iii. Identification tags and markers shall be retained on the reels. For future reference, the Contractor shall record the reel number, length of wire, net weight, and the structure numbers where the wire was installed.
 - iv. In general, conductor reels should not be rolled. They should be lifted or transported by a reel dolly. If they do need to be rolled to a location where they can be easily handled, they should be rolled in the direction that would tend to tighten rather than loosen the conductor on the reel.
 - v. Any costs associated with moving the existing wire reels to the job location shall be the responsibility of the Contractor and shall be included in the labor lump sum price.
- c. Tools and Equipment
- i. Tools and equipment for wire work shall be of the proper size and type for the job and shall be in good working condition.
 - ii. Sheaves, tensioners, pullers, wire grips, compressors, and dies shall be properly sized for the specific wires to be installed. The conductors shall be pulled with tensioner over suitable rollers or stringing blocks properly mounted on the pole or arm if necessary to prevent binding while stringing.
 - iii. Stringing blocks shall be free running, and of the proper diameter and groove size for the wire being pulled.
 - iv. Tensioner bull wheels shall be of the proper size and design for the wire being pulled.
- d. Guard Structure
- Guard structures shall be furnished and installed by the Contractor, where required, to prevent the conductor or overhead neutral wires which are being pulled from coming into contact with existing overhead electric supply lines, communication lines, roads, highways, and railroads crossed by the distribution line. All labor and materials required shall be furnished by the Contractor and included in the unit cost for conductor units.
- e. Stringing
- i. Controlled tension stringing may be performed and subject to the manufacturer's concurrence-controlled tension stringing.
 - ii. Extreme care shall be exercised during the wire stringing operation to avoid damage to conductor or neutral wire strands. If damage is found, the stringing shall be stopped. Damage is defined as any deformity of the wire which can be detected by sight or touch. Kinked, twisted, abraded, "bird-caged," or flattened wire will not be allowed to remain on the line. Any wire so damaged shall be repaired or replaced by the Contractor at the Contractor's own expense and to the satisfaction of the Engineer.
 - iii. The Contractor shall continuously inspect the wire as it leaves the reels. If the wire has an accumulation of dirt, oil, grease, or any other foreign substance, such substance shall be removed as the wire leaves the reels during the stringing operation by a method approved by the Engineer.

- iv. Wire tension during stringing shall be high enough to ensure that the wire does not drag across the ground, underbrush, trees, poles, towers, fences, guard structures, or any other surface other than the stringing sheaves. A stringing tension of not less than 50% nor more than 80% of the initial sagging tension should be used.
- v. No more than one reel of wire per phase may be pulled at a time. Full tension compression splices shall not be pulled through the stringing blocks.
- vi. Wire shall not be pulled during adverse weather conditions during the night or when such conditions are imminent as determined by Hallettsville or Engineer.
- vii. Conductors and overhead neutral wires shall be spliced with the proper size and type compression sleeves. These splices shall be made and installed according to conductor manufacturer's recommendations. Sufficient number of splices are to be supplied by Hallettsville. Any extra splices are to be provided by the Contractor. The cost for the extra splices is to be included in the lump sum price.
- viii. Utmost care shall be exercised in installing parallel groove clamps. The contact surface of the clamp and the wire shall be clean and bright. A steel brush shall be the principal cleaning medium. Bolts shall be brought down hard, but the threads must not be overstressed. These same precautions for cleaning shall apply to the conductor before splicing.

f. Sagging

- i. Wires shall be sagged to the proper tensions in accordance with the initial stringing sag and tension tables provided by the Engineer. Sags will be checked by sighting with target and transit as indicated in the IEEE Standard 524 or by wave return and stopwatch method. Sags shall be within a tolerance of +3 and -0 inches of the specified values.
- ii. The air temperature at the time and place of clipping in shall be determined using a certified thermometer placed on the line to accurately measure air temp adjusted for wind cooling. The temperature at which the conductor is sagged in and the spans in which sags are measured shall be recorded, and the information given the Engineer.
- iii. The Contractor shall select the length of each sag and the sag-checking spans, subject to the review and approval of the Engineer. The Contractor's sagging method shall result in uniform tensions throughout the sag and the allowable sag tolerances must not be exceeded.
- iv. The Contractor shall budget the stringing time so that a reel of wire is sagged within 72 hours after the start of the stringing operation. If this is not possible in isolated areas, the Engineer shall be consulted regarding the necessity of using creep correction factors with the specified chart sags.
- v. The Contractor shall make any necessary adjustments in the wires or clamps at any time during the construction period to ensure that the wire is at the proper tension, sags are within tolerance, suspension insulator, and overhead neutral wire assemblies are plumb.

g. Clipping, Dead-ending, and Splicing

- i. The Contractor shall be cognizant of and take into consideration the strength limitations of all structures in so far as the application of temporary wire stringing loads. All temporary back snubs and pull-downs on structures other than strain structures shall be carefully planned and shall meet the approval of the Engineer.
- ii. Use of conductor from wire reels shall be carefully planned to minimize the number of full tension splices and to minimize waste. There shall never be more than one compression fitting per conductor in any span and no splice shall be located within ten feet of a conductor support. Splices shall not be located over major highway, railroad, and utility crossings, or where the conductor is to be dead-ended.
- iii. Compression dead-ends and splices shall be installed in accordance with the manufacturer's recommendations. Conductor strands within the splice area shall be carefully cleaned with a steel brush, cotton rags, and solvents. Filler compound shall be furnished and pressure installed by the Contractor. Special care shall be exercised in making compression fittings to ensure use of proper die size, accurate cutting of wire, complete insertion of the cable strands, and pressing to produce a straight, uniform fitting. The Contractor shall make up one splice and dead-end to use as a sample in order to determine how much wire needs to be cut back.
- iv. After completion of pressing operations, the Contractor shall clean the wire and fittings of excess grease and compound. All burrs and die flash marks shall be removed with emery cloth.
- v. U-bolts on suspension clamps and strain dead-end clamps shall be evenly torqued to the manufacturer's recommended values. Keeper plates shall be in place and properly seated. Conductor strands within the area of the fitting shall be clean. The recommended cleaning method is to use a steel brush, cotton rags, and solvents.
- vi. Wires shall be clipped into suspension clamps within but not less than 12 hours and not more than 72 hours after the start of each individual wire pulling operation. Cables shall be lifted from the sheaves using standard suspension clamps or plate hooks 8 inches or larger to provide adequate support for the cables without damaging individual strands or kinking the wire.

h. Jumpers

- i. Jumpers shall be installed as shown on the drawings. Compression jumper terminals shall be used with compression dead-ends and compression jumper connectors shall be used with strain clamps. The cost of material and installation of these items shall be included with the bid. All jumpers shall be installed in accordance with the manufacturer's recommendations.
- ii. Jumper wire loops shall be of sufficient length to present a smooth, uniformly curving appearance. Excess length of conductor from the wire stringing operation may be used to make up the jumper loops.

i. Temporary Grounds

- i. During the wire work, the Contractor shall take all necessary steps to insure proper temporary grounding of the structures, cables, and equipment. All applicable Federal, state, and local safety regulations shall be strictly adhered to.
 - ii. A record of all temporary conductor grounds shall be kept to ensure that all grounds are removed and the line can be safely energized at the end of the construction period.
 - iii. All temporary grounding costs shall be the responsibility of the Contractor.
- j. Reels and Excess Conductor
 - i. The Contractor shall be responsible for salvaging the wire reels and all excess conductor and neutral wire. All such wire shall be inventoried, placed on reels, and returned to Hallettsville or disposed of as directed by Hallettsville's representative.
 - ii. All reels shall be returned to Hallettsville's Warehouse. Nonreturnable wooden reels shall be disposed of in a manner meeting the approval of Hallettsville.
 - iii. All costs associated with the receiving, handling, shipping, or disposal of excess wire and reels shall be in the labor costs for installation of wire units.
- k. Transfer of Third-Party Attachments
 - i. Transfers apply to poles with existing communication attachment and drops, noted on staking sheets as "Comm".
 - ii. The Contractor shall be responsible for the removal and transfer of all third-party attachments (Comm) on existing poles to be changed-out.
 - iii. Third-party attachments to be transferred are defined as those attachments not related to serving electricity to the homes, or owned by OWNER.
 - iv. Transfers (Comm) include all drops. The existing cable drop must be long enough to allow transfer without cutting or splicing.
 - v. The Contractor will be responsible for the removal of all abandoned poles to include poles abandoned by communication companies (Comm) with prior electrical attachments prior to the OWNER determining the project substantially complete.
 - vi. Pricing to transfer drops (Comm) to be included within section pricing.
 - vii. Alternative Bid: Regarding communication contacts or attachments on poles, the construction staking sheets are currently showing to "Q" or transfer (detach from the existing pole and reattach to the new pole) the existing communication contacts. The Alternative Bid excludes the transfer of the communication contacts. All poles with communication attachments designated to be retired will be topped by the Contractor just above the top communication line. (Hereafter, the City will coordinate with the communication companies to transfer their attachments to the new poles and remove the old poles.)

l. Top Pole

“Top Pole” is defined as removing the upper most portion of the pole that is no longer needed or used. The removed portion is typically removed with a chainsaw.

m. Wood Fence

- i. This specification covers the removal and installation of a 6’ wooden fence with pressure treated 2” x 4” rails, 1” x 6” cedar pickets, and galvanized hardware.
- ii. 8’ galvanized steel post with 2” diameter embedded be set 2’ into a concrete footing 10” in diameter. The steel post shall have a 2” galvanized steel cap plate on top of the post to prevent water from entering the post. Post shall be installed on 8’ centers.
- iii. 2” x 4” rails shall be pressure treated, Number 2 Grade or better. The 2” x 4” material shall be fastened with galvanized clamps and nails at each attachment point. Three 2” x 4” rails shall be installed equally spaced between the steel post.
- iv. 1” x 6” x 6’ cedar pickets shall be Number 2 Grade or better. The cedar pickets shall be installed without any space between the pickets and fastened with two #8D galvanized nails (or approved equal) at each attachment point.
- v. The fence shall be installed according to all City of Hallettsville regulations.
- vi. The price for this shall include the removal and disposal of existing wooden fence, installation of the new fence, and cleanup of the construction site.

n. Large Fiberglass Pull Box Unit Pull Box - LG

The unit to install Pull box – LG shall include the 6’x8’x7’ excavation to install the box level with the existing grade. The bottom of the pull box shall be placed on a minimum of 8” of ½” crushed rock to level the pull box.

o. Service Transfer Unit SVC

Transfer existing overhead service conductor from old pole to new pole. This unit to include any new clamps, grips, splicing of conductor and miscellaneous materials required to transfer service.

C. LUMP SUM PRICING NOTES

Lump sum prices shall include all necessary labor, Contractor furnished minor material, equipment (to include backyard tracked units as needed), vehicles, tools, supervision, fuel, maintenance, travel time, traffic control, utility locates, mobilization, demobilization, and any associated expense involved including, digging, loading, unloading and delivery of Hallettsville-furnished material to or from Hallettsville’s material yard to job sites.

It shall be assumed that all work performed on this contract will be on energized lines as it may not be possible to de-energize any particular section of line as needed.

All lump sum prices shall reflect having to perform the work on an energized circuit.

NOTE: All pole installations include loading and hauling pole from Hallettsville's pole yard to the job site location, checking with all entities to clear possible underground interferences, digging hole, setting pole, and tamping backfill with air or hydraulic equipment.

All pole removals include pulling or topping pole, backfilling hole and tamping, removing ground wire and miscellaneous hardware, hauling and disposing of pole. Sawing pole at or below ground line is NOT acceptable.

NOTE: All lump sum pricing includes installing or removing wire, dead-ending wire, temporary jumpers, tying or untying wire, sagging wire, spreading wire, installing or removing stirrups, clamps and connectors, splices and permanent jumpers on new wire, and removing armor rods from old wire. New primary, neutral and open wire secondary conductor shall be sagged with dynamometer or wave return method with sags charts provided by the Engineer.

1. It is understood the Contractor is responsible for ensuring that any existing utilities are properly located prior to digging and shall make a reasonable effort not to damage any existing utilities. All locating expenses shall be included in the lump sum price.
2. All poles and/or material shall be picked up by the Contractor at Hallettsville's warehouse and this shall be included in the lump sum pricing. Unless otherwise specified, Hallettsville shall furnish all material.
3. All equipment, hardware and wire removed shall be stripped and returned to Hallettsville's warehouse. This shall be included in the lump sum price.
4. All services that will not reattach to the new pole shall not be replaced. Splices will be accepted.

BIDDER'S QUALIFICATION STATEMENT

a. The contents of this statement are CONFIDENTIAL.

Submitted by:

Name of Organization _____

Name of Individual _____

Title _____

Address _____

Telephone _____

b. Submitted to:

Name _____

Address _____

Telephone _____

Project Name and Description (if applicable)

c. Contractor's General Business Information

Check If:

Corporation

Partnership

Joint Venture

Sole Proprietorship

d. If Corporation:

a. Date and State of Incorporation

b. List of Executive Officers

Name

Title

e. If Partnership:

a. Date and State of Organization

b. Names of Current General Partners

c. Type of Partnership

General Publicly Traded

Limited Other (describe): _____

f. If Joint Venture:

a. Date and State of Organization

b. Name, Address and Form of Organization of Joint Venture Partners: (Indicate managing partner by an asterisk*)

g. If Sole Proprietorship:

a. Date and State of Organization

b. Name and Address of Owner or Owners

1. Provide a list of major engineered construction projects completed by this organization in the past five (5) years. Please include owner's name, location, phone number, approximate dollar value, type of facilities and date of completion. Also include the names of supervisors and types of equipment used to perform this work. (If joint venture list each participant's projects separately).
2. Provide a list of current projects under construction by this organization, please include owner's name, location, phone number, approximate dollar value, and type of facilities (If joint venture, list each participant's projects separately).
3. Name of surety company and name, address, and phone number of agent.

4. Is your organization a member of a controlled group of corporations as defined in I.R.C. Sec. 1563?

Yes No

If yes, show names and addresses of affiliated companies.

5. Provide the details of the construction experience of the principal individuals of your organization directly involved in construction operations, as further described in Construction Bid Requirements and Specifications Section I.2.(b) Contractor's Field Organization.

6. Has your organization ever failed to complete any construction contract awarded to it?

Yes No

If yes, describe circumstances on attachment.

7. Has any Corporate officer, partner, joint venture participant or proprietor ever failed to complete a construction contract awarded to him or her in their own name or when acting as a principal of another organization?

Yes No

If yes, describe circumstances on attachment. In the last five years, has your organization ever failed to substantially complete a project in a timely manner?

Yes No

If yes, describe circumstances on attachment.

8. Indicate general type of work performed with your own work force.

9. If required, can your organization provide a bid bond for this project? Yes No

10. What is your approximate total bonding capacity?

- \$500,000 to \$2,000,000
- \$2,000,000 to \$5,000,000
- \$5,000,000 to \$10,000,00
- \$10,000,000 or more

11. Describe the permanent safety program you maintain within your organization and provide safety information as describe in Construction Bid Requirements and Specifications Section I.3. Safety information. Use attachment if necessary.

12. Furnish the following information with respect to an accredited banking institution familiar with your organization.

Name of Bank _____

Address _____

Account Manager _____

Telephone _____

LUMP SUM PROPOSAL SHEET
2026 Pole Replacement, Pepsi Transformer Relocation, & Glen's Packing Transformer Relocation

LUMP SUM BID	
1. 2026 POLE REPLACEMENTS	\$
2. PEPSI TRANSFORMER RELOCATION	\$
3. GLEN'S PACKING TRANSFORMER RELOCATION	\$
TOTAL	\$

*ALTERNATE LUMP SUM BID: Vegetation Management (Tree Trimming) Along Projects Routes	
1. 2026 POLE REPLACEMENTS	\$
2. PEPSI TRANSFORMER RELOCATION	\$
3. GLEN'S PACKING TRANSFORMER RELOCATION	\$
TOTAL	\$
<i>*Note that these alternate lump sum bids are in addition to the above lump sum bids for the work to be done.</i>	

I certify that if our company was chosen to construct this project, we will be able to begin and complete construction between _____; **but no later than** _____.

The undersigned certifies that he has fully read and understands this "Request for Bid" and has full knowledge of the scope, quantity, and quality of the services and materials to be furnished and intends to adhere to the provisions described herein. The undersigned also affirms that they are duly authorized to submit this Bid, that this Bid has not been prepared in collusion with any other Contractor, and that the contents of this Bid have not been communicated to any other Contractor prior to the official opening of this Bid. Additionally, the undersigned affirms that the Contractor is willing to sign the enclosed Contract, if awarded the Bid.

Name of Organization: _____

By: _____

Title: _____

Dated: _____

Notary Public Signature

Date Commission Expires

APPENDIX A:

MEI CONSTRUCTION DRAWINGS AND STAKING SHEETS



v4.0.6

5/24/2021

Southwire Company

Mccord Engineering Inc.
McCord Engineering, Inc. F-2664 PO Box 10047 College Station, TX 77842

Conductor: #1/0 AWG 6/1 ACSR "Raven"

Area = 0.0967 in², Diameter = 0.398 in, Weight = 0.145 lb/ft, RBS = 4370 lb
Notes =

Stress-strain data from Chart No. 1-938

Chart Notes: Type 17 ACSR (6/1), #1 AWG and larger. Contact your conductor
manufacturer to verify stress-strain coefficients.

Limits and Outputs in Average Tensions

Span = 100.00 ft Special Load Zone
Creep governs the final sag

Loading Limits						
Cond.	Temp	Ice	Wind	K	Limit	Usage
'F	'C	in	lb/ft ²	lb/ft		
15.0	-9.4	0.25G	4.00	0.20	500 lb*	Initial
15.0	-9.4	0.00	0.00	0.00	35.0 %	Initial
15.0	-9.4	0.00	0.00	0.00	25.0 %	Final
60.0	15.6	0.00	0.00	0.00		Creep

Design Points							Final			Initial		
Cond.	Temp	Ice	Wind	K	Weight	Sag	Tension	RBS	Sag	Tension	RBS	
'F	'C	in	lb/ft ²	lb/ft	lb/ft	ft	lb	%	ft	lb	%	
15.0	-9.4	0.25G	4.00	0.20	0.658	1.66	494	11.3	1.65	500*	11.4	
32.0	0.0	0.50G	0.00	0.00	0.703	1.84	478	10.9	1.81	485	11.1	
32.0	0.0	0.25G	0.00	0.00	0.346	1.63	266	6.1	1.56	278	6.4	
0.0	-17.8	0.00	0.00	0.00	0.145	1.04	174	4.0	0.91	198	4.5	
15.0	-9.4	0.00	0.00	0.00	0.145	1.25	145	3.3	1.14	159	3.6	
30.0	-1.1	0.00	0.00	0.00	0.145	1.45	125	2.9	1.34	136	3.1	
60.0	15.6	0.00	0.00	0.00	0.145	1.79	101	2.3	1.68	108	2.5	
90.0	32.2	0.00	0.00	0.00	0.145	2.03	90	2.1	1.98	92	2.1	
120.0	48.9	0.00	0.00	0.00	0.145	2.18	83	1.9	2.16	84	1.9	

* Design Condition

G Glazed Ice Density of 57.0 lb/ft³

Certain information such as the data, opinions or recommendations set forth herein or given by Southwire representatives, is intended as a general guide only. Each installation of overhead electrical conductor and/or conductor accessories involves special conditions creating problems that require individual solutions and, therefore, the recipient of this information has the sole responsibility in connection with the use of the information. Southwire does not assume any liability in connection with such information.



3/18/2026

Southwire Company

MidSouth Electric Co-op MS-6
McCord Engineering, Inc. College Station, TX 979-764-8356

Conductor: #1/0 AWG 6/1 ACSR "Raven/HS"

Area = 0.0967 in^2, Diameter = 0.398 in, Weight = 0.145 lb/ft, RBS = 4640 lb
Notes =

Stress-strain data from Chart No. 1-938

Chart Notes: Type 17 ACSR (6/1), #1 AWG and larger. Contact your conductor
manufacturer to verify stress-strain coefficients.

Limits and Outputs in Average Tensions

Span = 150.00 ft

Special Load Zone

Creep governs the final sag

Loading Limits

Table with 6 columns: Cond. Temp (F/C), Ice (in), Wind (lb/ft^2), K (lb/ft), Limit, Usage. Rows show various temperature and wind conditions and their corresponding limits and usage types (Initial, Final, Creep).

Design Points

Table with 10 columns: Cond. Temp (F/C), Ice (in), Wind (lb/ft^2), K (lb/ft), Weight (lb/ft), Sag (ft), Final Tension (lb), Sag (ft), Initial Tension (lb). Rows list various design conditions and their corresponding weight, sag, and tension values.

* Design Condition

G Glazed Ice Density of 57.0 lb/ft^3

Certain information such as the data, opinions or recommendations set forth herein or given by Southwire representatives, is intended as a general guide only. Each installation of overhead electrical conductor and/or conductor accessories involves special conditions creating problems that require individual solutions and, therefore, the recipient of this information has the sole responsibility in connection with the use of the information. Southwire does not assume any liability in connection with such information.



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- EXISTING ELECTRIC FACILITIES
- PROPOSED ELECTRIC FACILITIES
- REMOVE EXISTING ELECTRIC FACILITIES
- EXISTING RIGHT-OF-WAY
- EXISTING POLE
- PROPOSED POLE IN NEW LOCATION
- PROPOSED POLE IN EXISTING LOCATION
- EXISTING TRANSFORMER
- EXISTING FOREIGN PEDESTAL
- EXISTING FOREIGN PULL BOX
- EXISTING FOREIGN VAULT
- EXISTING PAD MOUNT TRANSFORMER
- METER LOCATION

- LEGEND**
- PROPOSED TRANSFORMER IN EXISTING LOCATION
 - PROPOSED NEW TRANSFORMER
 - EXISTING GUY LOCATION
 - EXISTING LIGHT
 - EXISTING OVERHEAD GUY
 - EXISTING SINGLE-PHASE OVERHEAD POWER LINE
 - EXISTING V-PHASE OVERHEAD POWER LINE
 - EXISTING THREE-PHASE OVERHEAD POWER LINE
 - EXISTING SECONDARY OR SERVICE
 - EXISTING SECONDARY OR SERVICE UNDERBUILD
 - EXISTING PRIMARY UNDERGROUND
 - EXISTING SECONDARY UNDERGROUND
 - EXISTING FENCE

- PROPOSED FUSE
- PROPOSED AIR BREAK SWITCH
- PROPOSED CAPACITOR BANK

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF BIDDING UNDER THE AUTHORITY OF: REX N. WOODS, P.E. 87089 MARCH 31, 2026 THIS DOCUMENT IS NOT TO BE USED FOR CONSTRUCTION OR PERMITTING PURPOSES.

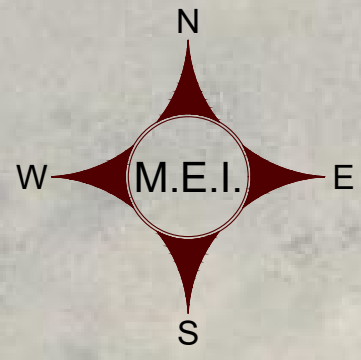
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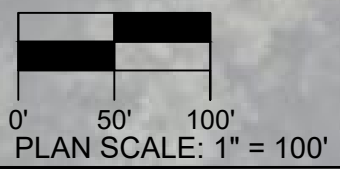
**OVERALL ELECTRIC DESIGN
HALLETTSVILLE POLE REPLACEMENT**

McCord Engineering, Inc. Texas Registered Engineering Firm F-2664
916 Southwest Parkway East
College Station, TX 77840
(979) 764-8356

SCALE: 1"=1000'	DATE: 01/23/2026	DWG NO. MEI-19200	SHEET NO. 1 OF 13
DRAWN BY: CRP	JOB CODE: HA-3-P.1	REV: ###	#####



2



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LEGEND	
	EXISTING ELECTRIC FACILITIES
	PROPOSED ELECTRIC FACILITIES
	REMOVE EXISTING ELECTRIC FACILITIES
	EXISTING RIGHT-OF-WAY
	EXISTING POLE
	PROPOSED POLE IN NEW LOCATION
	PROPOSED POLE IN EXISTING LOCATION
	EXISTING TRANSFORMER
	EXISTING FOREIGN PEDESTAL
	EXISTING FOREIGN PULL BOX
	EXISTING FOREIGN VAULT
	EXISTING PAD MOUNT TRANSFORMER
	METER LOCATION
	PROPOSED TRANSFORMER IN EXISTING LOCATION
	PROPOSED NEW TRANSFORMER
	EXISTING GUY LOCATION
	EXISTING LIGHT
	EXISTING OVERHEAD GUY
	EXISTING SINGLE-PHASE OVERHEAD POWER LINE
	EXISTING V-PHASE OVERHEAD POWER LINE
	EXISTING THREE-PHASE OVERHEAD POWER LINE
	EXISTING SECONDARY OR SERVICE
	EXISTING SECONDARY OR SERVICE UNDERBUILD
	EXISTING PRIMARY UNDERGROUND
	EXISTING SECONDARY UNDERGROUND
	EXISTING FENCE
	PROPOSED FUSE
	PROPOSED AIR BREAK SWITCH
	PROPOSED CAPACITOR BANK

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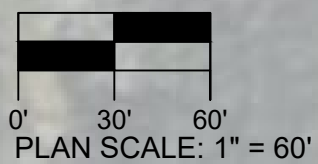
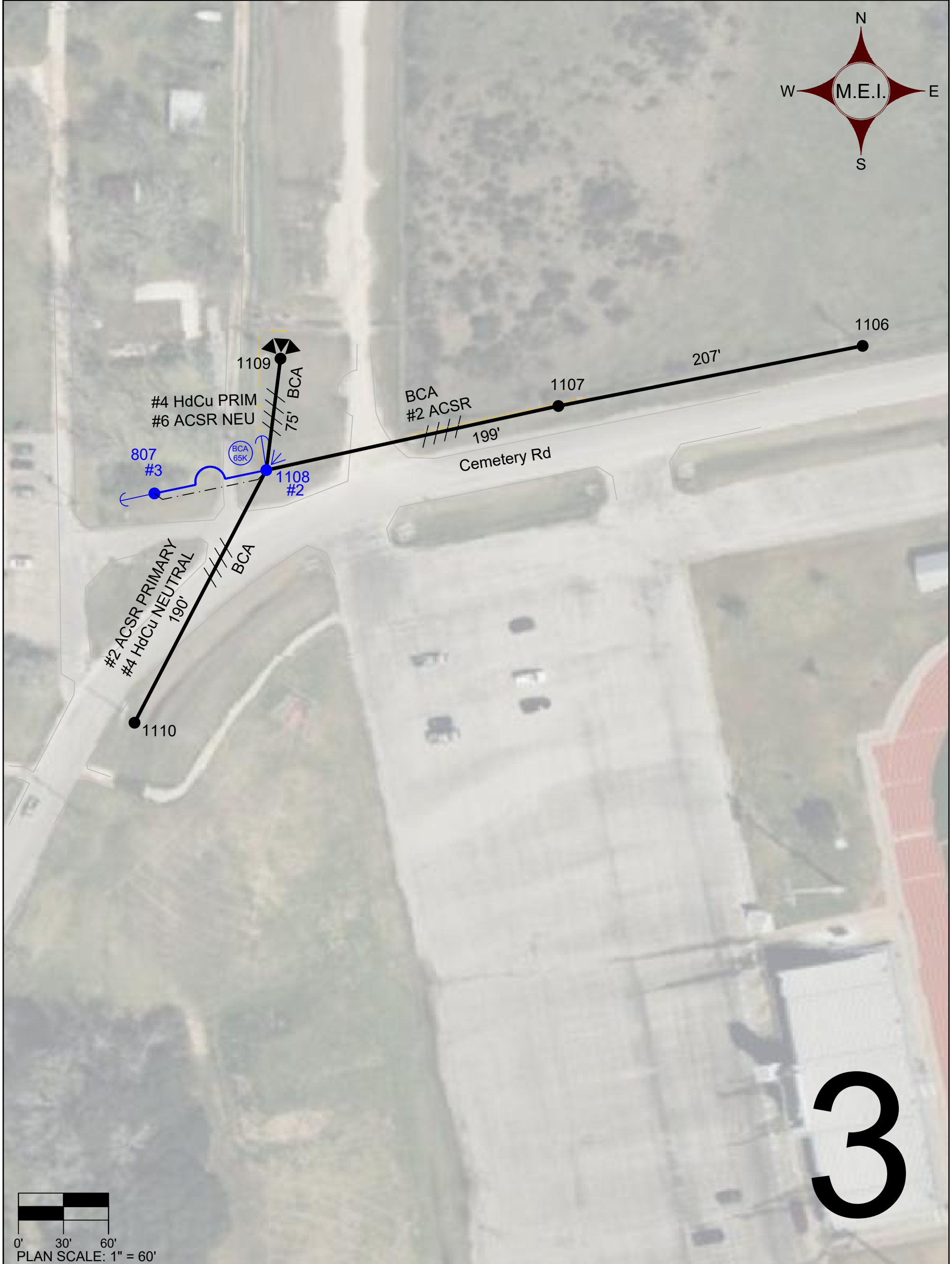
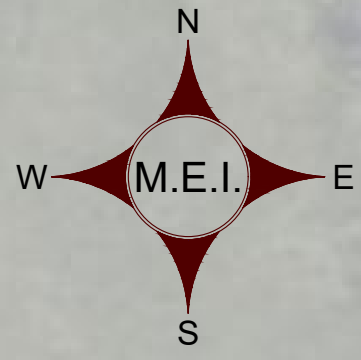
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OVERALL ELECTRIC DESIGN
HALLETTVILLE POLE REPLACEMENT

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SCALE: 1"=100'	DATE: 01/23/2026	DWG NO. MEI-19200	SHEET NO. 2 OF 13
DRAWN BY: CRP	JOB CODE: HA-3-P.1	REV: ###	#####



LEGEND	
	EXISTING ELECTRIC FACILITIES
	PROPOSED ELECTRIC FACILITIES
	REMOVE EXISTING ELECTRIC FACILITIES
	EXISTING RIGHT-OF-WAY
	EXISTING POLE
	PROPOSED POLE IN NEW LOCATION
	PROPOSED POLE IN EXISTING LOCATION
	EXISTING TRANSFORMER
	EXISTING FOREIGN PEDESTAL
	EXISTING FOREIGN PULL BOX
	EXISTING FOREIGN VAULT
	EXISTING PAD MOUNT TRANSFORMER
	METER LOCATION
	PROPOSED TRANSFORMER IN EXISTING LOCATION
	PROPOSED NEW TRANSFORMER
	EXISTING GUY LOCATION
	EXISTING LIGHT
	EXISTING OVERHEAD GUY
	EXISTING SINGLE-PHASE OVERHEAD POWER LINE
	EXISTING V-PHASE OVERHEAD POWER LINE
	EXISTING THREE-PHASE OVERHEAD POWER LINE
	EXISTING SECONDARY OR SERVICE
	EXISTING SECONDARY OR SERVICE UNDERBUILD
	EXISTING PRIMARY UNDERGROUND
	EXISTING SECONDARY UNDERGROUND
	EXISTING FENCE
	PROPOSED FUSE
	PROPOSED AIR BREAK SWITCH
	PROPOSED CAPACITOR BANK

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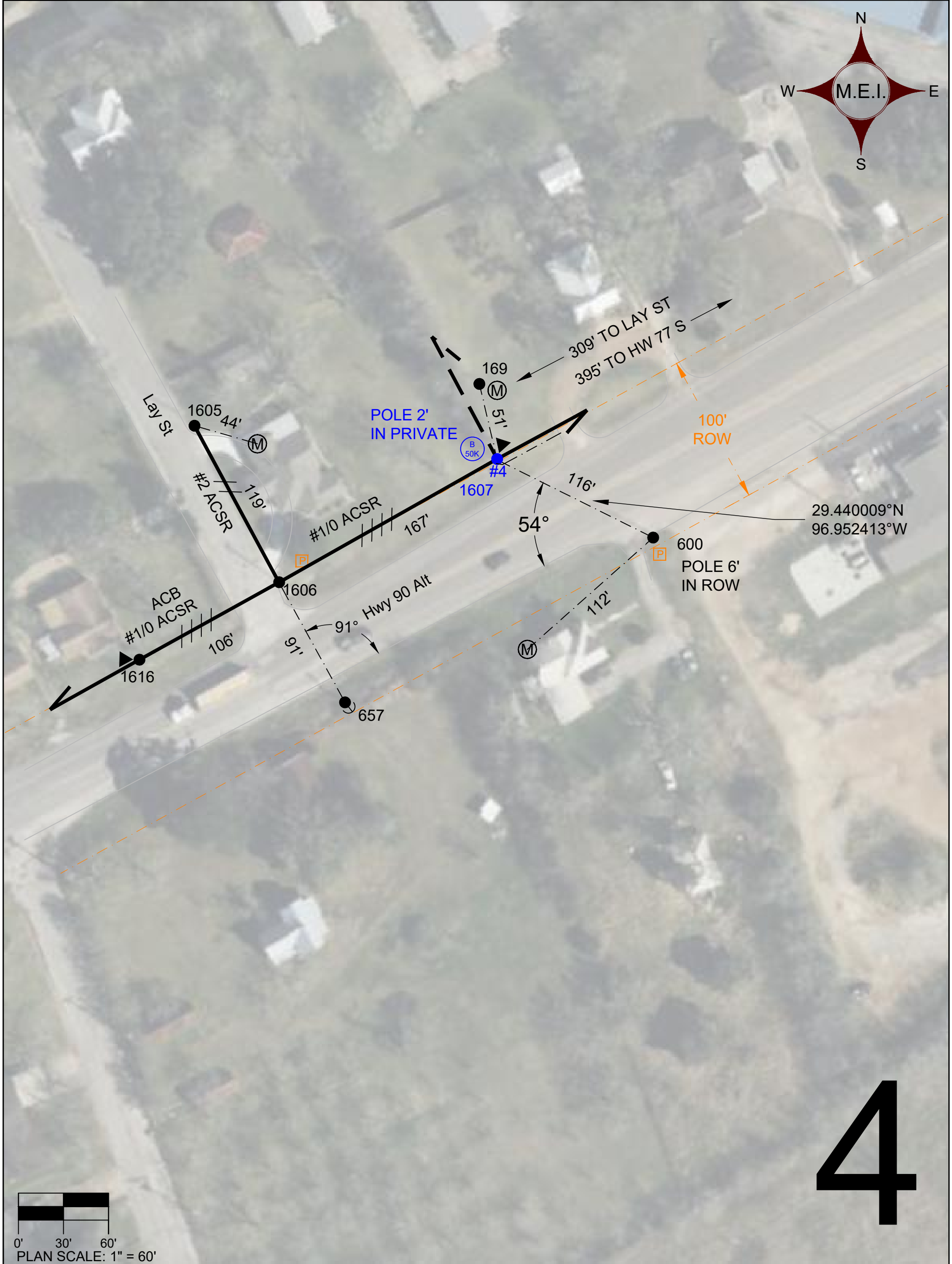
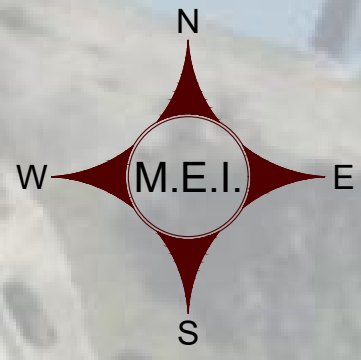
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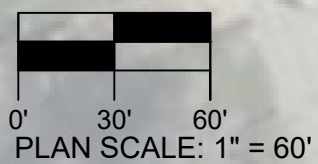
OVERALL ELECTRIC DESIGN
HALLETTSVILLE POLE REPLACEMENT

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College Station, TX 77840
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SCALE: 1"=60'	DATE: 01/23/2026	DWG NO. MEI-19200	SHEET NO. 3 OF 13
DRAWN BY: CRP	JOB CODE: HA-3-P.1	REV: ###	#####



4



LEGEND	
	EXISTING ELECTRIC FACILITIES
	PROPOSED ELECTRIC FACILITIES
	REMOVE EXISTING ELECTRIC FACILITIES
	EXISTING RIGHT-OF-WAY
	EXISTING POLE
	PROPOSED POLE IN NEW LOCATION
	PROPOSED POLE IN EXISTING LOCATION
	EXISTING TRANSFORMER
	EXISTING FOREIGN PEDESTAL
	EXISTING FOREIGN PULL BOX
	EXISTING FOREIGN VAULT
	EXISTING PAD MOUNT TRANSFORMER
	METER LOCATION
	PROPOSED TRANSFORMER IN EXISTING LOCATION
	PROPOSED NEW TRANSFORMER
	EXISTING GUY LOCATION
	EXISTING LIGHT
	EXISTING OVERHEAD GUY
	EXISTING SINGLE-PHASE OVERHEAD POWER LINE
	EXISTING V-PHASE OVERHEAD POWER LINE
	EXISTING THREE-PHASE OVERHEAD POWER LINE
	EXISTING SECONDARY OR SERVICE
	EXISTING SECONDARY OR SERVICE UNDERBUILD
	EXISTING PRIMARY UNDERGROUND
	EXISTING SECONDARY UNDERGROUND
	EXISTING FENCE
	PROPOSED FUSE
	PROPOSED AIR BREAK SWITCH
	PROPOSED CAPACITOR BANK

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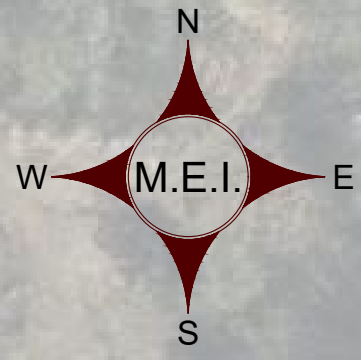
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HALLETTSVILLE POLE REPLACEMENT

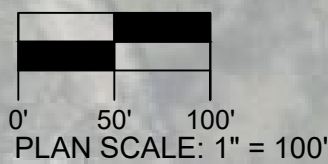
McCord Engineering, Inc. Texas Registered Engineering Firm F-2664
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College Station, TX 77840
(979) 764-8356

SCALE: 1"=60'	DATE: 01/23/2026	DWG NO. MEI-19200	SHEET NO. 4 OF 13
DRAWN BY: CRP	JOB CODE: HA-3-P.1	REV: #####	



CONTRACTOR TO REMAIN IN EASEMENT FROM POLE 1497 TO POLE 1518 DUE TO DIFFICULT LANDOWNER.

5



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LEGEND			
	EXISTING ELECTRIC FACILITIES		PROPOSED TRANSFORMER IN EXISTING LOCATION
	PROPOSED ELECTRIC FACILITIES		PROPOSED NEW TRANSFORMER
	REMOVE EXISTING ELECTRIC FACILITIES		EXISTING GUY LOCATION
	EXISTING RIGHT-OF-WAY		EXISTING LIGHT
	EXISTING POLE		EXISTING OVERHEAD GUY
	PROPOSED POLE IN NEW LOCATION		EXISTING SINGLE-PHASE OVERHEAD POWER LINE
	PROPOSED POLE IN EXISTING LOCATION		EXISTING V-PHASE OVERHEAD POWER LINE
	EXISTING TRANSFORMER		EXISTING THREE-PHASE OVERHEAD POWER LINE
	EXISTING FOREIGN PEDESTAL		EXISTING SECONDARY OR SERVICE
	EXISTING FOREIGN PULL BOX		EXISTING SECONDARY OR SERVICE UNDERBUILD
	EXISTING FOREIGN VAULT		EXISTING PRIMARY UNDERGROUND
	EXISTING PAD MOUNT TRANSFORMER		EXISTING SECONDARY UNDERGROUND
	METER LOCATION		EXISTING FENCE
			PROPOSED FUSE
			PROPOSED AIR BREAK SWITCH
			PROPOSED CAPACITOR BANK

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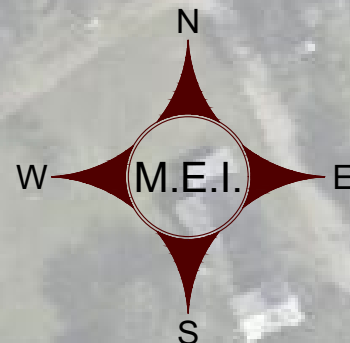
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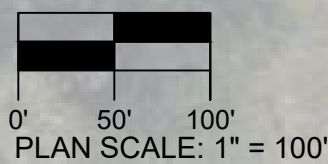
OVERALL ELECTRIC DESIGN
HALLETTSVILLE POLE REPLACEMENT

MCCORD ENGINEERING, INC. Texas Registered Engineering Firm F-2664
916 Southwest Parkway East
College Station, TX 77840
(979) 764-8356

SCALE: 1"=100'	DATE: 01/23/2026	DWG NO. MEI-19200	SHEET NO. 5 OF 13
DRAWN BY: CRP	JOB CODE: HA-3-P.1	REV: ###	#####



CONTRACTOR TO REMAIN IN EASEMENT FROM POLE 1497 TO POLE 1518 DUE TO DIFFICULT LANDOWNER.



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- EXISTING ELECTRIC FACILITIES
- PROPOSED ELECTRIC FACILITIES
- REMOVE EXISTING ELECTRIC FACILITIES
- EXISTING RIGHT-OF-WAY
- EXISTING POLE
- PROPOSED POLE IN NEW LOCATION
- PROPOSED POLE IN EXISTING LOCATION
- EXISTING TRANSFORMER
- EXISTING FOREIGN PEDESTAL
- EXISTING FOREIGN PULL BOX
- EXISTING FOREIGN VAULT
- EXISTING PAD MOUNT TRANSFORMER
- METER LOCATION

LEGEND

- PROPOSED TRANSFORMER IN EXISTING LOCATION
- PROPOSED NEW TRANSFORMER
- EXISTING GUY LOCATION
- EXISTING LIGHT
- EXISTING OVERHEAD GUY
- EXISTING SINGLE-PHASE OVERHEAD POWER LINE
- EXISTING V-PHASE OVERHEAD POWER LINE
- EXISTING THREE-PHASE OVERHEAD POWER LINE
- EXISTING SECONDARY OR SERVICE
- EXISTING SECONDARY OR SERVICE UNDERBUILD
- EXISTING PRIMARY UNDERGROUND
- EXISTING SECONDARY UNDERGROUND
- EXISTING FENCE

- PROPOSED FUSE
- PROPOSED AIR BREAK SWITCH
- PROPOSED CAPACITOR BANK

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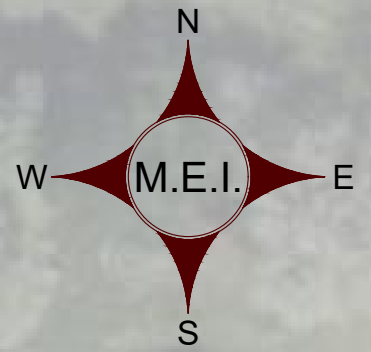
OVERALL ELECTRIC DESIGN
HALLETTSVILLE POLE REPLACEMENT

MCCORD ENGINEERING, INC. Texas Registered Engineering Firm F-2664
916 Southwest Parkway East
College Station, TX 77840
(979) 764-8356

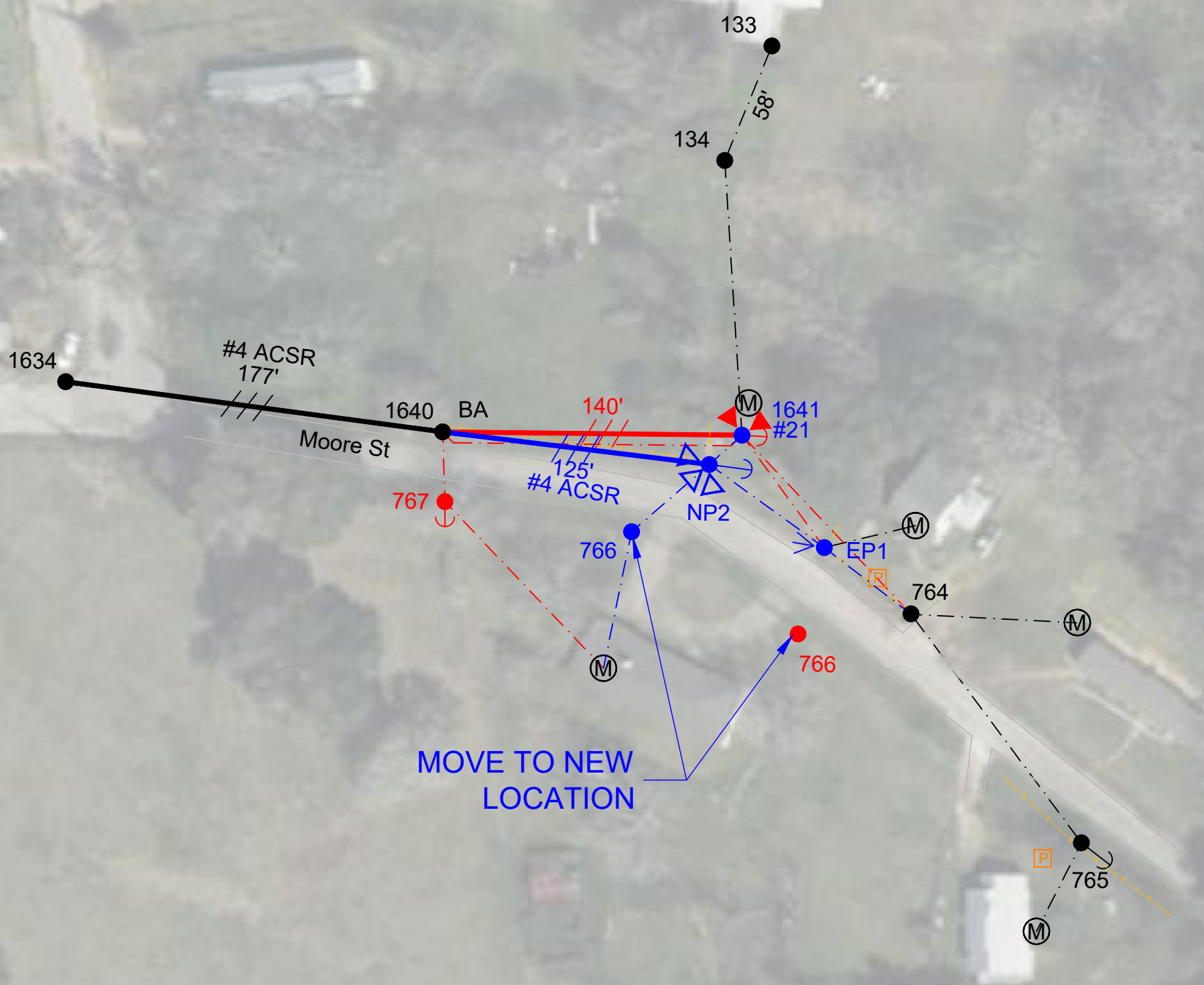
SCALE: 1"=100'	DATE: 01/23/2026	DWG NO. MEI-19200	SHEET NO. 6 OF 13
DRAWN BY: CRP	JOB CODE: HA-3-P.1	REV: ###	#####

MATCH LINE "B"

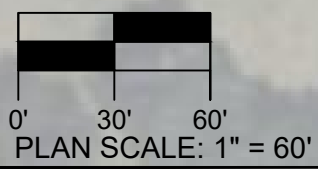
8



MATCH LINE "A"



MOVE TO NEW LOCATION



LEGEND	
	EXISTING ELECTRIC FACILITIES
	PROPOSED ELECTRIC FACILITIES
	REMOVE EXISTING ELECTRIC FACILITIES
	EXISTING RIGHT-OF-WAY
	EXISTING POLE
	PROPOSED POLE IN NEW LOCATION
	PROPOSED POLE IN EXISTING LOCATION
	EXISTING TRANSFORMER
	EXISTING FOREIGN PEDESTAL
	EXISTING FOREIGN PULL BOX
	EXISTING FOREIGN VAULT
	EXISTING PAD MOUNT TRANSFORMER
	METER LOCATION
	PROPOSED TRANSFORMER IN EXISTING LOCATION
	PROPOSED NEW TRANSFORMER
	EXISTING GUY LOCATION
	EXISTING LIGHT
	EXISTING OVERHEAD GUY
	EXISTING SINGLE-PHASE OVERHEAD POWER LINE
	EXISTING V-PHASE OVERHEAD POWER LINE
	EXISTING THREE-PHASE OVERHEAD POWER LINE
	EXISTING SECONDARY OR SERVICE
	EXISTING SECONDARY OR SERVICE UNDERBUILD
	EXISTING PRIMARY UNDERGROUND
	EXISTING SECONDARY UNDERGROUND
	EXISTING FENCE
	PROPOSED FUSE
	PROPOSED AIR BREAK SWITCH
	PROPOSED CAPACITOR BANK

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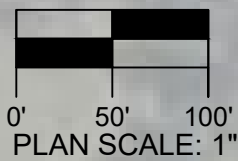
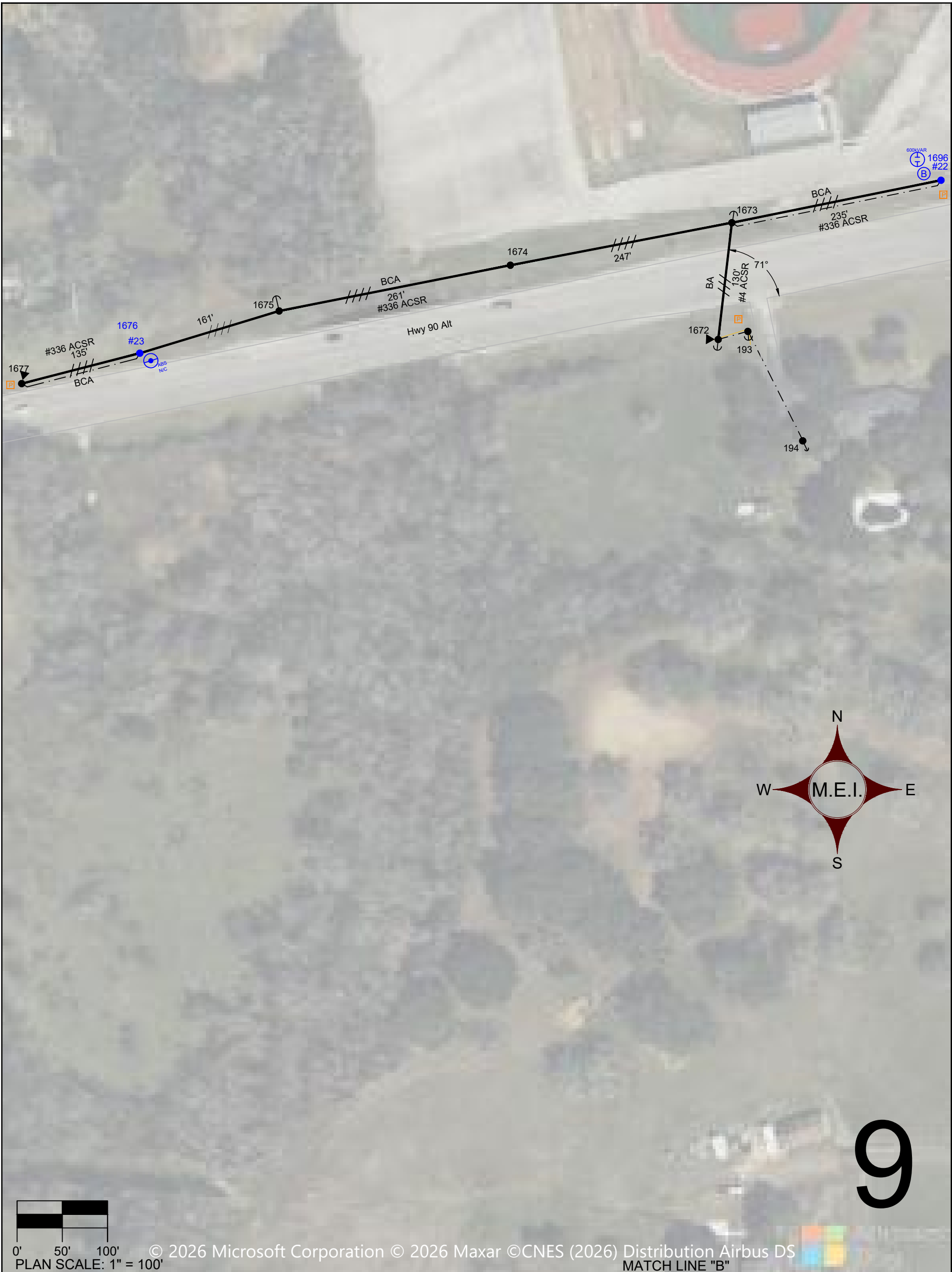
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OVERALL ELECTRIC DESIGN
HALLETTSVILLE POLE REPLACEMENT

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DRAWN BY: CRP	JOB CODE: HA-3-P.1	REV: ###	####



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MATCH LINE "B"

- EXISTING ELECTRIC FACILITIES
- PROPOSED ELECTRIC FACILITIES
- REMOVE EXISTING ELECTRIC FACILITIES
- EXISTING RIGHT-OF-WAY
- EXISTING POLE
- PROPOSED POLE IN NEW LOCATION
- PROPOSED POLE IN EXISTING LOCATION
- EXISTING TRANSFORMER
- EXISTING FOREIGN PEDESTAL
- EXISTING FOREIGN PULL BOX
- EXISTING FOREIGN VAULT
- EXISTING PAD MOUNT TRANSFORMER
- METER LOCATION

LEGEND

- PROPOSED TRANSFORMER IN EXISTING LOCATION
- PROPOSED NEW TRANSFORMER
- EXISTING GUY LOCATION
- EXISTING LIGHT
- EXISTING OVERHEAD GUY
- EXISTING SINGLE-PHASE OVERHEAD POWER LINE
- EXISTING V-PHASE OVERHEAD POWER LINE
- EXISTING THREE-PHASE OVERHEAD POWER LINE
- EXISTING SECONDARY OR SERVICE
- EXISTING SECONDARY OR SERVICE UNDERBUILD
- EXISTING PRIMARY UNDERGROUND
- EXISTING SECONDARY UNDERGROUND
- EXISTING FENCE

- PROPOSED FUSE
- PROPOSED AIR BREAK SWITCH
- PROPOSED CAPACITOR BANK

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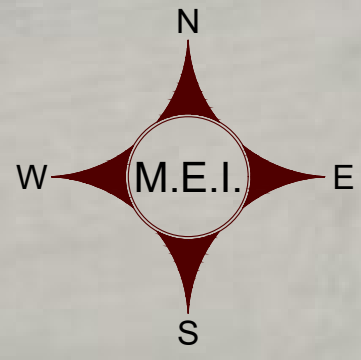
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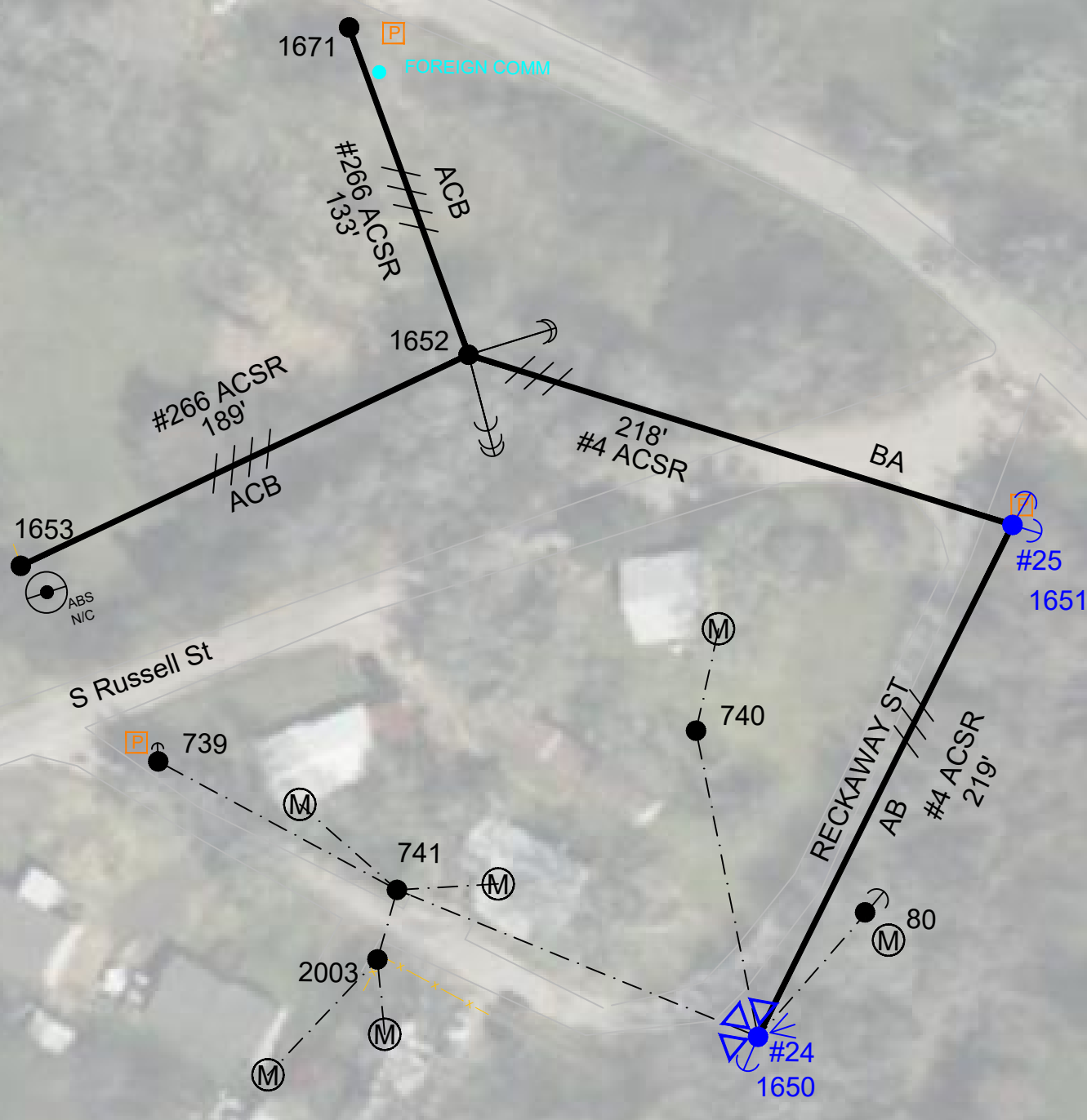
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College Station, TX 77840
(979) 764-8356

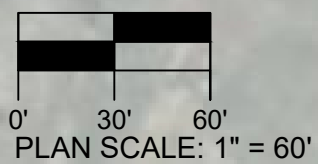
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DRAWN BY: CRP	JOB CODE: HA-3-P.1	REV: ###	#####



Edna St
S Ridge St



10



LEGEND	
	EXISTING ELECTRIC FACILITIES
	PROPOSED ELECTRIC FACILITIES
	REMOVE EXISTING ELECTRIC FACILITIES
	EXISTING RIGHT-OF-WAY
	EXISTING POLE
	PROPOSED POLE IN NEW LOCATION
	PROPOSED POLE IN EXISTING LOCATION
	EXISTING TRANSFORMER
	EXISTING FOREIGN PEDESTAL
	EXISTING FOREIGN PULL BOX
	EXISTING FOREIGN VAULT
	EXISTING PAD MOUNT TRANSFORMER
	METER LOCATION
	PROPOSED TRANSFORMER IN EXISTING LOCATION
	PROPOSED NEW TRANSFORMER
	EXISTING GUY LOCATION
	EXISTING LIGHT
	EXISTING OVERHEAD GUY
	EXISTING SINGLE-PHASE OVERHEAD POWER LINE
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	PROPOSED AIR BREAK SWITCH
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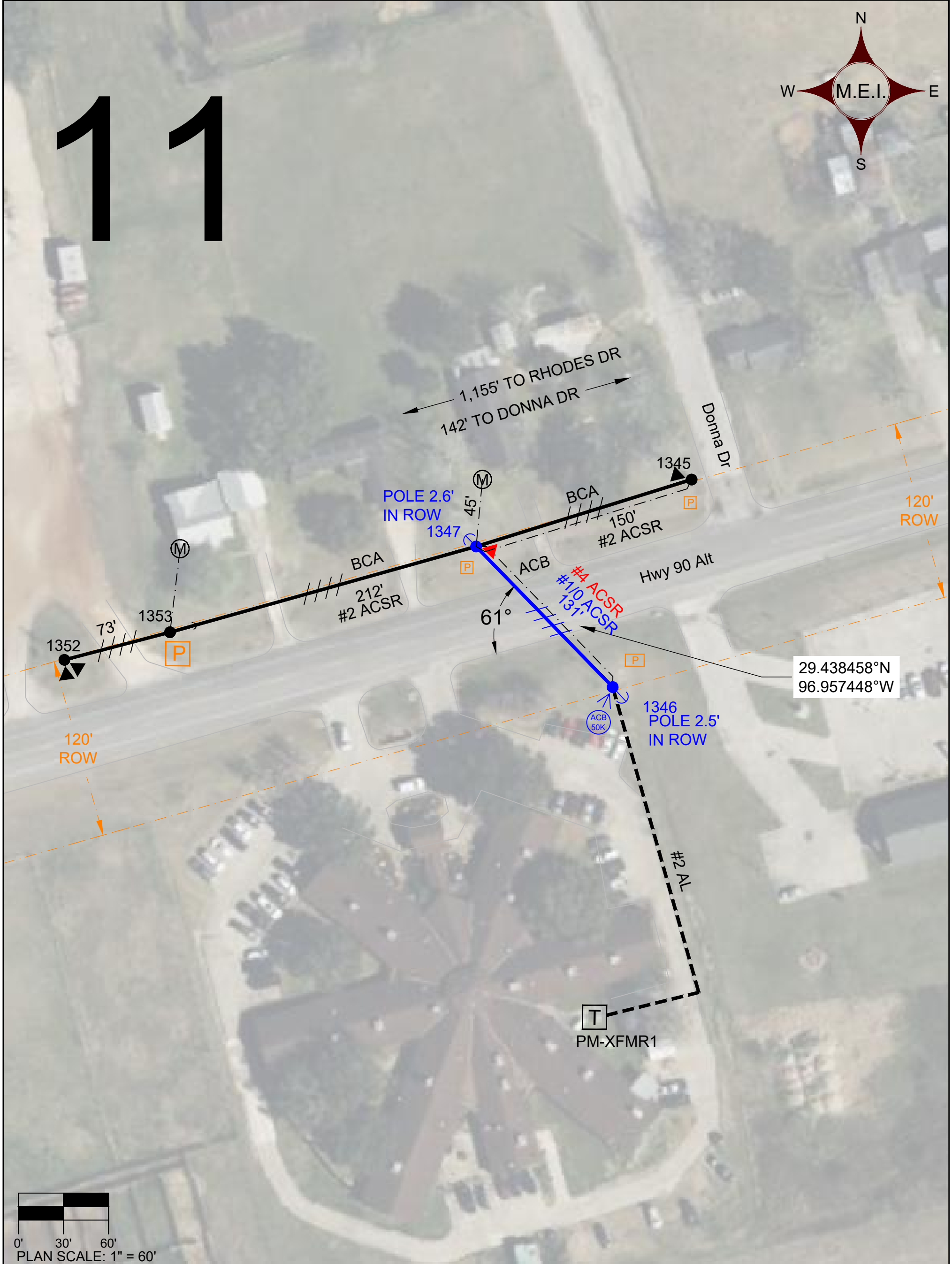


OVERALL ELECTRIC DESIGN
HALLETTSVILLE POLE REPLACEMENT

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Texas Registered Engineering Firm F-2664
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SCALE: 1"=60'	DATE: 01/23/2026	DWG NO. MEI-19200	SHEET NO. 10 OF 13
DRAWN BY: CRP	JOB CODE: HA-3-P.1	REV: ###	####

11



0' 30' 60'
PLAN SCALE: 1" = 60'

LEGEND	
	EXISTING ELECTRIC FACILITIES
	PROPOSED ELECTRIC FACILITIES
	REMOVE EXISTING ELECTRIC FACILITIES
	EXISTING RIGHT-OF-WAY
	EXISTING POLE
	PROPOSED POLE IN NEW LOCATION
	PROPOSED POLE IN EXISTING LOCATION
	EXISTING TRANSFORMER
	EXISTING FOREIGN PEDESTAL
	EXISTING FOREIGN PULL BOX
	EXISTING FOREIGN VAULT
	EXISTING PAD MOUNT TRANSFORMER
	METER LOCATION
	PROPOSED TRANSFORMER IN EXISTING LOCATION
	PROPOSED NEW TRANSFORMER
	EXISTING GUY LOCATION
	EXISTING LIGHT
	EXISTING OVERHEAD GUY
	EXISTING SINGLE-PHASE OVERHEAD POWER LINE
	EXISTING V-PHASE OVERHEAD POWER LINE
	EXISTING THREE-PHASE OVERHEAD POWER LINE
	EXISTING SECONDARY OR SERVICE
	EXISTING SECONDARY OR SERVICE UNDERBUILD
	EXISTING PRIMARY UNDERGROUND
	EXISTING SECONDARY UNDERGROUND
	EXISTING FENCE
	PROPOSED FUSE
	PROPOSED AIR BREAK SWITCH
	PROPOSED CAPACITOR BANK

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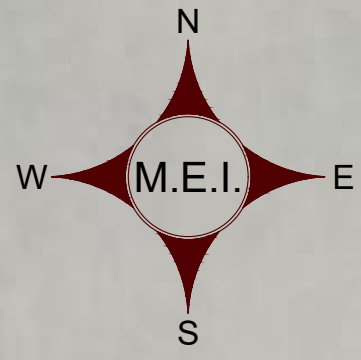
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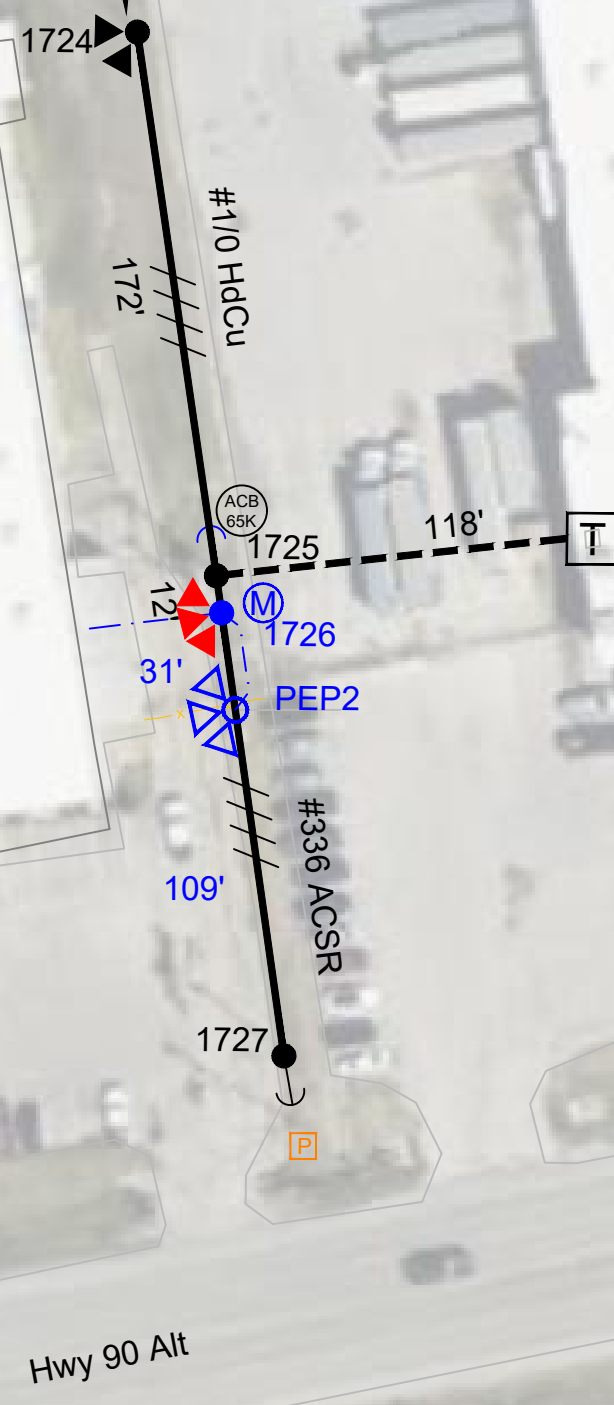
OVERALL ELECTRIC DESIGN
HALLETTSVILLE POLE REPLACEMENT

MCCORD ENGINEERING, INC. Texas Registered Engineering Firm F-2664
916 Southwest Parkway East
College Station, TX 77840
(979) 764-8356

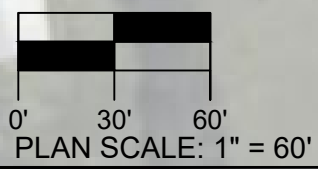
SCALE: 1"=60'	DATE: 01/23/2026	DWG NO. MEI-19200	SHEET NO. 11 OF 13
DRAWN BY: CRP	JOB CODE: HA-3-P.1	REV: ###	REVISIONS: #####



10KVA IS DE-ENERGIZED



12



LEGEND	
	EXISTING ELECTRIC FACILITIES
	PROPOSED ELECTRIC FACILITIES
	REMOVE EXISTING ELECTRIC FACILITIES
	EXISTING RIGHT-OF-WAY
	EXISTING POLE
	PROPOSED POLE IN NEW LOCATION
	PROPOSED POLE IN EXISTING LOCATION
	EXISTING TRANSFORMER
	EXISTING FOREIGN PEDESTAL
	EXISTING FOREIGN PULL BOX
	EXISTING FOREIGN VAULT
	EXISTING PAD MOUNT TRANSFORMER
	METER LOCATION
	PROPOSED TRANSFORMER IN EXISTING LOCATION
	PROPOSED NEW TRANSFORMER
	EXISTING GUY LOCATION
	EXISTING LIGHT
	EXISTING OVERHEAD GUY
	EXISTING SINGLE-PHASE OVERHEAD POWER LINE
	EXISTING V-PHASE OVERHEAD POWER LINE
	EXISTING THREE-PHASE OVERHEAD POWER LINE
	EXISTING SECONDARY OR SERVICE
	EXISTING SECONDARY OR SERVICE UNDERBUILD
	EXISTING PRIMARY UNDERGROUND
	EXISTING SECONDARY UNDERGROUND
	EXISTING FENCE
	PROPOSED FUSE
	PROPOSED AIR BREAK SWITCH
	PROPOSED CAPACITOR BANK

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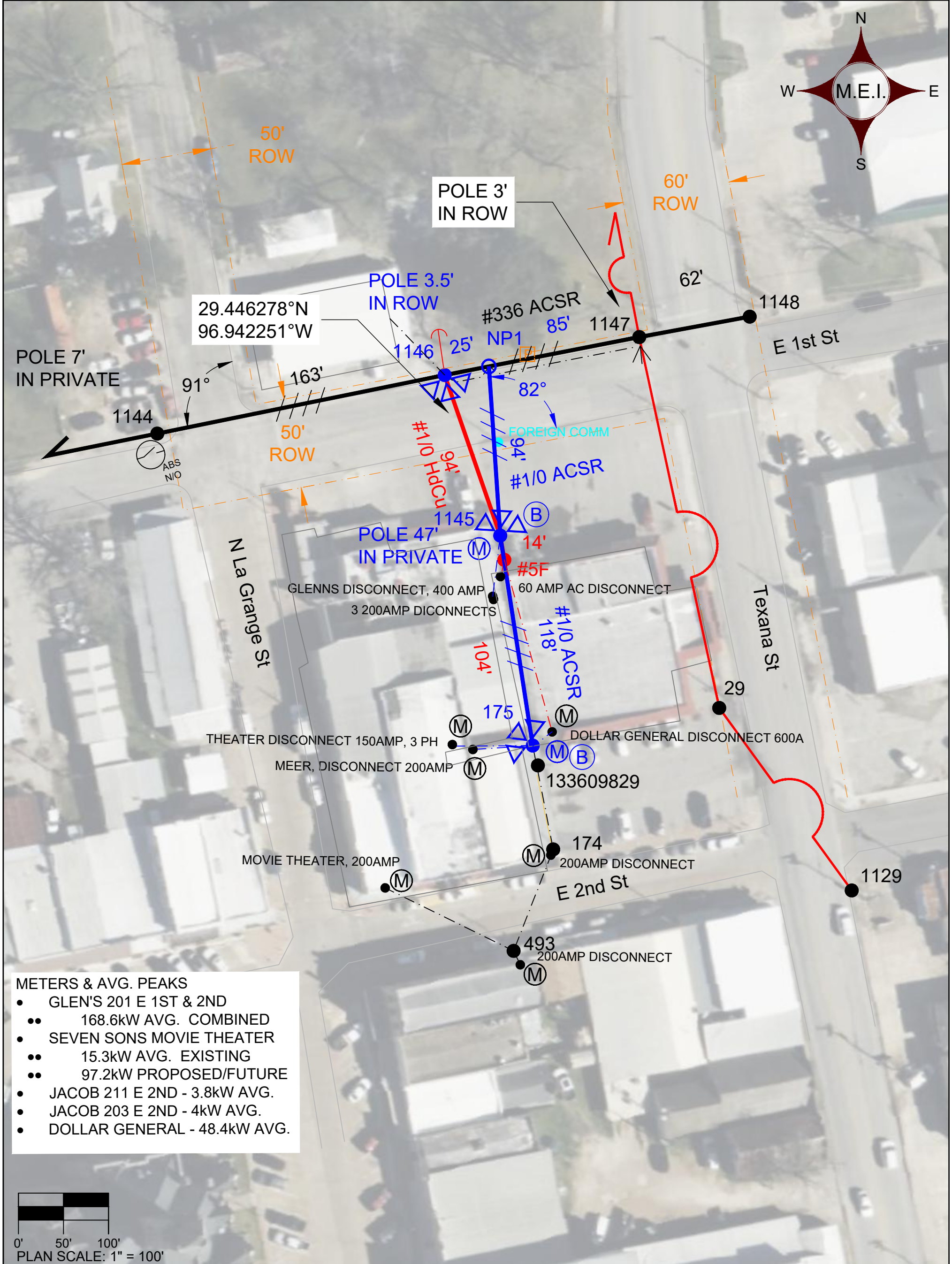
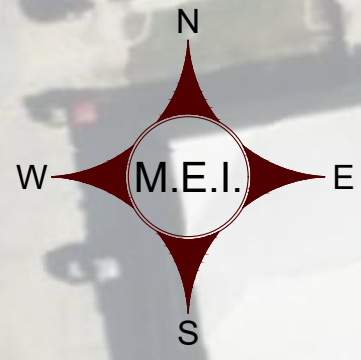
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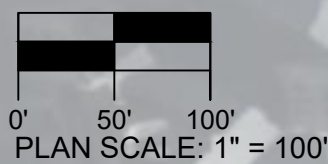
OVERALL ELECTRIC DESIGN
HALLETTSVILLE POLE REPLACEMENT

MCCORD ENGINEERING, INC. Texas Registered Engineering Firm F-2664
916 Southwest Parkway East
College Station, TX 77840
(979) 764-8356

SCALE: 1"=60'	DATE: 01/23/2026	DWG NO. MEI-19200	SHEET NO. 12 OF 13
DRAWN BY: CRP	JOB CODE: HA-3-P.1	REV: #####	



- METERS & AVG. PEAKS**
- GLEN'S 201 E 1ST & 2ND
 - 168.6kW AVG. COMBINED
 - SEVEN SONS MOVIE THEATER
 - 15.3kW AVG. EXISTING
 - 97.2kW PROPOSED/FUTURE
 - JACOB 211 E 2ND - 3.8kW AVG.
 - JACOB 203 E 2ND - 4kW AVG.
 - DOLLAR GENERAL - 48.4kW AVG.



LEGEND			
	EXISTING ELECTRIC FACILITIES		PROPOSED TRANSFORMER IN EXISTING LOCATION
	PROPOSED ELECTRIC FACILITIES		PROPOSED NEW TRANSFORMER
	REMOVE EXISTING ELECTRIC FACILITIES		EXISTING GUY LOCATION
	EXISTING RIGHT-OF-WAY		EXISTING LIGHT
	EXISTING POLE		EXISTING OVERHEAD GUY
	PROPOSED POLE IN NEW LOCATION		EXISTING SINGLE-PHASE OVERHEAD POWER LINE
	PROPOSED POLE IN EXISTING LOCATION		EXISTING V-PHASE OVERHEAD POWER LINE
	EXISTING TRANSFORMER		EXISTING THREE-PHASE OVERHEAD POWER LINE
	EXISTING FOREIGN PEDESTAL		EXISTING SECONDARY OR SERVICE
	EXISTING FOREIGN PULL BOX		EXISTING SECONDARY OR SERVICE UNDERBUILD
	EXISTING FOREIGN VAULT		EXISTING PRIMARY UNDERGROUND
	EXISTING PAD MOUNT TRANSFORMER		EXISTING SECONDARY UNDERGROUND
	METER LOCATION		EXISTING FENCE
			PROPOSED FUSE
			PROPOSED AIR BREAK SWITCH
			PROPOSED CAPACITOR BANK

OVERALL ELECTRIC DESIGN
HALLETTSVILLE POLE REPLACEMENT

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Texas Registered Engineering Firm F-2664
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College Station, TX 77840
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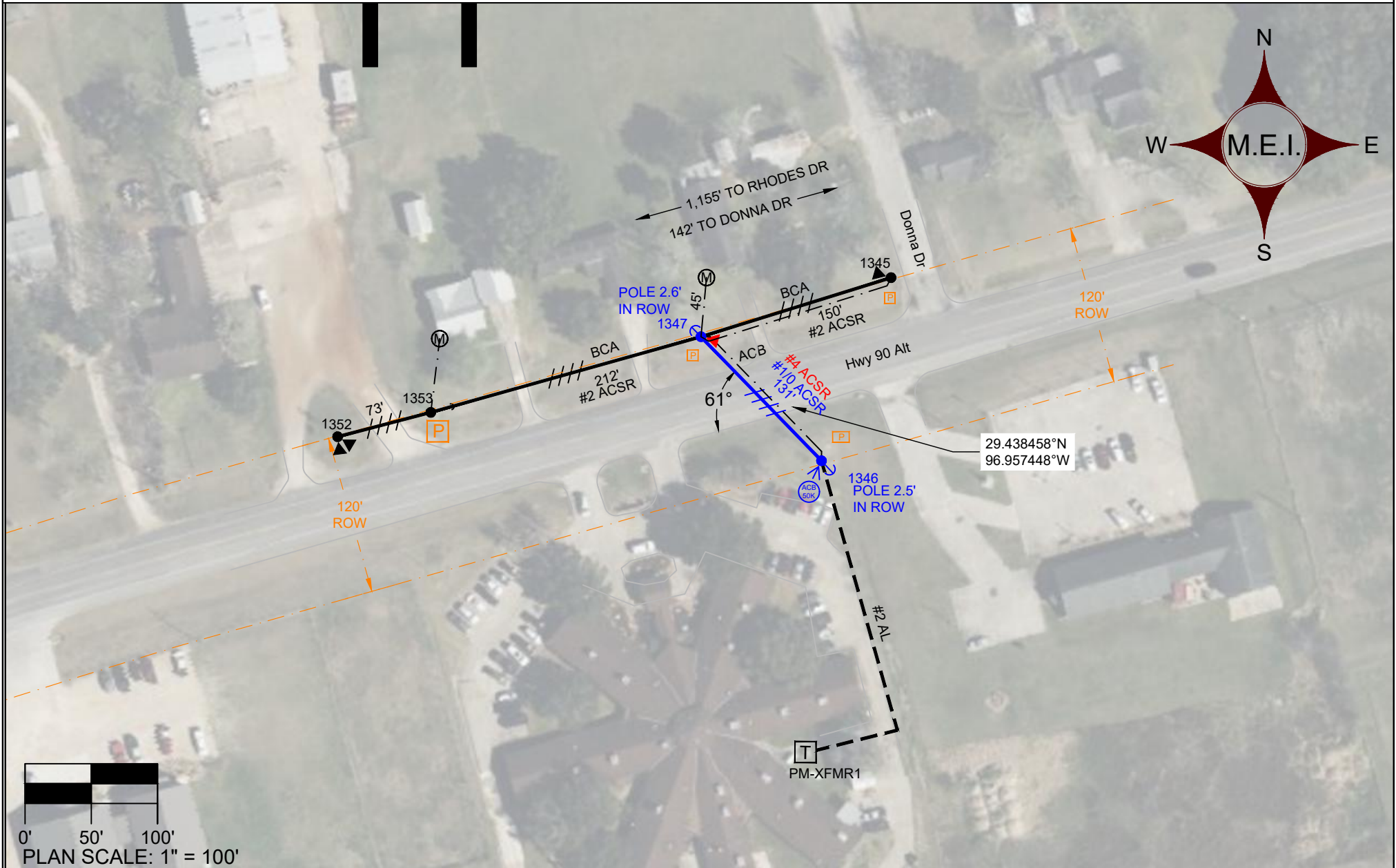
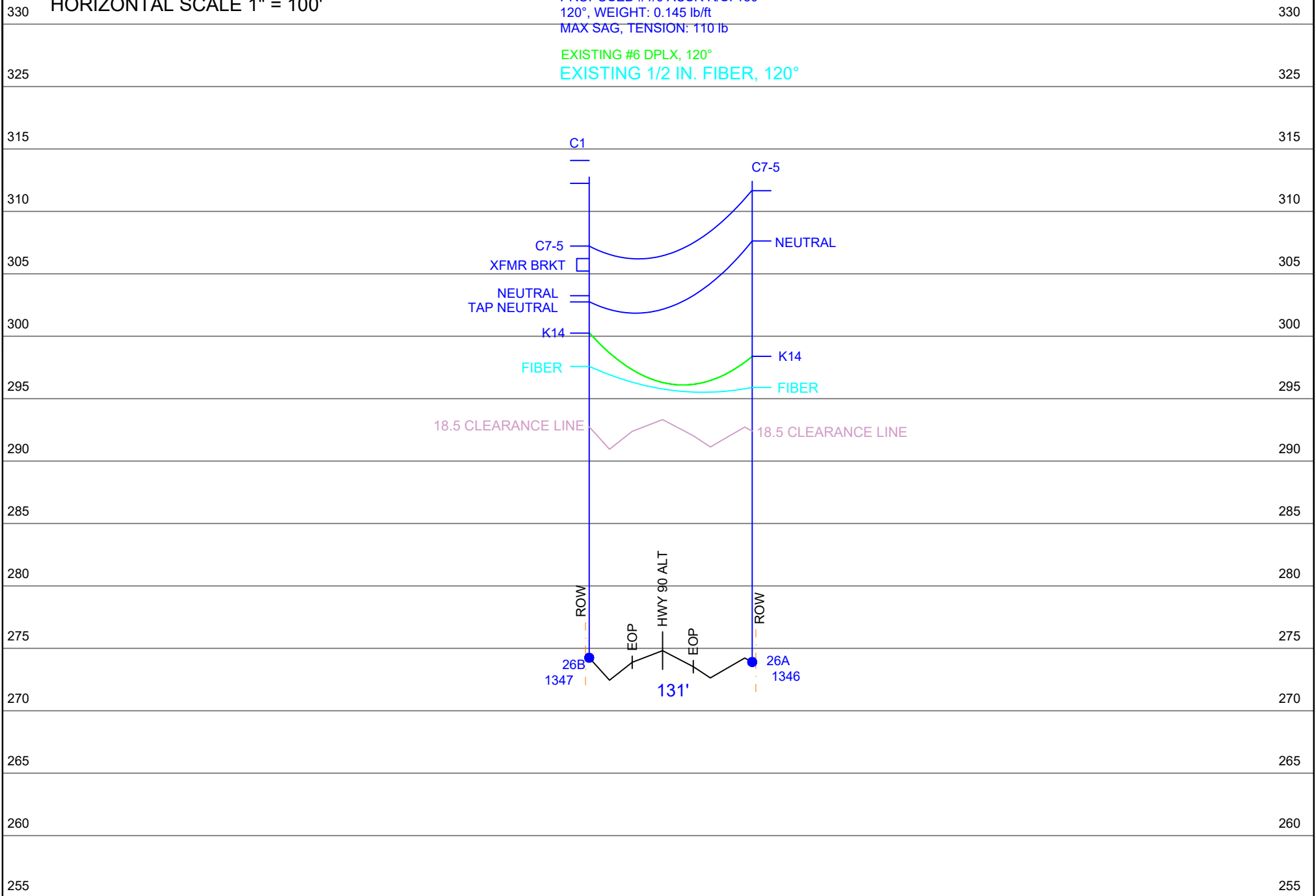
SCALE: 1"=100'	DATE: 01/23/2026	DWG NO.:	SHEET NO.:
DRAWN BY: CRP	JOB CODE: HA-3-P.1	MEI-19200	13 OF 13
			REV: #####

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VERTICAL SCALE: 1" = 10'
 HORIZONTAL SCALE 1" = 100'

PROPOSED #1/0 ACSR R/S: 150'
 120°, WEIGHT: 0.145 lb/ft
 MAX SAG, TENSION: 110 lb

EXISTING #6 DPLX, 120°
 EXISTING 1/2 IN. FIBER, 120°



LEGEND	
	EXISTING ELECTRIC FACILITIES
	PROPOSED ELECTRIC FACILITIES
	REMOVE EXISTING ELECTRIC FACILITIES
	EXISTING RIGHT-OF-WAY
	EXISTING POLE
	PROPOSED POLE IN NEW LOCATION
	PROPOSED POLE IN EXISTING LOCATION
	EXISTING TRANSFORMER
	EXISTING FOREIGN PEDESTAL
	EXISTING FOREIGN PULL BOX
	EXISTING FOREIGN VAULT
	EXISTING PAD MOUNT TRANSFORMER
	METER LOCATION
	PROPOSED TRANSFORMER IN EXISTING LOCATION
	PROPOSED NEW TRANSFORMER
	EXISTING GUY LOCATION
	EXISTING LIGHT
	EXISTING OVERHEAD GUY
	EXISTING SINGLE-PHASE OVERHEAD POWER LINE
	EXISTING V-PHASE OVERHEAD POWER LINE
	EXISTING THREE-PHASE OVERHEAD POWER LINE
	EXISTING SECONDARY OR SERVICE
	EXISTING SECONDARY OR SERVICE UNDERBUILD
	EXISTING PRIMARY UNDERGROUND
	EXISTING SECONDARY UNDERGROUND
	EXISTING FENCE
	PROPOSED FUSE
	PROPOSED AIR BREAK SWITCH
	PROPOSED CAPACITOR BANK

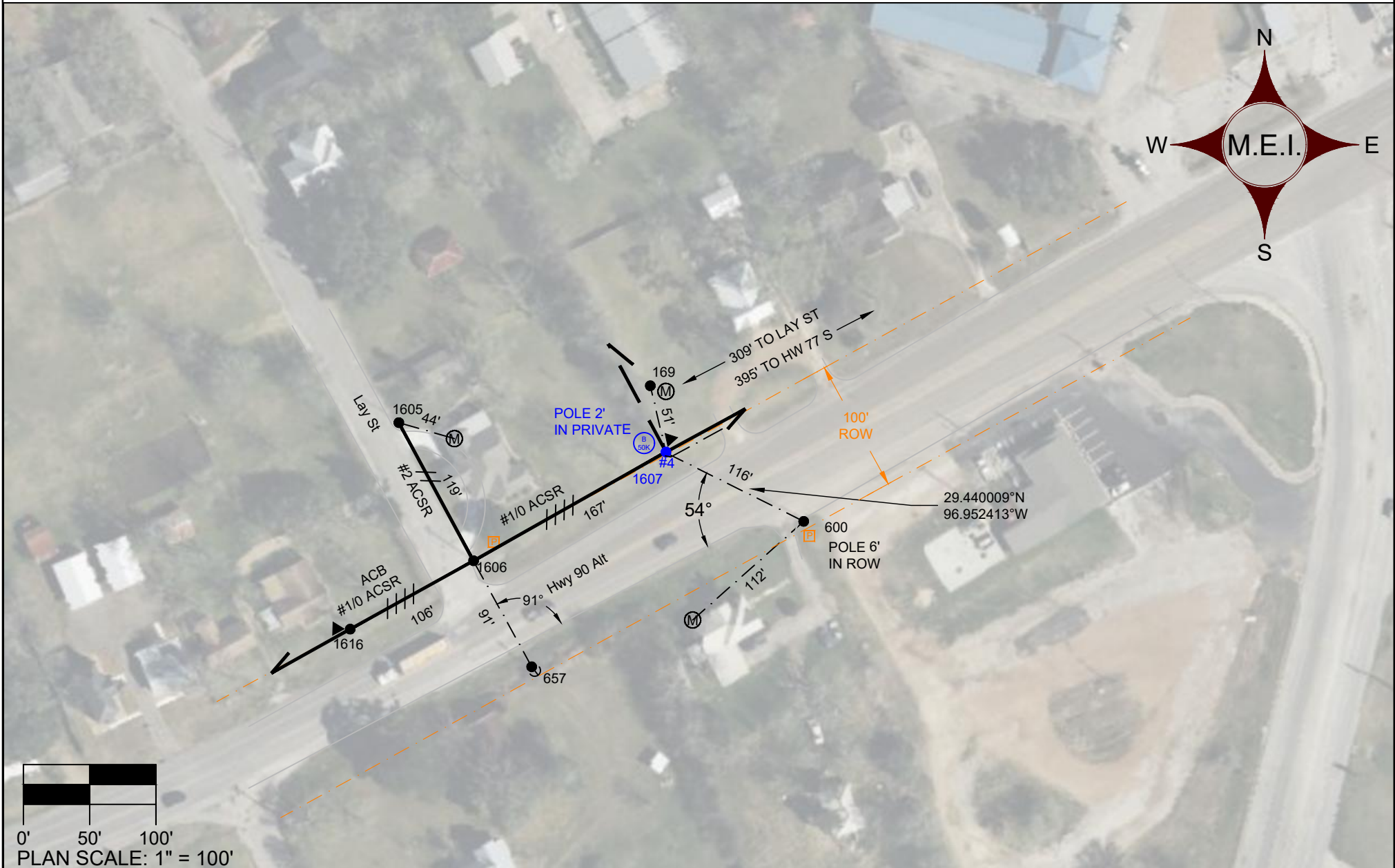
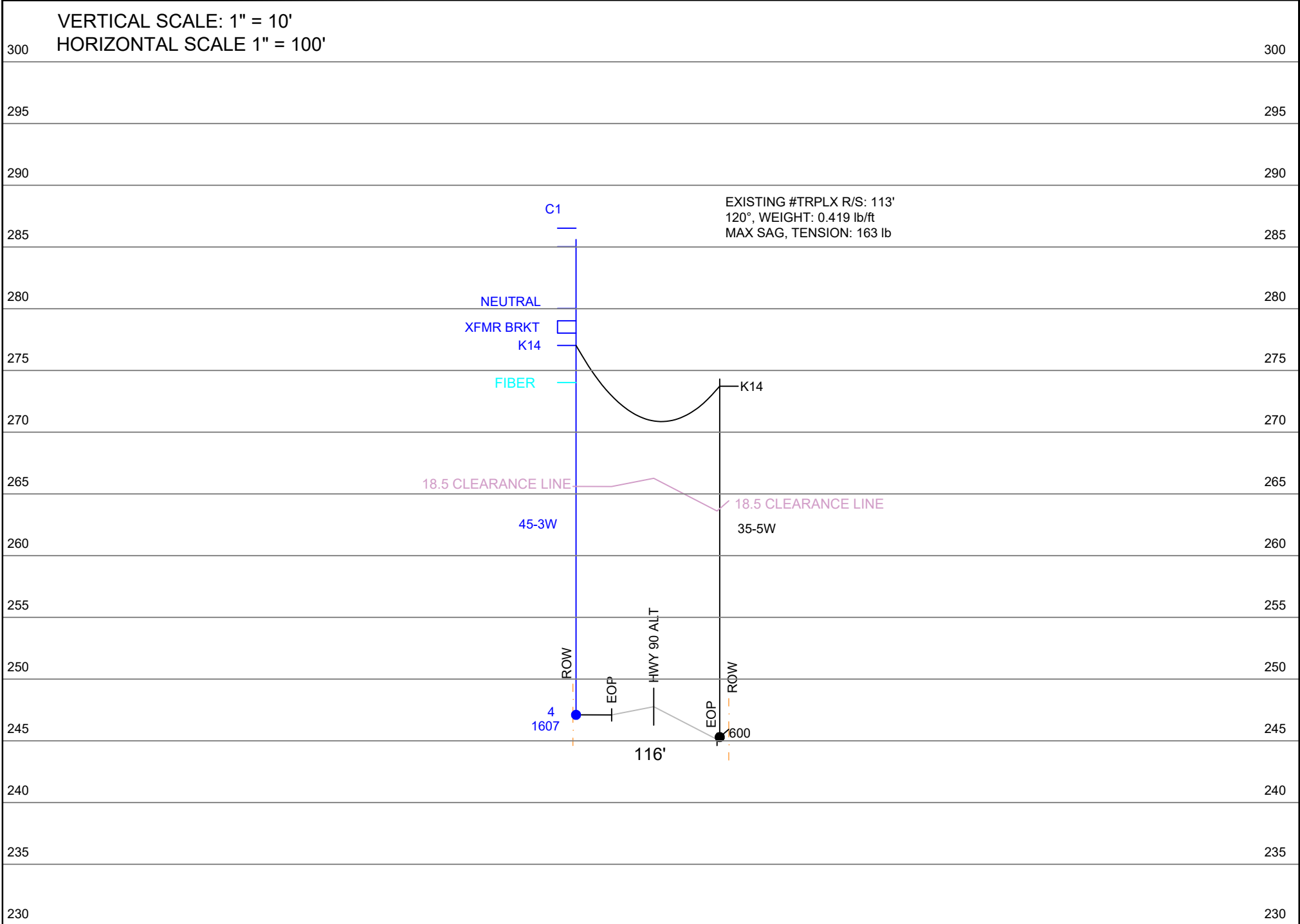
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TXDOT PERMIT
HALLETTSVILLE POLE REPLACEMENT

MCCORD ENGINEERING, INC. Texas Registered Engineering Firm F-2664
 916 Southwest Parkway East
 College Station, TX 77840
 (979) 764-8356

SCALE: VARIES	DATE: 01/23/2026	DWG NO. MEI-19200	SHEET NO. 1 OF 1
DRAWN BY: KTF	JOB CODE: HA-3-P.1	REV: ###	####



LEGEND	
	EXISTING ELECTRIC FACILITIES
	PROPOSED ELECTRIC FACILITIES
	REMOVE EXISTING ELECTRIC FACILITIES
	EXISTING RIGHT-OF-WAY
	EXISTING POLE
	PROPOSED POLE IN NEW LOCATION
	PROPOSED POLE IN EXISTING LOCATION
	EXISTING TRANSFORMER
	EXISTING FOREIGN PEDESTAL
	EXISTING FOREIGN PULL BOX
	EXISTING FOREIGN VAULT
	EXISTING PAD MOUNT TRANSFORMER
	METER LOCATION
	PROPOSED TRANSFORMER IN EXISTING LOCATION
	PROPOSED NEW TRANSFORMER
	EXISTING GUY LOCATION
	EXISTING LIGHT
	EXISTING OVERHEAD GUY
	EXISTING SINGLE-PHASE OVERHEAD POWER LINE
	EXISTING V-PHASE OVERHEAD POWER LINE
	EXISTING THREE-PHASE OVERHEAD POWER LINE
	EXISTING SECONDARY OR SERVICE
	EXISTING SECONDARY OR SERVICE UNDERBUILD
	EXISTING PRIMARY UNDERGROUND
	EXISTING SECONDARY UNDERGROUND
	EXISTING FENCE
	PROPOSED FUSE
	PROPOSED AIR BREAK SWITCH
	PROPOSED CAPACITOR BANK



TXDOT PERMIT
HALLETTSVILLE POLE REPLACEMENT

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 MARCH 31, 2026
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SCALE: VARIES	DATE: 01/23/2026	DWG NO.:	SHEET NO.:
DRAWN BY: KTF	JOB CODE: HA-3-P.1	MEI-19200	1 OF 1
			REV: ###
			#####

Texas Registered Engineering Firm F-2664
 916 Southwest Parkway East
 College Station, TX 77840
 (979) 764-8356

VERTICAL SCALE: 1" = 10'
 HORIZONTAL SCALE 1" = 100'

280

280

275

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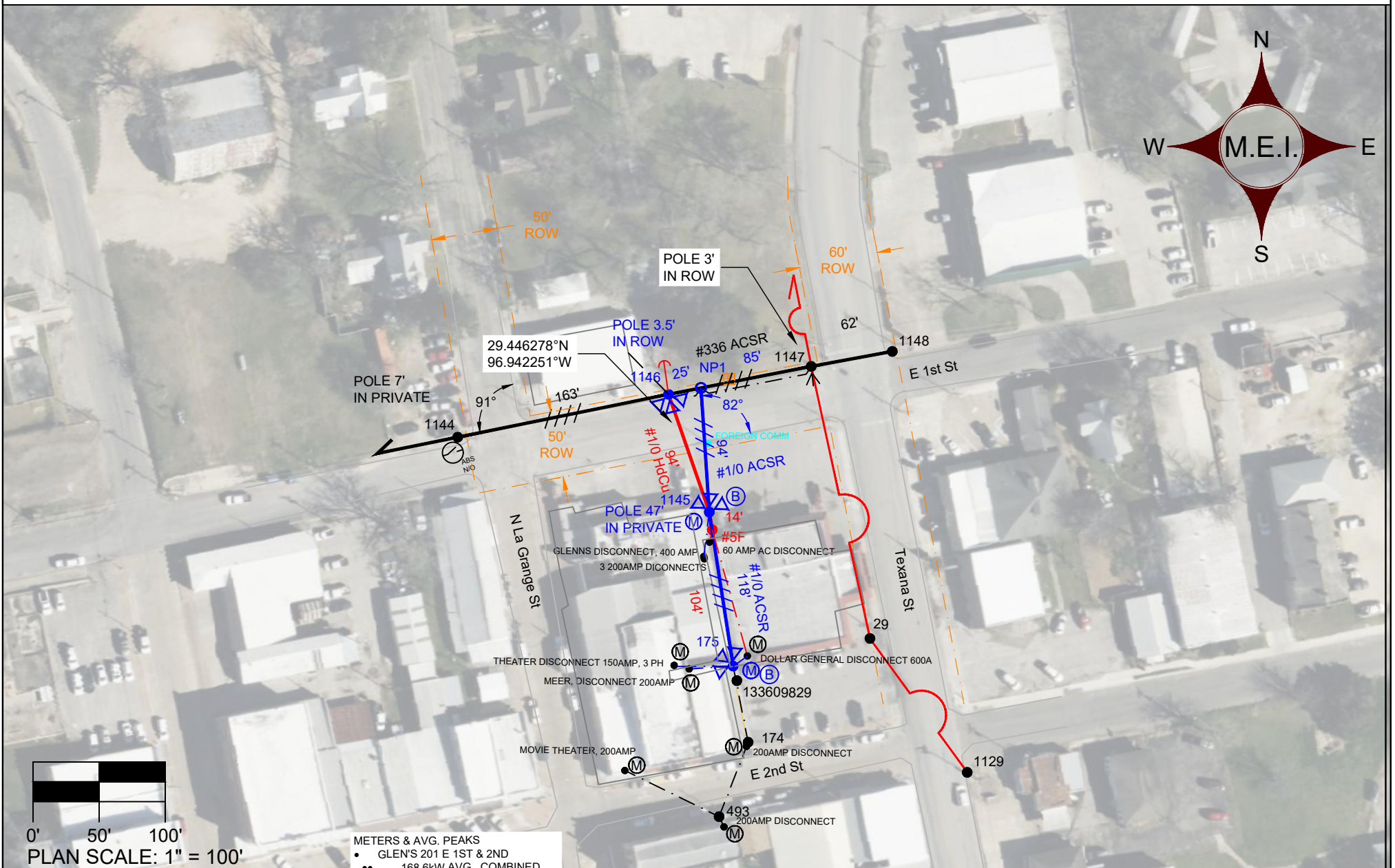
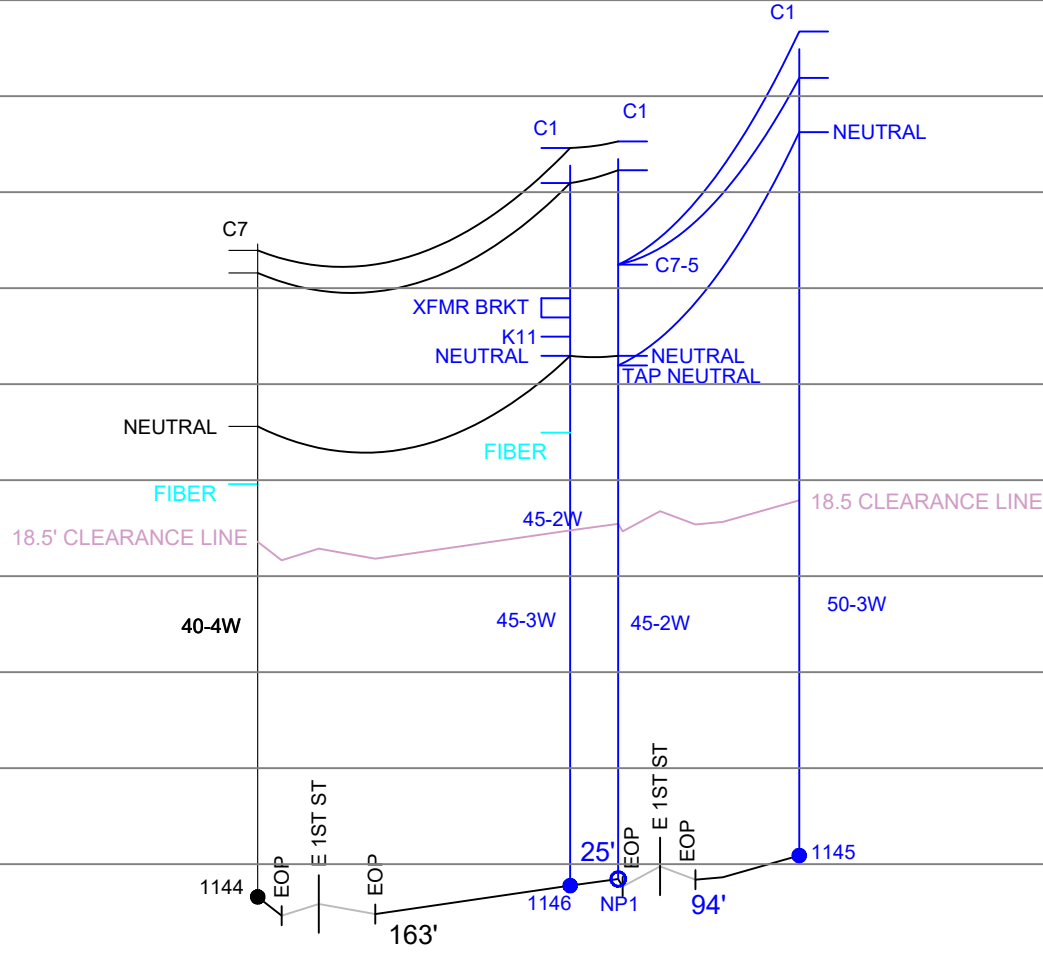
215

210

210

PROPOSED #1/0 ACSR R/S: 100'
 120°, WEIGHT: 0.145 lb/ft
 MAX SAG, TENSION: 83 lb

EXISTING #336 ACSR R/S: 140'
 120°, WEIGHT: 0.365 lb/ft
 MAX SAG, TENSION: 415 lb



- EXISTING ELECTRIC FACILITIES
- PROPOSED ELECTRIC FACILITIES
- REMOVE EXISTING ELECTRIC FACILITIES
- EXISTING RIGHT-OF-WAY
- EXISTING POLE
- PROPOSED POLE IN NEW LOCATION
- PROPOSED POLE IN EXISTING LOCATION
- EXISTING TRANSFORMER
- EXISTING FOREIGN PEDESTAL
- EXISTING FOREIGN PULL BOX
- EXISTING FOREIGN VAULT
- EXISTING PAD MOUNT TRANSFORMER
- METER LOCATION

- LEGEND**
- PROPOSED TRANSFORMER IN EXISTING LOCATION
 - PROPOSED NEW TRANSFORMER
 - EXISTING GUY LOCATION
 - EXISTING LIGHT
 - EXISTING OVERHEAD GUY
 - EXISTING SINGLE-PHASE OVERHEAD POWER LINE
 - EXISTING V-PHASE OVERHEAD POWER LINE
 - EXISTING THREE-PHASE OVERHEAD POWER LINE
 - EXISTING SECONDARY OR SERVICE
 - EXISTING SECONDARY OR SERVICE UNDERBUILD
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 - EXISTING SECONDARY UNDERGROUND
 - EXISTING FENCE
 - PROPOSED FUSE
 - PROPOSED AIR BREAK SWITCH
 - PROPOSED CAPACITOR BANK

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HALLETTSVILLE
 TEXAS

TXDOT PERMIT
 HALLETTSVILLE POLE REPLACEMENT

McCord
 ENGINEERING, INC.

Texas Registered Engineering Firm F-2664
 916 Southwest Parkway East
 College Station, TX 77840
 (979) 764-8356

SCALE: VARIES	DATE: 01/23/2026	DWG NO. MEI-19200	SHEET NO. 1 OF 1
DRAWN BY: KTF	JOB CODE: HA-3-P.1	REV: ###	#####

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Project Number : 7204 Job Number : Budget ID : Replacement : Retirement No-Replacement : No. of Services : Map Reference :	System Designation: City of Hallettsville Project Description: 2026 Pole Replacement, Glen's, and PepsiCo Phase / Location: HC90, HC100, HC110 Feeders Ruling Span: Varies Guy Wire: 3/8" HS	Date : 31 Mar 2026 MEI Job Number : HA-3-P.1 Staking Sheet # : STA-3429 Work Plan Number : 7204 Line : Engineer : McCORD ENGINEERING, INC. Staked by : ZRH Checked by : JAM Approved for construction : Released for construction :	FIRM # F-2664
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Pole No.	Const. Code	Wire			Poles			Primary Unit Misc			Line Angle DEC	Trans. G	Ground Unit Code	Guy			Anchor		Secondary			Service			Misc. & Remarks													
		Cond.	Code	Neutral Code	Back Span	H & C MISC.	YR	Qty	Code	Qty				Code	Qty	Code	No.	Unit E	Lead	No.	Unit F	Wire or Conduit				Unit												
																						No.	Code	Span		No.	J,K,etc.	No.	Code	Span	No.	J,K,etc.						
1539	E E R R N N Q Q	2	#2 ACSR	#2 ACSR	120	40-3	1	B1	3	M40-STG	1	M52-3						1	#6 DPLX	120	1	M26-5-2S	1	#2 TPLX	62	1	K14C	(1) Comm Pole #17										
						40-3	1	B1	3	M40-STG			M2-12								2	K14C				1	K14C											
						45-3	1	C1	1	WR-159	3	M40-10									2	K14C				1	K14C	C1 for future 3Ph.										
							1	MCP	1	M32-4	1	M52-3									2	K14C				1	DRS											
1538	E R N N Q Q	2	#2 ACSR	#2 ACSR	132	40-3	1	B1	3	M40-STG	1	M52-3						1	#2 TPLX	132	1	K14C							(1) Comm Pole #18									
						40-3	1	B1	3	M40-STG			G35X-25								1	K14C							C1 for future 3Ph.									
						45-3	1	C1	2	WR-159	3	M40-10									2	K14C							Tree trimming required.									
							1	MCP	1	M32-4	2	PJC#2									1	MTC																
							1	M52-3	1	M52-3	1	M52-3									2	DRS																
1537	E E R R N N Q Q	2	#2 ACSR	#2 ACSR	165	40-4	1	B1	3	M40-STG	1	M52-3									1	M26-5-2S							(1) Comm Rusty XFMR's									
						40-4	1	B1	3	M40-STG			G210X-25/15								1	K14C							Pole #19									
						45-3	1	C1	2	WR-159	3	M40-10									1	M26-5-2S							C1 for future 3Ph.									
							1	MCP	1	M32-4	2	PJC#2									1	K14C							G310X for future 3Ph OH primary. (1) XFMR to remain idle until future 3rd phase added.									
							1	M52-3	1	M52-3	1	M52-3									1	M26-5-2C							Tree trimming required.									
							1	M52-3	1	M52-3	1	M52-3									2	MTC																
							1	DRS	1	DRS	1	DRS									1	DRS																
1536	E E R R N N Q Q	2	#2 ACSR	#2 ACSR	140	40-4	1	B7	3	M5-15	1	M52-3									1	E1-2	15	1	F1-2	1	#2 QPLX	115	1	K14C	1	#2 QPLX	97	1	K14C	Pole #20		
						40-4	1	B7	3	M5-15											1	E3-10	115	1	F1-2										Secondary source and OH guy attachment from Pole 1497.			
						45-3	1	B7	3	M5-15	2	PJC#2									1	E1-2	15	1	F1-2											G310X for future 3Ph OH primary. (1) XFMR to remain idle until future 3rd phase added.		
							1	MCP	1	M32-4	2	WR-159									1	E3-10	115	1	F1-4											Tree trimming required.		
							1	M52-3	1	M52-3	1	M52-3									1	E9-2H	20	1	F1-4													
							1	M52-3	1	M52-3	1	M52-3									1	E3-10	115															
1497	E E R N N	3	#4 ACSR	#6 ACSR	140	40-4	2	C7	8	M5-15	1	M52-3									2	K14C								(1) Comm Retired XFMR bank moved to Pole 1536.								
													G210X-10/25								1	M8-6X															Tree trimming required back to Pole 1536.	
																					1	M26-5-2S																
																					1	M26-5-2S																
																					1	M26-5-2C																
1640	E R N N	2	#4 ACSR	#4 ACSR	140	40-4	1	B2													1	K14C															Tree trimming required.	
																					1	K14C																
																					1	K14C																
767	E E R R R R					35-4															1	E2-2	33	1	F1-2	1	#2 TPLX	33	4	K14C	1	#2 TPLX	107	1	M8-9X	(1) Comm House service moved to Pole 766. Leave pole for comms.		
																					1	E1-2	12															
																					1	E3-10	33	1	F1-2	1	#2 TPLX	33	4	K14C	1	#2 TPLX	107					
																					1	E2-2	12															
																					1	E1-2	33	1	F1-2	1	#2 TPLX	33	4	K14C	1	#2 TPLX	107					
																					1	E3-10	12															
NP2	E N N N	2	#4 ACSR	#4 ACSR	25	45-2	1	B7	3	M5-15	2	WR-159									1	E9-2H	20	1	F1-4												Re-use existing primary cable to Pole 1641. G310X for future 3Ph OH primary. New source location for all services off Pole 1641.	
																					1	E3-10																
																					1	M5-31																

**ISSUED FOR BIDDING
PURPOSES ONLY**

Pole No.		Const. Code	Wire		Neutral	Back Span	Poles		Primary Unit Misc		Primary Unit Misc		Primary Unit Misc		Line Angle DEC	Trans. G	Ground Unit Code	Guy			Anchor		Secondary			Service			Misc. & Remarks							
			Primary	Code	Code		H & C	YR	Qty	Code	Qty	Code	Qty	Code				No.	Unit E	Lead	No.	Unit F	Wire or Conduit		Wire or Conduit		Unit									
			Cond.			Span	MISC.															No.	Code	Span	No.	J,K,etc.	No.	Code	Span	No.	J,K,etc.					
EP1		E E R R N N N Q Q					30-6 30-6 40-3		1	MCP	1	M32-4	1	M52-3			M2-12						1	#2 TPLX	65	1	K14C	1	#2 TPLX	44	1	M8-9X				
764		E R N N					30-4						1	M52-3									1	#2 TPLX	115	2	K14C	1	#2 TPLX	78	1	M8-9X	Pole previously served by Pole 1641. Re-use existing secondary to Pole EP1.			
766		E N N Q Q					35-4 35-4		1	MCP	1	M32-4	1	M52-3			M2-12						1	#2 TPLX	48	1	K14C	1	#2 TPLX	65			Relocate idle pole to other side of driveway entrance to serve house via Pole NP2. Tree trimming required to house.			
1641		E E R R N Q Q Q	2	#4 ACSR	#4 ACSR	140	40-4		1	B7	3	M5-15	1	M52-3		G210X-10/25	M2-11	1	E1-2	12	1	F1-2	1	#2 TPLX	140	1	M8-6X					(1) Comm Pole #21 Re-use existing primary cable to Pole 1641. New source location for all services off Pole 1641.				
			2	#4 ACSR	#4 ACSR	15	40-4		1	B7	3	M5-15				G210X-10/25	M2-11	1	E1-2	12	1	F1-2	1	#2 TPLX	140	2	K14C									
							40-3		1	MCP	1	M32-4		1	M52-3		M2-12									2	K14C									
1696		E R N N N Q Q	3	#336 ACSR	#336 ACSR	235	45-3 45-3 45-2		1	C1-2	4	M40-10	1	M52-3			M2-11						1	#2 TPLX	235	1	K14C						Pole #22 4 Bollards needed around Pole. (UGPB1.1) due to vehicle traffic.			
							45-3		1	C1-2	4	M40-10				M2-11										1	K14C									
							45-2		1	C1-2	1	M9-13-600	1	M32-4		M2-11											1	K14C								
									1	MCP	4	M40-10	1	WR-159													1	DRS								
1676		E E R N N N Q Q Q	3	#336 ACSR	#336 ACSR	135	40-4 40-4 45-3		1	M3-15W	6	M5-15	1	M40-10			M2-15						1	#6 DPLX	135	1	K14C						(2) Comm ABS Normally Closed Pole #23			
							40-4		1	M3-15W	6	M5-15	1	M40-10			M2-15									1	K14C									
							45-3		1	M3-15W	6	WR-885	5	WR-815			M2-15									1	K14C									
									1	MCP	1	M32-4	6	M5-15												2	MTC									
									1	M40-10	6	PJC#336	1	M52-3												1	DRS									
1650		E E R R N N N Q Q Q	2	#4 ACSR	#4 ACSR	219	40-4 40-4 45-3		1	B7B	3	M5-15	1	M52-3		G210X-15/37.5	M2-11	1	E1-2	14	1	F1-2				2	K14C						(2) Comm Pole #24			
							40-4		1	B7B	3	M5-15				G210X-15/37.5	M2-11	1	E3-10	14	1	F1-2				1	M26-5-2S									
							45-3		1	B7	3	M5-15	2	WR-159		G310X-25	M2-11	1	E1-2	15	1	F1-4				1	K14C						G310X for future 3Ph OH primary.			
									1	MCP	1	M32-4	2	PJC#4												1	M26-5-2C									
									1	M52-3	1	M5-15	1	E3-10												2	MTC									
1651		E E R R N N N Q Q	2	#4 ACSR	#4 ACSR	218	40-4 40-4 45-3		2	B7B	6	M5-15	1	M52-3			M2-12																	(2) Comm Pole #25		
							40-4		2	B7B	6	M5-15				M2-12																				
							45-3		2	B7	2	M40-STG	2	M5-4		M2-12																				
									1	MCP	1	M32-4	8	WR-159																						
									6	M5-15	3	PJ-#4-4	1	M52-3																						
									1	M52-3	2	M5-15	3	PJ-#4-4													2	MTC								
									1	M52-3	2	M5-15	3	PJ-#4-4																						

System Designation: City of Hallettsville
 Project Description: 2026 Pole Replacement, Glen's, and PepsiCo
 Phase / Location: HC90, HC100, HC110 Feeders
 Ruling Span: Varies
 Guy Wire: 3/8" HS



Date : 31 Mar 2026
 MEI Job Number : HA-3-P.1
 Staking Sheet # : STA-3429
 Work Plan Number : 7204
 Line :
 Engineer : McCORD ENGINEERING, INC. FIRM # F-2664
 Staked by : ZRH
 Checked by : JAM
 Approved for construction :
 Released for construction :

E Existing
 N New Primary: 3Ø Wire: 4 Size: #1/0 ACSR Neutral: #1/0 ACSR
 Q Transfer Primary: 3Ø Wire: 4 Size: #4 HDCU Neutral: #6 HDCU
 R Retire Primary: 2Ø Wire: 3 Size: #2 ACSR Neutral: #2 ACSR

**ISSUED FOR BIDDING
PURPOSES ONLY**

Project Number : 7204 Job Number : Budget ID : Replacement : Retirement No-Replacement : No. of Services : Map Reference :	System Designation: City of Hallettsville Project Description: 2026 Pole Replacement, Glen's, and PepsiCo Phase / Location: HC90, HC100, HC110 Feeders Ruling Span: Varies Guy Wire: 3/8" HS	Date : 31 Mar 2026 MEI Job Number : HA-3-P.1 Staking Sheet # : STA-3429 Work Plan Number : 7204 Line : Engineer : McCORD ENGINEERING, INC. Staked by : ZRH Checked by : JAM Approved for construction : Released for construction :	FIRM # F-2664
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Pole No.	Const. Code	Wire			Poles			Primary Unit Misc			Line Angle DEC	Trans. G	Ground Unit Code	Guy			Anchor		Secondary			Service			Misc. & Remarks				
		Cond.	Code	Neutral Code	Back Span	H & C MISC.	YR	Qty	Code	Qty				Code	Qty	Code	No.	Unit E	Lead	No.	Unit F	Wire or Conduit				Unit			
																						No.	Code	Span		No.	J,K,etc.	No.	Code
1347	E E R R N N N Q Q	3	#2 ACSR	#2 ACSR	150	45-3	1	C1	1	C7	1	M52-3							1	#2 TPLX	150	3	K14C	1	#2 TPLX	59			Nursing Home Crossing (2) Comm XFMR idle. BURY 8FT 1 DRS
1346	E E R R N N N Q Q	3	#4 ACSR	#4 ACSR	131	40-4	1	C7	1	UC2-1	1	M52-3							1	#6 DPLX	131	1	M26-5-4C						(2) Comm
PM-XFMR1	E E E	3	#2 AL 15kV UG		323		1	UM50-P-4	1	UM1-6C	1	UM48-2																	Re-use existing URD cable.
PEP 2	E N N N Q Q	3	#336 ACSR	#336 ACSR	109	40-1	1	C1-2	1	WR-815	3	PJC#336																	PepsiCo XFMR Relocation (1) Comm
1726	E E E R R R N N N Q Q	3	#336 ACSR	#336 ACSR	31	40-3 15-3	1	C8X	3	M5-4	1	M52-3																	(1) Comm QPLX is unbundled and individually attached to pole at 4 K14C's. Replace secondary to bundled QPLX. Retire XFMR Platform between Pole 1726 and 1725
1725	E E E E	3	#1/0 HDCU	#1/0 HDCU	12	40-3	1	C8X	3	M5-4	1	M52-3																	Retire XFMR Platform between Pole 1726 and 1725
1147	E E E R N N N	3	#336 ACSR	#336 ACSR	63	45-4	1	C1-3	3	M40-10	2	M5-15																	(3)comm Glen's Packing XFMR Relocation OH guy attachments to Poles 173 & 29 Retire guys to make room for dropped neutral. Drop Neutral 7' Below Crossarm to counter uplift on NP1 2 K14C's & Eyebolt idle. Retire.

**ISSUED FOR BIDDING
PURPOSES ONLY**

Project Number : 7204 Job Number : Budget ID : Replacement : Retirement No-Replacement : No. of Services : Map Reference :	System Designation: City of Hallettsville Project Description: 2026 Pole Replacement, Glen's, and PepsiCo Phase / Location: HC90, HC100, HC110 Feeders Ruling Span: Varies Guy Wire: 3/8" HS	Date : 31 Mar 2026 MEI Job Number : HA-3-P.1 Staking Sheet # : STA-3429 Work Plan Number : 7204 Line : Engineer : McCORD ENGINEERING, INC. Staked by : ZRH Checked by : JAM Approved for construction : Released for construction :	FIRM # F-2664
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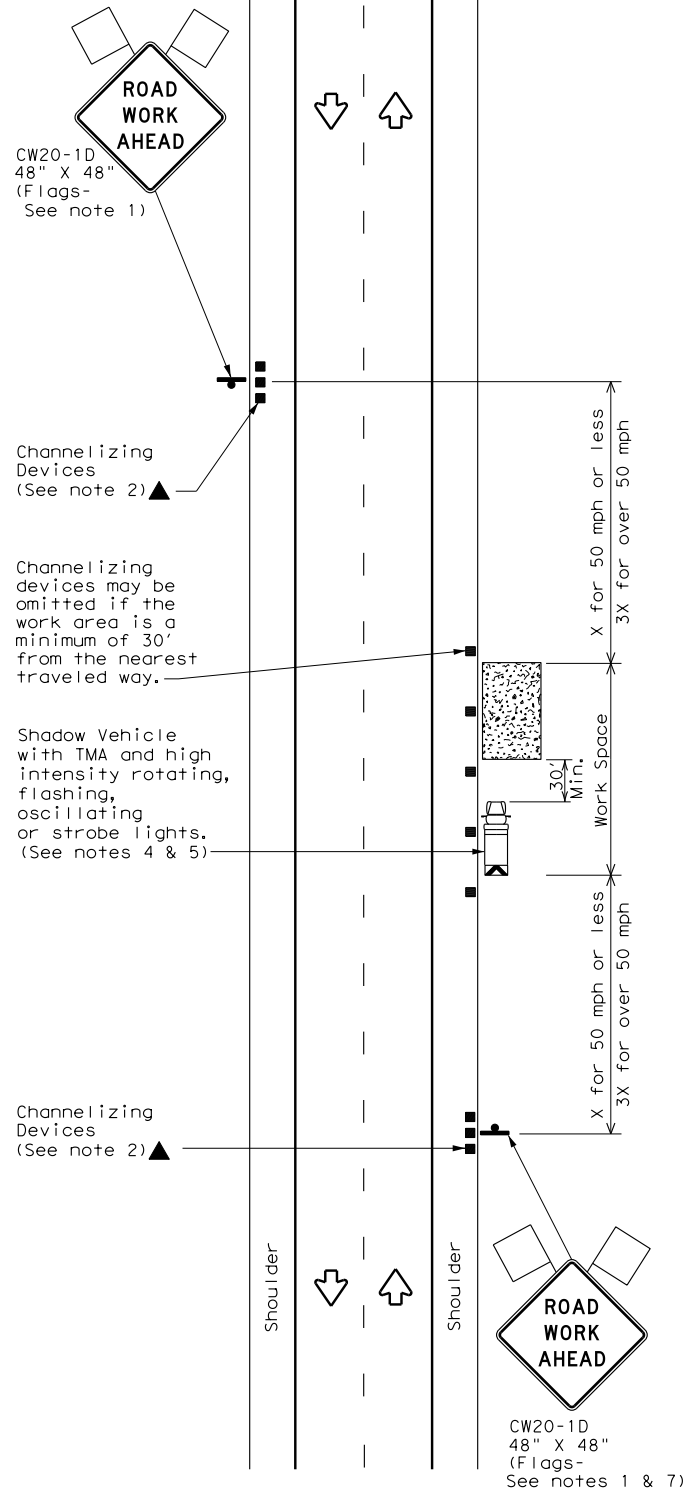
Pole No.	Const. Code	Wire		Back Span	Poles			Primary Unit Misc			Line Angle DEC	Trans. G	Ground Unit Code	Guy			Anchor		Secondary			Service			Misc. & Remarks									
		Cond.	Code		Neutral Code	H & C MISC.	YR	Qty	Code	Qty				Code	Qty	Code	No.	Unit E	Lead	No.	Unit F	Wire or Conduit				Unit			Wire or Conduit			Unit		
																						No.	Code	Span		No.	J,K,etc.	No.	Code	Span	No.	J,K,etc.		
NP1	E N N N N N Q Q Q	3	#336 ACSR	#336 ACSR	85	45-2		1 C1-2 1 M32-4 3 M5-10 3 PJC#336	1 C7 (10) 1 M32-4 2 WR-159 2 WR-815	4 M40-10 1 PJ#336-1/0 4 M5-15 1 M52-3 3 F-65K		M2-11						1 #2 TPLX	85	1 K14C									(3)comm Bury 7.5'					
1145	E E E R R R N N N N Q Q Q	3	#1/0 HDCU	#1/0 HDCU	94	40-4 15-4	1	C8X	6 M5-4 4 M5-15	1 M52-3 4 M5-33		G385X-100/167/100	M2-11					1 M8-12 3 CT-400:5 9 K14C	1 #4/0 QPLX 1 #1/0 QPLX	35 35	4 K16C 1 K17L							(3) Comm 240/480V Wye-Delta XFMR Bank QPLX is unbundled and individually attached to pole at 4 K14C's. Replace secondary to bundled QPLX. Retire XFMR Platform between Pole 1145 and 5F 4 Bollards needed around Pole. (UGPB1.1) Retire primary OH from Pole 1146. (2) #4/0 QPLX OH feeds 400A main & (3) 200A mains at Glen's. (1) #2 TPLX OH feeds 60A main fed previously by Pole 5F for DG. See #1/0 ACSR 100ft Sag Chart.						
Pole #5F	E E R R R R N N N Q Q Q	3	#1/0 HDCU	#1/0 HDCU	14	40-4	1	C7	4 M5-33			M2-11						14 K14C 3 CT-400:5 14 K14C 3 CT-400:5	1 #2 TPLX 1 #4/0 QPLX 1 #2 TPLX 1 #4/0 QPLX	37 100 37 100	1 K17L 4 K16C							Retire XFMR Platform between Pole 1145 and 5F See Pole 175 for relocated sec. feeds. QPLX service is unbundled replace with bundled to DG.						
175	E E E E R R R R R N N N Q Q Q	3	#1/0 ACSR	#1/0 ACSR	118	35-4 35-4 50-1	1	C7 UGPB1.1 WR-189	1 MCP 1 M32-4	4 M5-15 3 PJC#1/0 1 M52-3		G311X-75	M2-11					2 #1/0 QPLX 2 #1/0 QPLX	118 118	1 M8-12 3 CT-400:5 1 M26-5-2S 1 K14C 1 K15C 1 M8-12 3 CT-400:5 1 M26-5-2S 1 K14C 1 K15C 2 M8-12 6 CT-400:5 3 K14C 1 M5-31 1 MTC 1 DRS	1 #2 TPLX 1 #1/0 QPLX 1 #2 TPLX 1 #1/0 QPLX	35 45 35 45	12 K14C 1 K11C					(1) Comm (12) K14C's & (1) K11C located on theatre bldg. exterior wall. 4 Bollards needed around Pole. (UGPB1.1) (1) #4/0 QPLX OH feeds 600A main at DG. (1) #4/0 QPLX OH feeds (2) 150A mains at movie theatre with future 100A. (1) #2 TPLX OH feeds 200A main at Meer. (1) #1/0 QPLX OH feeds Pole 174. See #1/0 ACSR 100ft Sag Chart.						
1146	E E E R R N N N Q Q Q	3	#336 ACSR	#336 ACSR	25	40-4 40-4 45-3	1	C1 C1 C1-2 PJC#336 M32-4	1 C7 1 C7 4 M40-10 1 MCP	4 M40-10 1 M52-3 4 M40-10 1 WR-815 1 WR-189 1 M52-3		G210X-15/25 G210X-15/25 G310X-15	M2-11 M2-11 M2-11					1 E1-2 1 E3-10 1 E1-2 1 E3-10	26 26	1 F1-2 1 F1-2	1 #2 TPLX 1 #2 TPLX	25 25	1 M8-9 1 K14C 1 K11 1 K14C 1 K11 2 K14C 7 MTC 1 M8-9 1 DRS	1 #2 QPLX	35	1 M8-6X				(7)comm Neutral 9' Below Crossarm Relocate Comm. Box with Pole.				

APPENDIX B:
HALLETTSVILLE CONSTRUCTION SPECIFICATIONS

(Separate PDF Document)

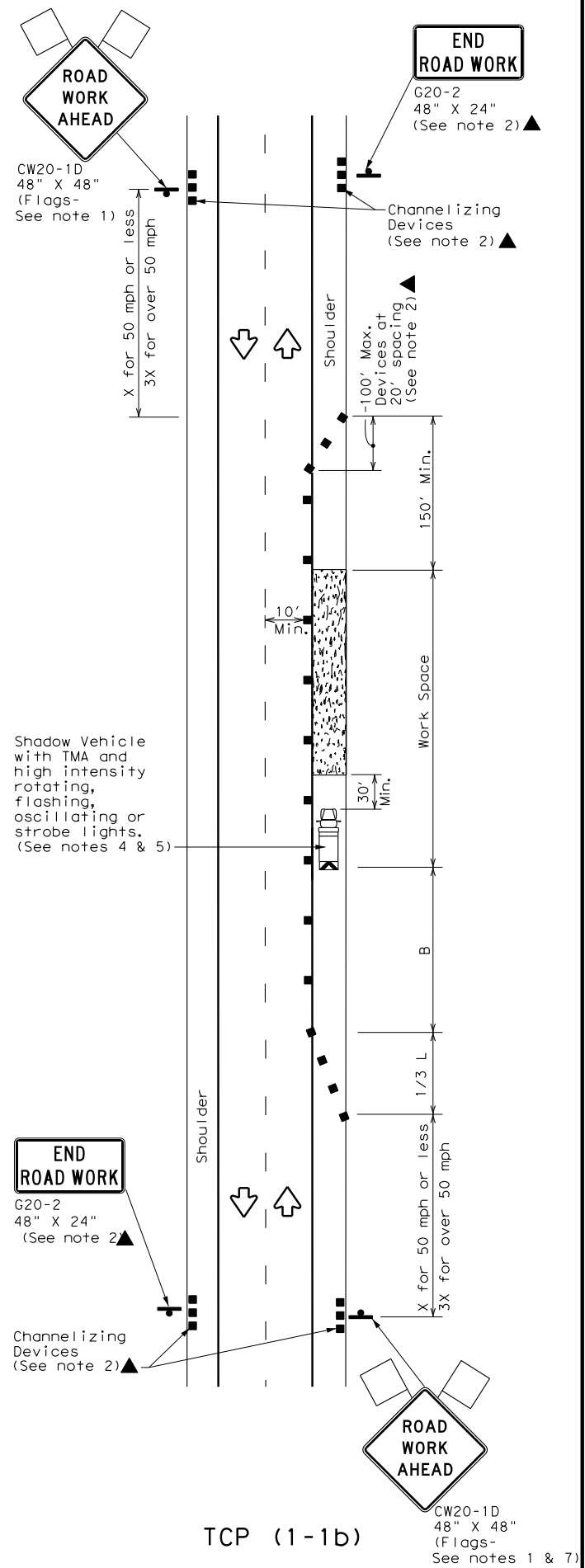
APPENDIX C:
TXDOT TRAFFIC CONTROL PLAN

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



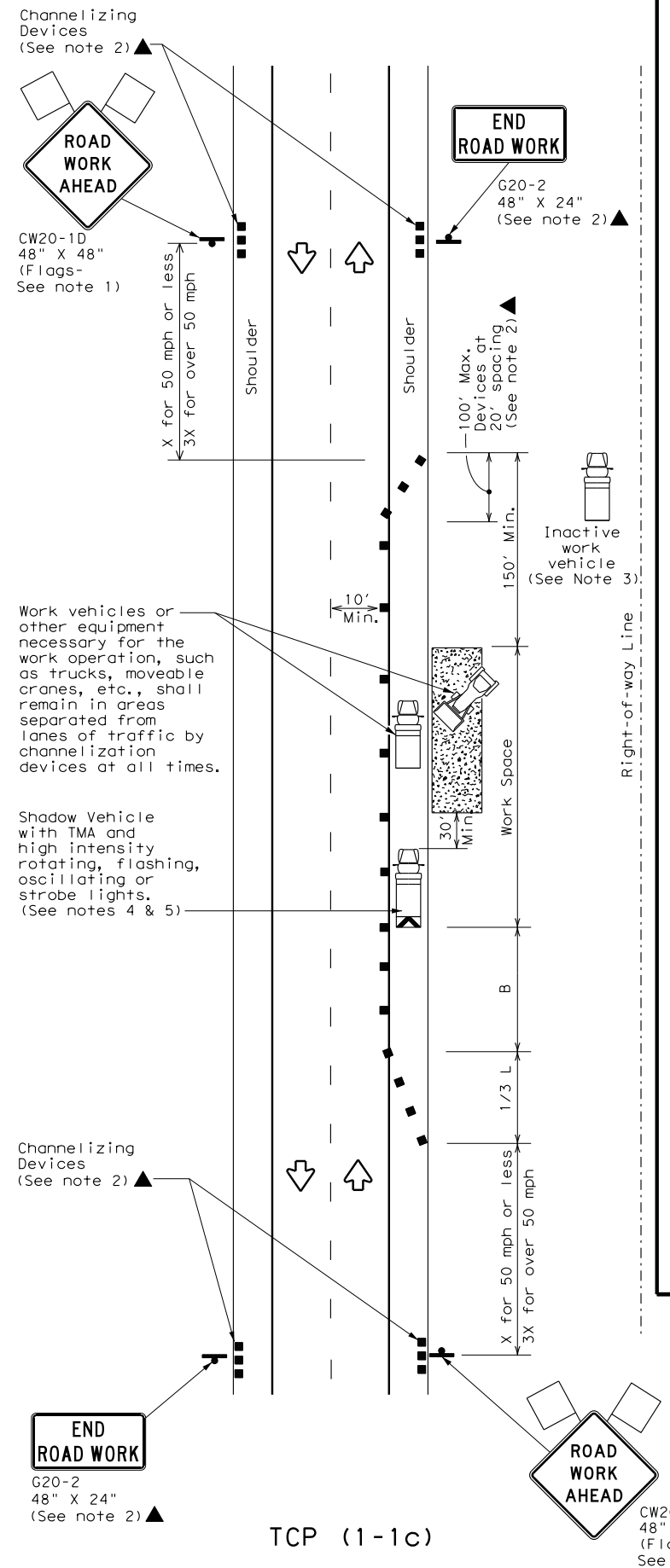
TCP (1-1a)

WORK SPACE NEAR SHOULDER
Conventional Roads



TCP (1-1b)

WORK SPACE ON SHOULDER
Conventional Roads



TCP (1-1c)

WORK VEHICLES ON SHOULDER
Conventional Roads

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

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

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

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

- GENERAL NOTES**
- Flags attached to signs where shown are REQUIRED.
 - All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
 - Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
 - A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
 - Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
 - See TCP(5-1) for shoulder work on divided highways, expressways and freeways.
 - CW21-5 "SHOULDER WORK" signs may be used in place of CW20-1D "ROAD WORK AHEAD" signs for shoulder work on conventional roadways.



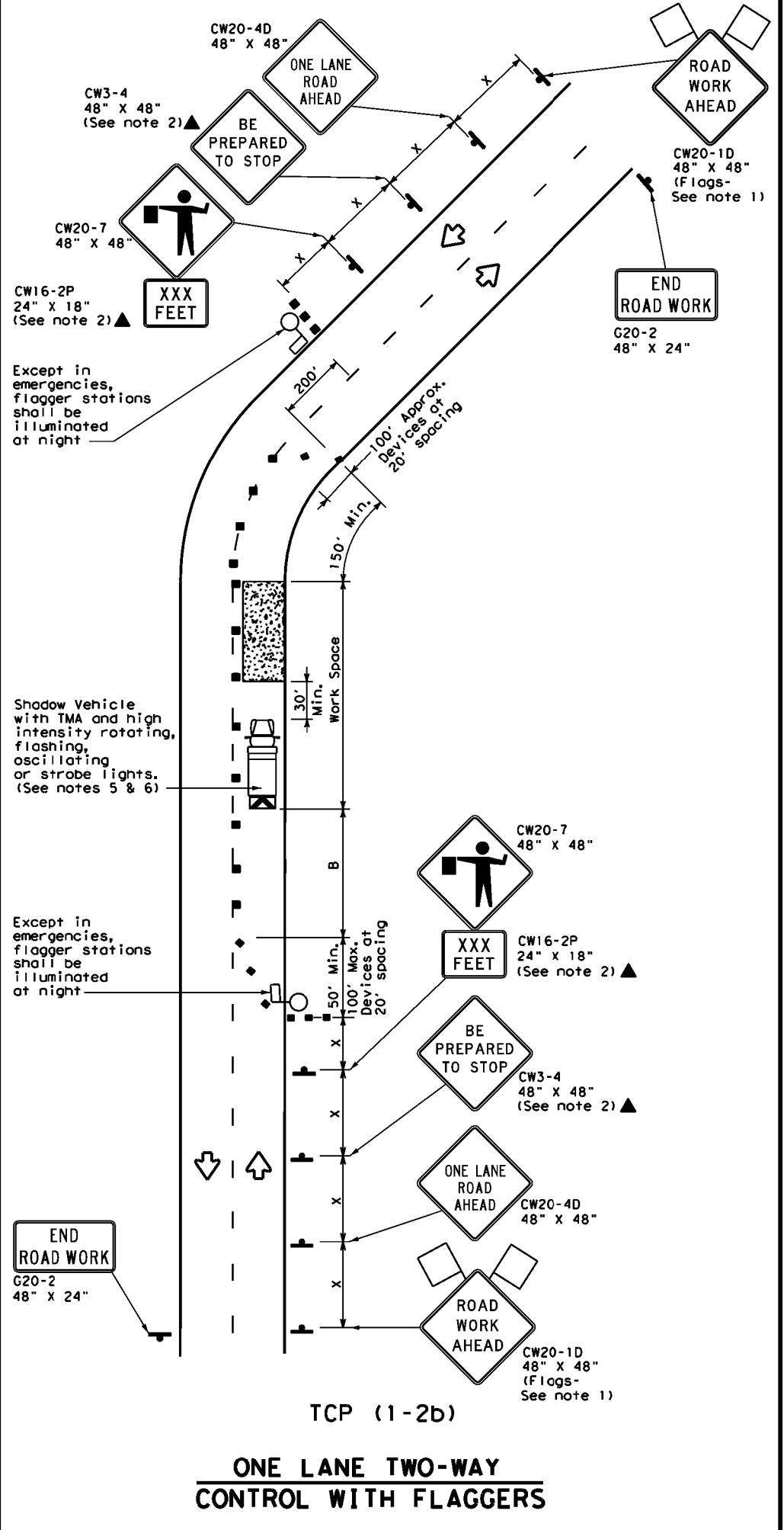
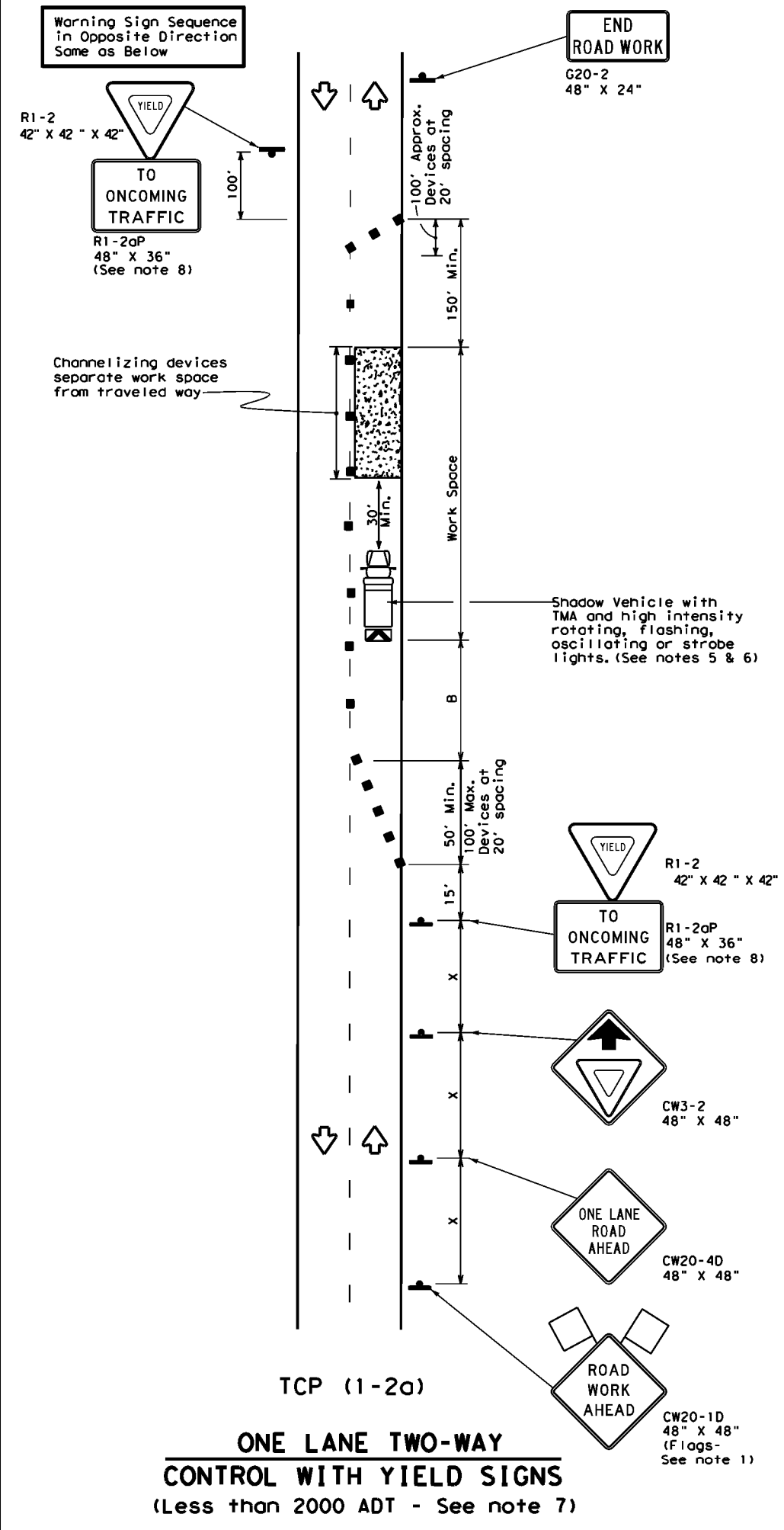
TRAFFIC CONTROL PLAN
CONVENTIONAL ROAD
SHOULDER WORK

TCP (1-1) - 18

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

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DATE: FILE:



LEGEND

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

Posted Speed *	Formula	Minimum Desirable Taper Lengths **			Suggested Maximum Spacing of Channelizing Devices		Minimum Sign Spacing "x" Distance	Suggested Longitudinal Buffer Space "B"	Stopping Sight Distance
		10' Offset	11' Offset	12' Offset	On a Taper	On a Tangent			
30	L = WS ² / 60	150'	165'	180'	30'	60'	120'	90'	200'
35		205'	225'	245'	35'	70'	160'	120'	250'
40		265'	295'	320'	40'	80'	240'	155'	305'
45	L = WS	450'	495'	540'	45'	90'	320'	195'	360'
50		500'	550'	600'	50'	100'	400'	240'	425'
55		550'	605'	660'	55'	110'	500'	295'	495'
60		600'	660'	720'	60'	120'	600'	350'	570'
65		650'	715'	780'	65'	130'	700'	410'	645'
70		700'	770'	840'	70'	140'	800'	475'	730'
75		750'	825'	900'	75'	150'	900'	540'	820'

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

TYPICAL USAGE

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

GENERAL NOTES

- Flags attached to signs where shown are REQUIRED.
- All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
- The CW3-4 "BE PREPARED TO STOP" sign may be installed after the CW20-4D "ONE LANE ROAD AHEAD" sign, but proper sign spacing shall be maintained.
- Sign spacing may be increased or an additional CW20-1D "ROAD WORK AHEAD" sign may be used if advance warning ahead of the flagger or R1-2 "YIELD" sign is less than 150 feet.
- A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
- Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.

TCP (1-2a)

- R1-2 "YIELD" sign traffic control may be used on projects with approaches that have adequate sight distance. For projects in urban areas, work spaces should be no longer than one half city block. In rural areas on roadways with less than 2000 ADT, work spaces should be no longer than 400 feet.
- R1-2 "YIELD" sign with R1-2aP "TO ONCOMING TRAFFIC" plaque shall be placed on a support at a 7 foot minimum mounting height.

TCP (1-2b)

- Flaggers should use two-way radios or other methods of communication to control traffic.
- Length of work space should be based on the ability of flaggers to communicate.
- If the work space is located near a horizontal or vertical curve, the buffer distances should be increased in order to maintain adequate stopping sight distance to the flagger and a queue of stopped vehicles (see table above).
- Channelizing devices on the center-line may be omitted when a pilot car is leading traffic and approved by the Engineer.
- Flaggers should use 24" STOP/SLOW paddles to control traffic. Flags should be limited to emergency situations.

Texas Department of Transportation
 Traffic Operations Division Standard

TRAFFIC CONTROL PLAN
ONE-LANE TWO-WAY
TRAFFIC CONTROL

TCP (1-2) - 18

FILE: tcp1-2-18.dgn
 © TxDOT December 1985
 REVISIONS: 4-90 4-98, 2-94 2-12, 1-97 2-18

DN: CK1 DW: CK1
 CONT SECT JOB HIGHWAY
 DIST COUNTY SHEET NO.

APPENDIX D:

**SAMPLE CONTRACT FOR CONSTRUCTION 2026 Pole Replacement, Pepsi Transformer
Relocation, & Glen's Packing Transformer Relocation**

SAMPLE
CONTRACT FOR CONSTRUCTION FOR ELECTRIC
POWER DISTRIBUTION PROJECT

CONTRACTOR – COMPANY NAME

This Contract is between _____, a Texas limited liability company (Contractor) and **City of Hallettsville** (Hallettsville), a general law city organized under the laws of the State of Texas, that owns and operates a municipal electric utility. Hallettsville and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

1. Scope of Services

The Contractor agrees to provide Hallettsville with the services generally described as construction of electric power distribution projects for substation, in response to **Exhibit A, RFB 2026 Pole Change Outs, Pepsi Transformer Relocation, & Glen's Packing Transformer Relocation**. The services are more particularly indicated in **Exhibit A**.

2. Payment

Hallettsville shall pay the Contractor according to the terms set forth herein and in **Exhibit A**. Except in the event of a duly authorized change order, approved by Hallettsville in writing, the total cost of all services provided under this Contract **may not exceed \$XXXX**.

3. Time of Performance

A. This project must be completed by **September 25, 2026**.

B. **Time is of the essence of this Contract**. The Contractor shall be prepared to provide the services in the most expedient and efficient manner possible in order to complete the work as required and specified in **Exhibit A, RFB 2026 Pole Change Outs, Pepsi Transformer Relocation, & Glen's Packing Transformer Relocation**, and above.

4. Warranty, Indemnification, and Release

A. As an experienced and qualified Contractor, the Contractor agrees that the services provided by the Contractor reflect the professional and industry standards, procedures, and performances. The Contractor agrees the selection and supervision of personnel, and the performance of services under this Contract, will be pursuant to the standard of performance in the profession. The Contractor agrees that the Contractor will exercise diligence and due care and

perform in a good and workmanlike manner all of the services pursuant to this Contract. Approval of Hallettsville shall not constitute, or be deemed, a release of the responsibility and liability of the Contractor, its employees, agents, or associates for the exercise of skill and diligence to promote the accuracy, competency and quality of the services provided, nor shall Hallettsville's approval be deemed to be the assumption of responsibility by Hallettsville for any non-conformance or error in the aforesaid services provided by the Contractor, its employees, associates, agents, or subcontractors.

B. The Contractor shall promptly correct any non-confirming work furnished by the Contractor at no cost to Hallettsville. Hallettsville's approval, acceptance, use of, or payment for, all or any part of the services hereunder itself shall in no way alter the Contractors obligations or Hallettsville's rights hereunder.

C. In all activities or services performed hereunder, the Contractor is an independent contractor and not an agent or employee of Hallettsville. The Contractor and its employees are not the agents, servants, or employees of Hallettsville. As an independent contractor, the Contractor shall be responsible for the services and the final work product contemplated under this Contract. Except for materials furnished by Hallettsville, the Contractor shall supply all materials, equipment, and labor required for the services to be provided under this Contract. The Contractor shall have ultimate control over the execution of the services. The Contractor shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees or subcontractors, and Hallettsville shall have no control of or supervision over the employees of the Contractor or any of the Contractors subcontractors.

D. The Contractor must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, employees, agents, subcontractors, licensees, and other persons, as well as their personal property, while in the vicinity of the project or any of the work being done on or for the project. It is expressly understood and agreed that Hallettsville shall not be liable or responsible for the negligence of the Contractor, its officers, employees, agents, subcontractors, invitees, licensees, and other persons.

E. Responsibility for damage claims (indemnification): Contractor shall defend, indemnify and save harmless Hallettsville and all its officers, agents, and employees from all suits, actions, or claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person or persons or property to the extent resulting from the Contractor's negligent performance of the work, or by or on account of any claims or amounts recovered under the Workmen's Compensation Law or any other law, ordinance, order or decree. Contractor shall defend, indemnify and save harmless Hallettsville, its officers, agents and employees in accordance with this indemnification clause only for that portion of the damage caused by Contractor's negligence.

F. **Release.** The Contractor releases, relinquishes, and discharges Hallettsville, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, sickness or death of the Contractor or its employees and any loss of or damage to any property of the Contractor or its employees to the extent it is caused by or alleged to be caused by, arises out of, or is in connection with the Contractor's negligent performance of the work. Both Hallettsville and the Contractor expressly intend

that this release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance.

5. Contractor's Insurance

Contractor agrees to have and maintain the policies set forth in the insurance requirements attached as **Exhibit B**. All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. These requirements are subject to amendment or waiver only if so, approved in writing by the City. A lapse in any required coverage shall be a breach of this Contract.

6. Bond Requirement

For contracts over \$100,000.00, a Performance Bond, attached as **Exhibit C**, and a Payment Bond attached as **Exhibit D** in an amount of not less than 100% of the Contract price, conditioned upon faithful performance of the Contract and payment of all persons supplying labor and furnishing materials, shall be executed by the successful bidder and accompany this signed Contract.

7. Termination

A. Hallettsville may terminate this Contract at any time upon thirty (30) calendar days' written notice. Upon the Contractor's receipt of such notice, the Contractor shall cease work immediately. The Contractor shall be compensated for the services satisfactorily performed prior to the termination date.

B. If, through any cause, the Contractor fails to fulfill its obligations under this Contract, or if the Contractor violates any of the agreements of this Contract, Hallettsville has the right to terminate this Contract by giving the Contractor five (5) calendar days' written notice. The Contractor will be compensated for the services satisfactorily performed before the termination date.

C. No term or provision of this Contract shall be construed to relieve the Contractor of liability to Hallettsville for damages sustained by Hallettsville because of any breach of contract by the Contractor. Hallettsville may withhold payments to the Contractor for the purpose of setoff until the exact amount of damages due Hallettsville from the Contractor is determined and paid.

8. Governmental Requirement

A. Contractor must submit a disclosure of interested parties to Hallettsville, as applicable under Section 2258.908 of the Texas Government Code, for any contract that requires approval by the Hallettsville Board of Directors, has a value of at least \$1 million, or is for services that would require a person to register as a lobbyist. The disclosure must be submitted at the time the Contractor submits the signed contract to the Hallettsville on a form prescribed by the Texas Ethics Commission.

B. Contractor verifies that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

C. Contractor verifies, to the extent authorized by law and as applicable under Section 2271.002 of the Texas Government Code, that for any contract that has a value of \$100,000 or more, it does not, and will not for the duration of this contract, boycott Israel.

D. Contractor verifies that neither it, nor its parent company, is (1) majority owned or controlled by individuals who are citizens of China, Iran, North Korea, or Russia, or by a company or other entity that is owned or directly controlled by the government of China, Iran, North Korea, Russia; (2) headquartered in any of those countries, as prohibited by Section 2275.0102 of the Texas Government Code.

9. Miscellaneous Terms

A. This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Burleson County, Texas.

B. Notices shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:

City of Hallettsville
Attn: Grace Ward
101 N. Main Street
Hallettsville, TX 77964
cityadmin@cityofhallettsville.org

Contractor – Company Name
Attn:
Address
City, State, Zip
Email

C. No waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

D. This Contract represents the entire and integrated agreement between Hallettsville and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.

E. This Contract and all rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of Hallettsville.

F. The Contractor, its agents, employees, and subcontractors must comply with all applicable federal and state laws, the charter and ordinances of City of Hallettsville, and with all applicable rules and regulations promulgated by local, state, and national boards, bureaus, and agencies. The Contractor must obtain all necessary permits and licenses required in completing the work and providing the services required by this Contract.

G. The Contractor shall apply basic safeguarding requirements and procedures to protect the Contractor's information systems whenever the information systems store, process or transmit any information, not intended for public release, which is provided by or generated for the City. This requirement does not include information provided by the City to the public or simple transactional information, such as that necessary to process payments. These requirements and procedures shall include, at a minimum, the security control requirements "reflective of actions a prudent business person would employ" which are outlined in the Federal Acquisition Regulations FAR 52.204-21(b) and codified in the Code of Federal Regulations at 48 C.F.R. § 52.204-21(b) (2016). The Contractor shall include the substance of this section in subcontracts under this Contract in which the subcontractor may have City contract information residing in or transiting through its information system.

H. The exhibits attached to this Contract are incorporated herein and shall be considered a part of this Contract. In the event of a conflict between this Contract and any exhibits to this Contract, the provision of this Contract shall prevail.

I. The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract.

[SIGNATURE PAGE FOLLOWS]

CITY OF HALLETTSVILLE:

Date: _____

Date: _____

APPROVED AS TO FORM:

City Attorney

Date: _____

**CONTRACTOR:
VENDOR NAME**

By: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT B

Insurance Requirements

Contractor agrees to procure and maintain for the duration of this contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees, or subcontractors.

If the Contractor fails to maintain the required insurance, the City shall have the right to withhold payment to Contractor until coverage is reinstated or to terminate the contract.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- 1. Commercial General Liability (CGL).** Contractor shall maintain CGL and, if necessary, commercial umbrella insurance with a limit of not less than **\$5,000,000 each occurrence**. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or CG 25 04) or the general aggregate limit shall be twice the required occurrence limit.
 - 1.1 CGL insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, products-completed operations, property damage, bodily injury, and personal and advertising injury, and XCU hazards, and liability assumed under an insured's contract.
 - 1.2 Coverage for products/completed operations by Contractor to be maintained for at least two (2) years after the construction work is completed.
 - 1.3 **The City, its officers, officials, employees, and volunteers are to be covered as additional insureds** with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. This can be provided in the form of an endorsement to the Contractor's insurance.

- 2. Business Automobile Liability (AL).** Contractor shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit not less than **\$5,000,000 each accident**.
 - 2.1 Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).
 - 2.2 Coverage shall be written on ISO form CA 00 01, CA 00 08, CA 00 09.

- 3. Workers' Compensation (WC).** Contractor shall maintain workers compensation insurance with **Texas Statutory Limits** and Employers Liability insurance with a limit of not less than **\$1,000,000** per accident for bodily injury or disease.
 - 3.1. **This policy shall be endorsed with a waiver of subrogation in favor of the City** for all work performed by the Contractor, its employees, agents, and subcontractors.

- 4. Pollution Legal Liability and/or Asbestos Legal Liability.** *(If project involves environmental hazards)* Contractor shall maintain pollution legal liability and/or asbestos legal liability insurance applicable to bodily injury; property damage, including loss of use of damaged

property or of property that has not been physically injured or destroyed; cleanup costs; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims; all in connection with any loss arising out of the scope of the contractor's services as defined in this contract. If non-owned disposal sites are used for disposal of wastes, these sites shall be specifically covered under the Pollution Liability policy.

"Pollution Condition(s)" means the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including, but not limited to, smoke, sewage, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste, and waste materials into or upon land, the atmosphere or any watercourse or body of water, including groundwater, provided such conditions are not naturally present in the environment in the amounts or concentrations discovered.

Coverage shall be written subject to limits not less than **\$2,000,000** per occurrence or claim, and **\$2,000,000** policy aggregate.

- 4.1 **The City, its officers, officials, employees, and volunteers are to be covered as additional insureds** with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. This can be provided in the form of an endorsement to the Contractor's insurance.
- 4.2 If coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this contract; and that coverage will be maintained or an extended discovery period will be exercised for a period of **at least five (5) years after completion of the contract of work**.
- 4.3 If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall *include microbial matter, including mold*.
- 4.4 A copy of the claims reporting requirements must be submitted to the City within 5 days of the City's written request.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

By requiring insurance herein, the City does not represent that coverage and limits will necessarily be adequate to protect Contractor, and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to the City in this contract.

Self-insured retentions must be declared and approved by the City. The City may require the contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the City.

General Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Primary Coverage.** For any claims related to this project, the **Contractor's insurance coverage shall be primary** insurance coverage as respects the City, its officers, officials, employees, and volunteers. There shall be no modification to make it excess over other available insurance. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
2. **Notice of Cancellation.** Each insurance policy required above shall provide that coverage **shall not be canceled, except with notice to the City**. If the City is notified a required insurance coverage will cancel or non-renew during the contract period, the Contractor shall agree to furnish prior to the expiration of such insurance, a new or revised certificate(s) as proof that equal and like coverage is in effect.
3. **Acceptability of Insurers.** Insurance is to be placed with insurers authorized to conduct business in the State with a current A.M. Best's rating of no less than A-: VII, unless otherwise acceptable to the City.
4. **Waiver of Subrogation.** Contractor hereby grants to City a waiver of any rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
5. **Evidence of Insurance.** Contractor shall furnish the City with certificates of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above, including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) before work commences. However, failure to obtain the required documents prior to the work beginning or failure to identify a deficiency from evidence that has been provided shall not be construed as a waiver of the Contractor's obligation to maintain such insurance, or as a waiver to the enforcement of any of these provisions. Contractor shall provide certified copies of all required insurance policies within 10 days of City's written request of said copies.
6. **Subcontractors.** If the Contractor's insurance does not afford coverage on behalf of any subcontractor hired by the Contractor, the Contractor shall require and verify that all subcontractors shall maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is and additional insured on insurance required from subcontractors.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

EXHIBIT C

PERFORMANCE BOND

Bond No. _____

STATE OF TEXAS

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS That _____ of the City of _____, County of _____, and State of _____, as principal, and _____ authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto City of Hallettsville (Owner), in the penal sum of (\$ _____) for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the day _____ of _____, 20____, to furnish all labor, materials and equipment necessary for completing

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform said Contract and shall in all respects duly and faithfully observe and perform all and singular the covenants, conditions and agreements in and by said contract agreed and covenanted by the Principal to be observed and performed, and according to the true intent and meaning of said Contract and the Plans and the Specifications hereto annexed, then this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253, Government Code, Vernon's Texas Civil Statutes and all liabilities on this bond shall be determined in accordance with the provisions of said Code to the same extent as if it were copied at length herein.

Performance Bond Cont.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications or drawings accompanying the same, shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder. Performable and enforceable in Lavaca County, Texas.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this day of _____, 20____.

_____ Principal	_____ Surety
By _____	By _____
Title _____	Title _____
Address _____	Address _____
_____	_____

The name and address of the Resident Agent of Surety is:

Corporation Seal if Corporation.

Bonding Company Seal if Bonding Company.

EXHIBIT D

PAYMENT BOND

Bond No. _____

STATE OF TEXAS

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS That _____ of the City of _____, County of _____, and State of _____, as principal, and _____ authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto City of Hallettsville (Owner), in the penal sum of _____ (\$ _____) for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the _____ day of _____, 20____, to furnish all labor, materials and equipment necessary for completing

which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and materials to him or a subcontractor in the prosecution of the work provided for in said contract, then, this obligation shall be void; otherwise, to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253, Government Code, Vernon's Texas Civil Statutes and all liabilities on this bond shall be determined in accordance with the provisions of said Code to the same extent as if it were copied at length herein.

Payment Bond Cont.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications or drawings accompanying the same, shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder. Performable and enforceable in Lavaca County, Texas.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this day of _____, 20__.

Principal

Surety

By _____ Title _____

Title _____

Title _____

Address _____

Address _____

The name and address of the Resident Agent of Surety is:

Corporation Seal if Corporation.

Bonding Company Seal if Bonding Company.