

# **Bid/Contract Documents**

**CDBG – Mitigation (MIT)** 

(GLO SS PROJECT 2 (MANHOLE REHABILITATION PROJECT)

SANITARY SEWER IMPROVEMENTS

CDBG-MIT GLO CONTRACT NO. 22-082-016-D218

#### **BID PACKAGE**

The following list includes CDBG-MIT forms and documents that are required by GLO to be in the construction contract, in addition to your standard bid/contract documents.

\*Items 5-15 are to be provided to and completed by all bidders.

- 1. Sample Advertisement for Bids (first notice must be at least 15 days prior to bid opening)
- 2. Instruction to Bidders
- 3. Equal Opportunity Guidelines for Construction Contractors
- 4. City/County's Section 3 Policy (GW will provide)
- 5. Statement of Bidder's Qualifications
- 6. Conflict of Interest Questionnaire
- 7. Certificate of Recovered Materials
- 8. Non-collusion Affidavit of Prime Bidder
- 9. Certification of Bidder Regarding Civil Rights Laws and Regulations
- 10. Contractor's Local Opportunity Plan
- 11. Proposed Contracts Breakdown (expected subcontractors and labor classifications including Section 3 utilization)
- 12. Contractor Certification of Efforts to Fully Comply with Employment and Training Provision of Section 3
- 13. Certification Regarding Lobbying
- 14. Disclosure of Lobbying Activities and Instructions
- 15. Bid Bond
- 16. Sample Construction Contract Standard Form of Agreement
- 17. General Conditions Part 1
- 18. Minority/Female Goals
- 19. Federal Labor Standards Provisions (HUD 4010 language)
- 20. Title 29 Labor
- 21. Concerning Labor Standards and Prevailing Wage Requirements
- 22. Project specific Davis-Bacon Wage decision
- 23. GLO Signage Requirements
- 24. Section 504 Certification
- 25. Child Support Statement
- 26. Payment Bond
- 27. Performance Bond
- 28. Certificate of Liability Insurance
- 29. Certificate of Interested Parties Form 1295 and Instructions
- 30. Section 3 Clause
- 31. HUD Examples of Efforts to Offer Training and Employment Opportunities for Section 3 Residents (info sheet for contractors)
- 32. GLO New Hires Section 3 Monthly Compliance Report (submitted with payroll by contractor monthly)
- 33. CDBG-MIT Section 3 Brochure Info Sheet
- 34. GLO Assurances for Construction Programs
- 35. GLO General Affirmations
- 36. Attorney's Review Certification
- 37. Final Payment Affidavit
- 38. Additional Requirements (attached separately)
- 39. Change Order Form
- 40. Certificate of Construction Completion (COCC)

#### Construction Advertisement and Invitation for Bids

The City of Kingsville will receive bids for (GLO SS PROJECT 2 (MANHOLE REHABILITATION PROJECT) SANITARY SEWER IMPROVEMENTS (CDBG-MIT GLO CONTRACT NO. 22-082-016-D218)) until (10:00 a.m.) on (Monday, August 28, 2023) at (400 W. King Ave, Kingsville, Tx 78363). Bids must be addressed to: (Rutilio "Rudy" Mora, Jr., P.E.). The bids will be publicly opened and read aloud at (10:00 a.m.) on (Monday, August 28, 2023) at (400 W. King Ave, Kingsville, Tx 78363).

A pre-bid site meeting is scheduled for Monday, August 21, 2023 at (10:00 a.m.) at the City of Kingsville, 400 W. King Ave, Kingsville, TX 78363.

Bid/Contract Documents, including Drawings and Technical Specifications are on file at (400 W. King Ave, Kingsville, Tx 78363).

Copies of the Bid/Contract Documents may be downloaded for the City of Kingsville website at <a href="https://www.cityofkingsville.com/department/purchasing/rfpbid-opening-fy-2023">www.cityofkingsville.com/department/purchasing/rfpbid-opening-fy-2023</a> for each set of documents obtained.

A bid bond in the amount of 5 percent of the bid issued by an acceptable surety shall be submitted with each bid [for those contracts that exceed \$100,000]. A certified check or bank draft payable to the (City of Kingsville) or negotiable U.S. Government Bonds (as par value) may be submitted in lieu of the Bid Bond.

The project to be constructed will be financed with assistance from the General Land Office (GLO) under the U.S. Department of Housing and Urban Development Community Development Block Grant - Mitigation (CDBG-MIT) program and is subject to all applicable Federal and State laws and regulations. Attention is called to the fact that not less than, the federally determined prevailing Davis-Bacon and Related Acts wage rate, as issued by the Department of Labor and contained in the contract documents, must be paid on this project. In addition, the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Adherence to the (City of Kingsville) Section 3 Policy is required for all contracts.

All contractors and subcontractors must be cleared (not suspended or debarred) prior to any formal action authorizing the award of a contract to the contractor. Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and labor surplus area firms are encouraged to submit bids.

The <u>(City of Kingsville)</u> reserves the right to reject any or all bids or to waive any informalities in the bidding. Bids may be held by <u>(City of Kingsville)</u> for a period not to exceed 60 days from the date of the bid opening for the purpose of reviewing the bids and investigating the bidder's qualifications prior to the contract award.

#### INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION

The project to be constructed will be financed with assistance from the General Land Office (GLO) under the U.S. Department of Housing and Urban Development Community Development Block Grant - Mitigation (CDBG-MIT) program and is subject to all applicable Federal and State laws and regulations. The (City of Kingsville) is the subrecipient of the grant funding and is hereby referred to as "City".

#### 1. Use of Separate Bid Forms

These contract documents include a complete set of bid and contract forms which are for the convenience of the bidders and are not to be detached from the contract document, completed or executed. <u>Separate</u> bid forms are provided for your use.

#### 2. Interpretations or Addenda

No oral interpretations will be made to any bidder. Each request for clarification shall be made in writing to the City or engineer no less than seven (7) days prior to the bid opening. Each interpretation made will be in the form of an Addendum to the contract documents and will be distributed to all parties holding contract documents no less than seven (7) days prior to the bid opening. It is, however, the bidder's responsibility to make inquiry as to any addenda issued. All such addenda shall become part of the contract documents and all bidders shall be bound by such addenda, whether or not received by the bidders.

If an addendum to the bid package is necessary, it must be distributed to each potential bidder. The distribution of an addendum shall be verified either by statements of receipt or registered/certified mail receipts, which shall be included in the public works construction file. The addendum shall allow adequate time for consideration in bid preparation (usually at least one week). If adequate time is not available, the bid opening date must be extended and the City must republish the invitation for bids containing the place, time, and date for the new bid opening. Note that any change to the original bid opening date will require republication of the invitation for bids at least once in a locally published newspaper. The republished notice will include the place, time and date for the new bid opening and must be published at least seven days prior to the new bid opening date.

#### 3. Inspection of Site

Each bidder should visit the site of the proposed work and should become acquainted with the existing conditions and facilities, the difficulties and restrictions pertaining to the performance of the contract. The bidder should thoroughly examine and become familiar with the drawings, technical specifications and all other contract documents. The contractor by the execution of the contract shall in no way be relieved of any obligation under it due to failure to receive or examine any form or legal document or to visit the site or the conditions existing at the site. The City will be justified in rejecting any claim based on lack of inspection of the site prior to the bid.

#### 4. Alternate bid items

No alternate bids or bid items will be considered unless they are specifically requested by the technical specifications.

#### 5. Bids

- a. All bids must be submitted on the forms provided and are subject to all requirements of the Contract Documents, including the Drawings.
- b. All bids must be regular in every respect and no interlineation, excisions or special conditions may be made or included by the bidder.
- c. Bid documents, including but not limited to the bid, the bid bond(s), the contractor's certifications, Certification of Bidder Regarding Civil Rights Laws and Regulations, Certification of Efforts to comply with Section 3, Local Opportunity Plan, Conflict of Interest Questionnaire, Non-collusion Affidavit of Prime Bidder, Certification Regarding Lobbying and Disclosure of Lobbying Activities, Proposed Contract Breakdown, Certificate of Recovered Materials, and the Statement of the Bidder's Qualifications, shall be sealed in an envelope and clearly labeled with the words "Bid Documents", the project's contract number, name of bidder and the date and time of bid opening.
- d. The City may consider as irregular any bid on which there is an alteration of or departure from the bid form and, at its option, may reject any irregular bid.
- e. If a contract is awarded, it will be awarded to a responsible bidder on the basis of the lowest/best bid and the selected alternate bid items, if any. The contract will require the completion of the work in accordance with the contract documents.

#### 6. Bid Modifications Prior to Bid Opening

a. Any bidder may modify its bid by submitting a modification or supplemental bid at any time prior to the scheduled closing time for receipt of bids, provided such modification or supplemental bid is received by the City prior to the closing time. The modification or supplemental bid should not reveal the original bid price but should provide only the addition, subtractions or other modifications to the original bid so that the final prices or terms will not be known by the City until the sealed bid is open.

#### 7. Bid Bond

- a. A bid bond in the amount of 5% of the bid issued by an acceptable surety shall be submitted with each bid [for contracts greater than \$100,000]. A certified check or bank draft payable to the City or negotiable U.S. Government Bonds (as par value) may be submitted in lieu of the Bid Bond.
- b. The bid bond or its comparable, will be returned to the bidder as soon as practical after the opening of the bids.

#### 8. Statement of Bidders Qualifications

Each bidder shall submit on the form furnished for that purpose a statement of the bidder's qualifications. The City shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform its obligations under the contract, and the bidder shall furnish the City all such information and data for this purpose as it may request. The right is reserved to reject any bid where an investigation of the available data does not satisfy the City that the bidder is qualified to carry out properly the terms of the contract.

#### 9. Unit Price

The unit price for each of the several items in the bid shall include its pro rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to this requirement may be rejected as informal. Special attention is drawn to this condition, as the unit prices will be used to determine the amount of any change orders resulting from an increase or decrease in quantities.

#### 10. Corrections:

Erasures or other corrections in the bid must be noted over the signature of the bidder.

#### 11. Time for Receiving Bids

Bids received prior to the advertised hour of opening shall be kept securely sealed. The officer appointed to open the bids shall decide when the specified time has arrived and no bid received thereafter will be considered; except that when a bid arrives by mail after the time fixed for opening, but before the reading of all other bids is completed, and it is shown to the satisfaction of the City that the late arrival of the bid was solely due to delay in the mail for which the bidder was not responsible, such bid will be received and considered.

#### 12. Opening of Bids

The City shall, at the time and place fixed for the opening of bids, open each bid and publicly read it aloud, irrespective of any irregularities therein. Bidders and other interested individuals may be present.

#### 13. <u>Withdrawal of Bids</u>

Bidder may withdraw the bid before the time fixed for the opening of bids, by communicating its purpose in writing to the City. Upon receipt of such notice, the unopened bid will be returned to the bidder. The bid guaranty of any bidder withdrawing his bid will be returned promptly.

#### 14. Award of Contract/Rejection of Bids

- a. The contract will be awarded to the responsive, responsible Bidder submitting the lowest/best bid. The bidder selected will be notified at the earliest possible date. The City reserves the right to reject any or all bids and to waive any informality in bids received where such rejection or waiver is in its interest.
- b. The City reserves the right to consider as unqualified to do the work any bidder who does not habitually perform with his own forces the major portions of the work involved in construction of the improvements embraced in this contract.

#### 15. Execution of Agreement/Performance and Payment Bonds

- a. Performance Bonds Requires all prime contractors which enter into a formal contract in excess of \$100,000 with the State, a county, or a municipality; a department, board, or agency of the state, a county, or a municipality; and a school district or a subdivision thereof, to obtain a Performance Bond in the amount of the contract before commencing with work
- b. Payment Bonds- Requires all prime contractors which enter into a formal contract with the State, a county, or a municipality; a department, board, or agency of the state, a county, or a municipality; and a school district or a subdivision thereof, to furnish to the governmental entity a payment bond in the amount of the contract. The payment bond must be filed within 30 days from the date of the Notice of Award:
  - Municipalities: If the contract is in excess of \$50,000, a payment bond is required.
  - Counties: If the contract is in excess of \$25,000, a payment bond is required.
- c. The failure of the successful bidder to execute the agreement and supply the required bonds within thirty (30) days from the date of the notice of award-or within such extended period as the City may grant, shall constitute a default and the City may, at its option either award the contract to the next lowest responsible bidder, or re-advertise for bids. In either case, the City may charge against the bidder the difference between the amount of the bid, and the amount for which a contract is subsequently executed irrespective of whether this difference exceeds the amount of the bid bond. If a more favorable bid is received through re-advertisement, the defaulting bidder shall have no claim against the City for a refund.

#### 16. Wages and Salaries

Attention is particularly called to the requirement of paying not less than the prevailing Davis Bacon Related Acts (DBRA) wage rates specified in the Contract Documents. These rates are minimums to be paid during the life of the contract. It is therefore the responsibility of the Bidder to inform themselves as to local labor conditions.

#### 17. Equal Employment Opportunity

Attention is called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of race, color, religion, sex, sexual orientation, gender identity, or national origin, and other civil rights requirements.

#### 18. Certification Regarding Lobbying

Contractors who apply or bid for an award of \$100,000 or more shall provide the required certification that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer of employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC § 1352.

#### 19. System for Award Management (SAM)

All contractors and subcontractors must be searched on <a href="www.sam.gov">www.sam.gov</a> and cleared (not suspended or debarred) prior to any formal action authorizing the award of a contract to the contractor.

## **Equal Opportunity Guidelines for Construction Contractors**

Note: To be included in bid packet and distributed at the preconstruction conference (optional)

1. What are the responsibilities of the offeror or bidder to ensure equal employment opportunity?

For contracts over \$ 10,000, the offeror or bidder must comply with the "Equal Opportunity Clause" and the "Standard Federal Equal Opportunity Construction Contract Specifications."

2. Are construction contractors required to ensure a legal working environment for all employees?

Yes, it is the construction contractor's responsibility to provide an environment free of harassment, intimidation, and coercion to all employees and to notify all foremen and supervisors to carry out this obligation, with specific attention to minority or female individuals.

3. To alleviate developing separate facilities for men and women on all sites, can a construction contractor place all women employees on one site?

No, two or more women should be assigned to each site when possible.

4. Are construction contractors required to make special outreach efforts to Section 3 or minority and female recruitment sources?

Yes, construction contractors must establish a current list of Section 3, minority and female recruitment sources. Notification of employment opportunities, including the availability of on-the-job training and apprenticeship programs, should be given to these sources. The efforts of the construction contractors should be kept in file.

5. Should records be maintained on the number of Section 3 residents, minority and females applying for positions with construction contractors?

Yes, records must be maintained to include a current list of names, addresses and telephone numbers of all Section 3, minority and female applicants. The documentation should also include the results of the applications submitted.

6. What happens if a woman or minority is sent to the union by the Contractor and is not referred back to the Contractor for employment?

If the unions impede the construction contractor's responsibility to provide equal employment opportunity, a written notice should be submitted to GLO.

7. What efforts are made by construction contractors to create entry-level positions for Section 3 residents, women and minorities?

Construction contractors are required to develop on-the-job training programs, or participate in training programs, especially those funded by the Department of Labor, to create positions for Section 3 residents, women and minorities and to meet employment needs.

- 8. Are any efforts made by the Contractor to publicize their Equal Employment Opportunity (EEO) policy? Yes, the construction contractor is responsible for notifying unions and sources of training programs of their equal employment opportunity policy. Unions should be requested to cooperate in the effort of equal opportunity. The policy should be included in any appropriate manuals, or collective bargaining agreements. The construction contractor is encouraged to publicize the equal employment opportunity policy in the company newspaper and annual report. The Contractor is also responsible to include the EEO policy in all media advertisement.
- 9. Are any in-service training programs provided for staff to update the EEO policy?

At least annually a review of the EEO policy and the affirmative action obligations are required of all personnel employees of a decision-making status. A record of the meeting including date, time, location, persons present, subject matter discussed, and disposition of the subject matter should be maintained.

10. What recruitment efforts are made for Section 3 residents, minorities and women?

The construction contractor must notify, both orally and in writing, Section 3, minority and female recruitment sources one month prior to the date of acceptance for apprenticeship or other training programs.

11. Are any measures taken to encourage promotions for minorities and women?

Yes, an annual evaluation should be conducted for all minority and female personnel to encourage these employees to seek higher positions.

#### 12. What efforts are taken to insure that personnel policies are in accordance with the EEO policy?

Personnel policies in regard to job practices, work assignments, etc. should be continually monitored to insure that the EEO policy is carried out.

#### 13. Can women be excluded from utilizing any facilities available to men?

No, all facilities and company activities are non-segregated except for bathrooms or changing facilities to ensure privacy.

#### 14. What efforts should be utilized to include minority and female contractors and suppliers?

Take affirmative steps to ensure that small, minority, and women owned businesses are included on all lists for contractors/service providers. Solicit these businesses when issuing RFPs and RFQs and soliciting construction bids. Divide project activities into small tasks to allow participation. Keep records of all offers to minority and female construction contractors.

# 15. If a construction contractor participates in a business related association that does not comply with equal opportunity affirmative action standards, does that show his/her failure to comply?

No, the construction contractor is responsible for its own compliance.

# 16. Can a construction contractor hire a subcontractor who has been debarred from government contracts pursuant to EEO?

No. The construction contractor must suspend, terminate or cancel its contract with any Subcontractor who is in violation of the EEO policy.

# 17. What effort has been taken by the construction contractor to monitor all employment to insure the company EEO policy is being carried out?

The construction contractor must designate a responsible individual to keep accurate records of all employees that includes specific information required by the government.

#### **SECTION 3 POLICY**

In accordance with 12 U.S.C. 1701u, (Section 3), City of Kingsville agrees to implement the following steps, which, to the *greatest extent feasible*, will provide job training, employment and contracting opportunities for Section 3 residents and Section 3 businesses of the areas in which the program/project is being carried out.

- A. Introduce and pass a resolution adopting this plan as a policy to strive to attain goals for compliance to Section 3 regulations by increasing opportunities for employment and contracting for Section 3 residents and businesses.
- B. Assign duties related to implementation of this plan to the designated Section 3 Coordinator.
- C. Notify Section 3 residents and business concerns of potential new employment and contracting opportunities as they are triggered by CDBG-MIT grant awards through the use of: Public Hearings and related advertisements; public notices; bidding advertisements and bid documents; notification to local business organizations such as the Chamber(s) of Commerce or the Urban League; local advertising media including public signage; project area committees and citizen advisory boards; local HUD offices; regional planning agencies; and all other appropriate referral sources. Include Section 3 clauses in all covered solicitations and contracts.
- D. Maintain a list of those businesses that have identified themselves as Section 3 businesses for utilization in CDBG-MIT funded procurements, notify those businesses of pending contractual opportunities, and make this list available for general Grant Recipient procurement needs.
- E. Maintain a list of those persons who have identified themselves as Section 3 residents and contact those persons when hiring/training opportunities are available through either the Grant Recipient or contractors.
- F. Require that all Prime contractors and subcontractors with contracts over \$100,000 commit to this plan as part of their contract work. Monitor the contractors' performance with respect to meeting Section 3 requirements and require that they submit reports as may be required by HUD or GLO to the Grant Recipient.
- G. Submit reports as required by HUD or GLO regarding contracting with Section 3 businesses and/or employment as they occur; and submit reports within 20 days of federal fiscal year end (by October 20) which identify and quantify Section 3 businesses and employees.
- H. Maintain records, including copies of correspondence, memoranda, etc., which document all actions taken to comply with Section 3 regulations.

As officers and representatives of the City of Kingsville, we the undersigned have read and fully agree to this plan and become a party to the full implementation of this program.

Sam R. Fugate, Mayor

Name. Title

December 13.2021

Date

# **STATEMENT OF BIDDER'S QUALIFICATIONS**

All questions must be answered and the data given must be clear and comprehensive. **This statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information it desires.

Date:			
Bidder (Legal Name of Firm):			
Date Organized:			
Name of Owner(s):			
Address:			
Date Incorporated			
Federal ID Number:			
Number of Years in contracting business under present nar	ne		
List all other names under which your business has operate			
Work Presently Under Contract:			
Contract	Amount \$	Completion Date	
Type of work performed by your company			
Type of work performed by your company:			
Total Staff employed by Firm (Break down by Managers an	d Trades on separate s	sheet):	
Have you ever failed to complete any work awarded to <u>you</u>	?_□ Yes □ No		
(If yes, please attach summary of details on a separate she	et. Include brief explar	nation of cause and resolution)	
Have you ever defaulted on a contract? ☐ Yes ☐ No			
(If yes, please attach summary of details on a separate she	et.)		
Has your organization had any disbarments or suspensions		ed in the past five years or that was s	til
in effect during the five-year period or is still in effect? $\ \Box$ Y	es ⊔ No		
(If yes, list and explain; such list must include disbarments	and suspensions of offi	cers, principals, partners,	
members, and employees of your organization.)			

Project		Amount \$	Mo/Yr Completed	_
Major equipment available for <b>th</b>	is contract:			- -
Are you in compliance with all ap	·			
(Optional) Minority Business F Owner's Race: Owner's Ethnicity: Owner's Gender:				
Section 3 residents, or wi	ercent or more owned by anent, full-time employees ithin three years of the da evidence of a commitmen	Section 3 residents; s include persons, at leate of first employment to subcontract in exc	east 30 percent of whom are currently t with the firm were Section 3 residents; cess of 25 percent of the dollar amount of is described above; or	
d) Businesses located within they provide economic op			as Section 3 Business Concerns because ons.	
Bank References Address: City & State:			act Name:	
Credit available: \$				
Has the firm or predecessor firm (If yes, please attach summary of			on? □ Yes □ No	
List on a sheet attached hereto a over the last five (5) years with a			or suits pending or outstanding against bid	der
List on a sheet attached hereto initiated within the last five (5) years			ard to construction contracts which bidder le.	ıas

List the projects most recently completed by your firm (include project of similar importance):

superintendent	for the project.		_					
Signed this	day of		, 20					
<u>Signature</u>								
Printed Name a	nd Title							
Company Name	<u> </u>							
Notary Stateme	ent:							
	of					s the the answe		
questions and a firm, or corporate	all statements therein tion to furnish any inf Statement of Bidder's	contained are tru ormation request	ue and corr	ect. He/she	hereby auth	orizes and re	equests any	person,
Subscribed and	sworn before me this	sday o	of	, 20	÷			
Notary Public								
<u>Signature</u>								
Printed Name								
My Commission	n Expires:	,						
The penalty for	or making false sta	tements is pres	cribed in	the U. S. C	Criminal Co	de, 18 U.S	.C. 1001.	

Attach resume(s) for the principal member(s) of your organization, including the officers as well as the proposed

# **CONFLICT OF INTEREST QUESTIONNAIRE**

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICE USE ONLY
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).	Date Received
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.	
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	
Name of vendor who has a business relationship with local governmental entity.	
Check this box if you are filing an update to a previously filed questionnaire. (The law recompleted questionnaire with the appropriate filing authority not later than the 7th business you became aware that the originally filed questionnaire was incomplete or inaccurate.)	s day after the date on which
Name of local government officer about whom the information is being disclosed.	
Name of Officer	
Describe each employment or other business relationship with the local government off officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with Complete subparts A and B for each employment or business relationship described. Attack CIQ as necessary.  A. Is the local government officer or a family member of the officer receiving or lother than investment income, from the vendor?  Yes No  B. Is the vendor receiving or likely to receive taxable income, other than investment of the local government officer or a family member of the officer AND the taxable local governmental entity?  Yes No	t income, from or at the direction
Describe each employment or business relationship that the vendor named in Section 1 n other business entity with respect to which the local government officer serves as an ownership interest of one percent or more.	
Check this box if the vendor has given the local government officer or a family member as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a)(B), excluding gifts described in Section	
7	
Signature of vendor doing business with the governmental entity	Date

#### CONFLICT OF INTEREST QUESTIONNAIRE

### For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

<u>Local Government Code § 176.001(1-a)</u>: "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

#### Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:
  - (2) the vendor:
    - (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
      - $(\bar{\mathbf{i}})$  a contract between the local governmental entity and vendor has been executed; or
      - (ii) the local governmental entity is considering entering into a contract with the vendor;
    - (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
      - (i) a contract between the local governmental entity and vendor has been executed; or
      - (ii) the local governmental entity is considering entering into a contract with the vendor.

#### Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:
  - (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
  - (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
  - (3) has a family relationship with a local government officer of that local governmental entity.
- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:
  - (1) the date that the vendor:
    - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
    - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
  - (2) the date the vendor becomes aware:
    - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
    - (B) that the vendor has given one or more gifts described by Subsection (a); or
    - (C) of a family relationship with a local government officer.

#### CONTRACTOR'S CERTIFICATION of RECOVERED MATERIAL

Signature

Date

# **ACKNOWLEDGEMENT** (Principal's Name) of (Company Name), (hereinafter called "Contractor"), acknowledge the recovered material bidding requirements found in 2 CFR 200.322 that requires the Contractor to procure those items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. I also acknowledge that this requirement shall apply to items purchased (1) where the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) where during the preceding fiscal year, the value of the quantity acquired was in excess of \$10,000. Finally, I acknowledge the attached list of recovered materials included in the bid documents. up-to-date listina. please go to https://www.epa.gov/smm/comprehensive-procurement-guideline-cpgprogram#directory) Printed Name and Title Signature Date **USE OF RECOVERED MATERIAL** Please check one: ☐ Recovered materials are included in this bid: Materials included ☐ Recovered materials are not reasonably available in a reasonable period of time. ☐ Recovered materials fail to meet reasonable performance standards, which are determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable. ☐ Recovered materials are only available at an unreasonable price. Printed Name and Title

# **NONCOLLUSION AFFIDAVIT OF PRIME BIDDER**

State of Texas	)				
County of	)				
	hadaa Gaab babaaa		1		
	, being first duly swo	orn, deposes an	a says that:		
(1) He/She isattached Bid;	of		, 1	the Bidder that has	submitted the
(2) He/She is fully informed re circumstances respecting sucl		ion and contents	of the attached	d Bid and of all pert	inent
(3) Such Bid is genuine and is	s not a collusive or sha	am Bid;			
(4) Neither the said Bidder nor including this affiant, has in an or person to submit a collusive or to refrain from bidding in color collusion or communication Bid or of any other Bidder, or to secure through any collu	ny way colluded, consp e or sham Bid in conne nnection with such Cor n or conference with an to fix an overhead, pro	vired, connived of ection with the Contract, or has in any other Bidder, fit or cost eleme ivance or unlaw	r agreed, direct ontract for which any manner, dir firm or person nt of the Bid pr ful agreement a	tly or indirectly with the attached Bid rectly or indirectly, s to fix the price or price or the Bid price any advantage agai	another Bidder, firm has been submitted ought by agreement ices in the attached of any other Bidder,
(5) The price or prices quote connivance or unlawful agree parties in interest, including th	ment on the part of the				
		(Signed) _			
		_	Т	itle	
Subscribed and sworn to me t	his da	y of			
		Ву		. A D. J.F.	
			N	otary Public	
My commission expires					

### **CONTRACTOR CERTIFICATIONS**

U.S. Department of Housing and Urban Development

CERTIFICATION OF BIDDER REGARDING CIVIL RIGHTS LAWS AND REGULATIONS				
INSTRUCTIONS				
CERTIFICATION OF BIDDER REGARDING Executive Order 11246 and Federal Laws Requiring Federal Contractor to adopt and abide by equal employment opportunity and affirmative action in their hiring, firing, and promotion practices. This includes practices related to race, color, gender, religion, national origin, disability, and veterans' rights.				
NAME AND ADDRESS OF BIDDER (include ZIP Code)				
CERTIFICATION BY BIDDER				
Bidder has participated in a previous contract or subcontract subject to Civil Rights Laws and Regulations.				
The undersigned hereby certifies that:				
□ The Provision of Local Training, Employment, and Business Opportunities clause (Section 3 provision) is included in the Contract. A written Section 3 plan (Local Opportunity Plan) was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$100,000).				
□ The Equal Opportunity clause is included in the Contract (if bid equals or exceeds \$10,000).				
Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?				
□ Yes □ No				
NAME AND TITLE OF SIGNER (Please type)				
SIGNATURE DATE				

#### CONTRACTOR'S LOCAL OPPORTUNITY PLAN

(Name of Company) agrees to implement the following specific affirmative action steps	directed at
increasing the utilization of lower income residents and businesses within the (City) of	_•

- A. To ascertain from the City CDBG program official the exact boundaries of the project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the city the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within and servicing the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.
- C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. To insert this plan in all bid documents and to require all bidders on subcontracts to submit an affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- E. To ensure that subcontracts (greater than \$10,000), which are typically let on a negotiated rather than a bid basis in areas other than the covered project area, are also let on a negotiated basis, whenever feasible, in a covered project area.
- F. To formally contact unions, subcontractors, and trade associations to secure their cooperation in this effort.
- G. To ensure that all appropriate project area business concerns are notified of pending sub-contractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this plan.
- J. To maintain records concerning the amount and number of contracts, subcontracts, and purchases which contribute to objectives.
- K. To maintain records of all projected work force needs for all phases of the project by occupation, trade, skill level, and number of positions and to update these projections based on the extent to which hiring meets these Local Opportunity objectives.

As officers and representatives of	(Name of Company), we the undersigned have read and 3 Plan, and become a party to the full implementation of the program and
Signature	
Printed Name	
Title	
 Date	

# Instructions for Proposed Contracts Breakdown and Estimated Project Workforce Breakdown

#### **Proposed Contracts Breakdown**

<u>Type of Contracts</u> – list all construction, materials, or other types of subcontracts (for example: electrical, plumbing, concrete, boring, etc.)

No. of Contracts - Number of contracts under this category

Approximate Total Dollar Amount – Total amount of each contract

Estimated No. to Local Business - Number of contracts awarded to local businesses and Section 3 businesses

<u>Estimated \$ Amount to Local Business</u> - How many dollars will be spent locally for each type of contract? For example: will you hire any local employees or subcontractors?

#### **Estimated Project Workforce Breakdown**

Work Classifications - Classification of project employees as defined on Wage Rate

Total Estimated Positions – List the number employees for each work classification will you need on this project

Number of Positions Currently Filled – List the number of estimated positions you currently have filled

Number of Positions Not Filled – List the number of estimated positions you currently do not have filled

<u>Number of Positions to Fill with Low to Moderate Income (Section 3) Residents</u> – List the number of local residents earning low to moderate incomes that you plan to employ to fill the estimated positions not filled

# PROPOSED CONTRACTS BREAKDOWN

Type of Contracts	No. of Contracts	Approx. Total Dollar Amount	Estimated No. to local Business	Estimated \$ Amoun Local Business

# **ESTIMATED PROJECT WORKFORCE BREAKDOWN**

Work Classifications	Total Estimated Positions	No. of Positions Currently Filled	No. of Positions not Filled	No. of Positions to fill with LMI Residents (Section 3)
Totals				



# **Texas General Land Office**

Community Development Block Grant (CDBG)
Disaster Recovery Program

## CERTIFICATION FOR BUSINESS CONCERNS Seeking Section 3 Preference in Contracting and Demonstration of Capability

Economic Opportunities for Low and	Very Low-Income Persons		
Grantee/Subrecipient:	Contract	Number:	Date:
CONTRACTOR INFORMA	TION		
Name of Business			
Address of Business			
Type of Business: Corporation Sole Proprie	Partnership  detorship  Joint Venture	Non-Profit Consortium	
	<b>following documentation a</b> Business Concern" in 24 CF		
For Business claiming status as	s a Section 3 resident-own	ed enterprise:	
<ul><li>☐ Copy of resident lease</li><li>☐ Copy of evidence of participal assistance program</li></ul>	tion in a public	Copy of receipt of pub	lic assistance
For business entity as applicab	le:		
<ul> <li>□ Copy of Articles of Incorporat</li> <li>□ Assumed Business Name Cot</li> <li>□ List of owners/stockholders at of each appointed officers</li> <li>□ Organization chart with name and brief function statement</li> </ul>	ertificate and % ownership	<ul> <li>☐ Certificate of Good St</li> <li>☐ Partnership Agreeme</li> <li>☐ Corporation Annual R</li> <li>☐ Latest Board minutes</li> <li>☐ Additional documenta</li> </ul>	nt eport
For business entity claiming Set 3 business(es):  List of subcontracted Section	·		ollar awarded to qualified Section
For business claiming Section residents or were Section 3 elig			
☐ List of all current full-time em☐ PHA/IHA Residential lease lefter from day of employment		<ul><li>☐ List of employees claiming Section 3 status</li><li>☐ Other evidence of Section 3 status less than 3 years from date of employment</li></ul>	
Evidence of ability to perform s	uccessfully under the tern	ns and conditions of the p	roposed contract:
☐ Current financial statement ☐ List of owned equipment ☐ List of all contracts for the pas	t two years	Statement of ability to public policy	comply with
Authorized Name and Signature Attested By:		Date (Corpor	ate Seal)

# CERTIFICATION REGARDING LOBBYING COMPLIANT WITH APPENDIX A TO 24 C.F.R. PART 87\*

(To be submitted with each bid or offer exceeding \$100,000)

Certification for Contracts, Grants, Loans, and Cooperative Agreements:

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance:

The undersigned states, to the best of his or her knowledge and belief, that: If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the duly authorized representative of the Contractor, I hereby certify that the applicant will comply with the above applicable certification.

Signature of Contractor's Authorized Official
Printed Name and Title of Contractor's Authorized Official
Date

\*24 C.F.R. 87 App. A, available at https://www.gpo.gov/fdsys/granule/CFR-2011-title24-vol1/CFR-2011-title24-vol1-part87-appA. Published Apr. 1, 2011. Accessed Aug. 1, 2018.

#### INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

- 1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
- 2. Identify the status of the covered Federal action.
- 3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
- 4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub awardee, e.g., the first sub awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
- 5. If the organization filing the report in item 4 checks "Sub awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
- 6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
- 7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
- 8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
- 9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
- 10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
  - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
- 11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 4040-0013. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (4040-0013), Washington, DC 20503

# **Disclosure of Lobbying Activities**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure)

1. Type of Federal Action:  a. contract  b. grant  c. cooperative agreement  d. loan  e. loan guarantee  f. loan insurance	a. bid/d	of Federal Action: offer/application al award -award	a. initial filing b. material change  For material change only: Year quarter Date of last report
4. Name and Address of Reportin  Prime Sub awarde Tier	ee		Entity in No. 4 is Sub awardee, Address of Prime:
Congressional District, if known:  6. Federal Department/Agency:		Congressional District, if known:  7. Federal Program Name/Description:  CFDA Number, if applicable:	
8. Federal Action Number, if k	known:	9. Award Amount,	if known:
10. a. Name and Address of Lobby (if individual, last name, first na		b. Individuals Performance different from No. 10 (last name, first name)	,

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed	Signature:
by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the	Print Name:
Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such	Title:
failure.	Telephone No.: Date:
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

# **BID BOND**

KNOW ALL MEN B	Y THESE PRESENTS, that we the undersigned,	as PRINCIPAL,
and	, as SURETY are	e held and firmly bound unto (City of Kingsville)
hereinafter called th	e "Local Public Agency", in the penal sum of	
Dollars, (\$	), lawful money of the United States, for the paym	ent of which sum well and truly to be made, we
bind ourselves, our	heirs, executors, administrators, successors, and assi	gns, jointly and severally, firmly by these
presents.		
THE CONDITION O	F THIS OBLIGATION IS SUCH, that whereas the Prir	ncipal has submitted the Accompanying Bid,
dated	, for	
same, or, if no period or if no period be sp written contract with surety or sureties, at the withdrawal of sa the time specified, if and the amount for	E, the Principal shall not withdraw said Bid within the dobe specified, within thirty (60) days after the said open becified, within ten (10) days after the prescribed forms the Local Public Agency in accordance with the Bid as so may be required, for the faithful performance and provided Bid within the period specified, or the failure to enter the Principal shall pay the Local Public Agency the different which the local Public Agency may procure the required, then the above obligation shall be void and of no effect.	ling, and shall within the period specified therefor, is are presented to him for signature, enter into a accepted, and give bond with good and sufficient oper fulfillment of such contract; or in the event of er into such Contract and give such bond within ference between the amount specified in said Bid lired work or supplies or both, if the latter be in
, the name a	EOF, the above parties have executed this instrument and corporate seal of each corporate party being heret entative, pursuant to authority of its governing body.	this day of to affixed and these present signed by its
5 1	, , , , , , , , , , , , , , , , , , , ,	(SEAL)
		(SEAL)
Att	rest:	By:
		Affix
		Corporate Seal
Att	est:	By:
		Affix
		Corporate
		Seal
Att	rest:	Ву:
		-

Ву	
* Attorney-in-Fact, State of Texas	
CERTIFICATE AS TO CORPORATE PRINCIPAL	
I,, certify that I am the Secretary of the Corporation named as Principal in	the bid bond; that
, who signed the said bond on behalf of the Principal was then	_ of said corporation; that
I know his/her signature, and his/her signature thereto is genuine; and that said bond was duly signature.	igned, sealed, and
attested to, on behalf of said corporation by authority of its governing body.	

Corporate Seal

Countersigned

<sup>\*</sup> Power-of-attorney for person signing for Surety Company must be attached to bond.

# **CONSTRUCTION CONTRACT**

THIS AGREEMENT made this the (a corpo	day of,, by and between ration organized and existing under the laws of the State of)) (an individual trading as) hereinafter called lafter called the "City"			
(a partnership consisting of the "Contractor", and <u>City of Kingsville</u> hereir	) (an individual trading as) hereinafter called after called the "City"			
WITNESSETH, that the Contractor and the C	City for the considerations stated herein mutually agree as follows:			
machinery, tools, equipment and services, ir required for the construction of the Improve REHABILITATION PROJECT) SANITARY 3 D218) for the Community Development Block	ntractor shall furnish all supervision, technical personnel, labor, materials, cluding utility and transportation services, and perform and complete all work ments embraced in the Project; namely, (GLO SS PROJECT 2 (MANHOLE SEWER IMPROVEMENTS (CDBG-MIT GLO CONTRACT NO. 22-082-016-Grant – Mitigation (CDBG-DR) project, all in strict accordance with the contract umbered, dated and, all as ers (ICE) acting and in these contract documents preparation, referred to as			
<b>ARTICLE 2. The Contract Price.</b> The City will pay the Contractor for the performance of the Contract in current funds, for the total quantities of work performed at the <i>unit prices</i> stipulated in the Bid for the several respective items of work completed subject to additions and deductions as provided in hereof.				
ARTICLE 3. The Contract. The executed co	entract documents shall consist of the following components:			
a. This Agreement (pgs. 1-3)	f. General Conditions, Part I			
b. Addenda	g. Special Conditions			
c. Invitation for Bids	h. Technical Specifications			
d. Instructions to Bidders	i. Drawings (as listed in the Schedule of Drawings)			
e. Signed Copy of Bid	j. [Add any applicable documents]			
ARTICLE 4. Performance. Work, in accommence on or beforeconsecutive calendar days thereafter. The	ccordance with the Contract dated,, shall, and Contractor shall complete the WORK within 120 date of completion of all WORK is therefore,			
This Agreement together with other docume	nts enumerated in this ARTICLE 3, which said other documents are as fully a			

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed in <u>triplicate</u> original copies on the day and year first above written.

(The Contractor)	-	
By Title		
(City/County)	-	
By		
Title	-	
Corporate Certifications		
I,	_, certify that I am the who signed this Agreem said corporation; that said Agreeme g body, and is within the scope of its	of the corporation named as Contractor lent on behalf of the Contractor, was then ent was duly signed for and in behalf of said corporate powers.
Corporate Seal	(Corporate Secretary)	

# GENERAL CONDITIONS - PART I FOR CONSTRUCTION

#### 1. Contract and Contract Documents

- a. The project to be constructed pursuant to this contract will be financed with assistance from the General Land Office (GLO) through the Community Development Block Grant – Mitigation (CDBG-MIT) fund and is subject to all applicable Federal and State laws and regulations.
- b. The Plans, Specifications and Addenda shall form part of this contract and the provisions thereof shall be binding upon the parties as if they were herein fully set forth.

#### 2. Definitions

Whenever used in any of the Contract Documents, the following meanings shall be given to the terms here in defined:

- (a) The term "Contract" means the Contract executed between the (City of Kingsville), hereinafter called the "City" and -\_\_\_\_\_, hereinafter called "Contractor", of which these GENERAL CONDITIONS, form a part.
- (b) The term "Project Area" means the area within the specified Contract limits of the Improvements contemplated to be constructed in whole or in part under this contract.
- (c) The term "Engineer" means (International Consulting Engineers), Engineer in charge, serving the City with architectural or engineering services, his successor, or any other person or persons, employed by the City for the purpose of directing or having in charge the work embraced in this Contract.
- (d) The term "Contract Documents" means and shall include the following: Executed Contract, Addenda (if any), Invitation for Bids, Instructions to Bidders, Signed Copy of Bid, General Conditions, Special Conditions, Technical Specifications, and Drawings (as listed in the Schedule of Drawings).

#### 3. Supervision By Contractor

- (a) Except where the Contractor is an individual and personally supervises the work, the Contractor shall provide a competent superintendent, satisfactory to the Engineer, on the work at all times during working hours with full authority to act as Contractor's agent. The Contractor shall also provide adequate staff for the proper coordination and expediting of his work.
- (b) The Contractor shall be responsible for all work executed under the Contract. Contractor shall verify all figures and elevations before proceeding with the work and will be held responsible for any error resulting from his failure to do so.

#### 4. Subcontracts

(a) The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until Contractor has verified the subcontractor has been cleared (not suspended or debarred) to participate in federally funded contracts.

- (b) No proposed subcontractor shall be disapproved by the City except for cause.
- (c) The Contractor shall be as fully responsible to the City for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them.
- (d) The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work and required compliance by each subcontractor with the applicable provisions of the Contract.
- (e) Nothing contained in the Contract shall create any contractual relation between any subcontractor and the City.
- (f) Contractors are encouraged to subcontract with Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and labor surplus area firms.

#### 5. Fitting and Coordination of Work

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors, or material suppliers engaged upon this Contract.

#### Payments to Contractor

#### (a) Partial Payments

- 1) The Contractor shall prepare the requisition for partial payment as of the last day of the month and submit it, with the required number of copies, to the Engineer for approval. The amount of the payment due the Contractor shall be determined by adding to the total value of work completed to date, the value of materials properly stored on the site and deducting (1) five percent (5%) of the total amount, to be retained until final payment, and (2) the amount of all previous payments. The total value of work completed to date shall be based on the estimated quantities of work completed and on the unit prices contained in the agreement. The value of materials properly stored on the site shall be based upon the estimated quantities of such materials and the invoice prices. Copies of all invoices shall be available for inspection of the Engineer.
- 2) Monthly or partial payments made by the City to the Contractor are advanced for the purpose of assisting the contractor to expedite the work of construction. The Contractor shall be responsible for the care and protection of all materials and work upon which payments have been made until final acceptance of such work and materials by the City. Such payments shall not constitute a waiver of the right of the City to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the City in all details.

#### (b) Final Payment

- 1) After final inspection and the acceptance by the City of all work under the Contract, the Contractor shall prepare the requisition for final payment which shall be based upon the careful inspection of each item of work at the applicable unit prices stipulated in the Contract. The total amount of the final payment due the Contractor under this Contract shall be the amount computed as described above less all previous payments.
- 2) Before paying the final estimate, City shall require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project) and services to the Contractor. The City may make payment in part or in full to the Contractor without

requiring the furnishing of such releases or receipts and any payments made shall in no way impair the obligations of any surety or sureties furnished under this Contract.

- 3) Any amount due the City under Liquidated Damages, shall be deducted from the final payment due the contractor.
- (c) Payments Subject to Submission of Certificates

Each payment to the Contractor by the City shall be made subject to submission by the Contractor of all written certifications required of it and its subcontractors.

#### (d) Withholding Payments

The City may withhold any payment due the Contractor as deemed necessary to protect the City, and if so elects, may also withhold any amounts due from the Contractor to any subcontractors or material dealers, for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the City and will not require the City to determine or adjust any claims or disputes between the Contractor and its subcontractors or material dealers, or to withhold any moneys for their protection unless the City elects to do so. The failure or refusal of the City to withhold any moneys from the Contractor shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

#### 7. Changes in the Work

- (a) The City may make changes in the scope of work required to be performed by the Contractor under the Contract without relieving or releasing the Contractor from any obligations under the Contract or any guarantee given pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise. Additionally, all such change orders must be approved by CDBG-MIT prior to execution of same.
- (b) Except for the purpose of affording protection against any emergency endangering health, life, limb or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the improvements or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the City authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract Price will be valid unless so ordered.
- (c) If applicable unit prices are contained in the Contract, the City may order the Contractor to proceed with desired unit prices specified in the Contract; provided that in case of a unit price contract the net value of all changes does not increase the original total amount of the agreement by more than twenty-five percent (25%) or decrease the original total amount by more than twenty-five percent (25%) for municipalities and eighteen percent (18%) for counties without the written consent of the contractor. [Texas Local Government Code Section 252.048(d) and Section 262.031(b)]
- (d) Each change order shall include in its final form:
  - 1) A detailed description of the change in the work.
  - 2) The Contractor's proposal (if any) or a confirmed copy thereof.
  - 3) A definite statement as to the resulting change in the contract price and/or time.

- 4) The statement that all work involved in the change shall be performed in accordance with contract requirements except as modified by the change order.
- 5) The procedures as outlined in this Section for a unit price contract also apply in any lump sum contract.

#### 8. Claims for Extra Cost

- (a) If the Contractor claims that any instructions by Drawings or otherwise involve extra cost or extension of time, he shall, within ten days after the receipt of such instructions, and in any event before proceeding to execute the work, submit his protest thereto in writing to the City, stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.
- (b) Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work, than would be reasonably estimated from the Drawings and maps issued.
- (c) Any discrepancies which may be discovered between actual conditions and those represented by the Drawings and maps shall be reported at once to the City and work shall not proceed except at the Contractor's risk, until written instructions have been received from the City.
- (d) If, on the basis of the available evidence, the City determines that an adjustment of the Contract Price and/or time is justifiable, a change order shall be executed.
- 9. <u>Termination, Delays, and Liquidated Damages</u>

Right of the City to Terminate Contract for Convenience

City may at any time and for any reason terminate Contractor's services and work at City convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement plus (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by City. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against City for any additional compensation or damages in the event of such termination and payment.

Right of the City to Terminate Contract for Cause

If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the City shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor pursuant to this Agreement shall, at the option of the City, be turned over to the City and become the

property of the City. In the event of termination for cause, the Contractor shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of contract by the Contractor, and the City may set-off the damages it incurred as a result of the Contractor's breach of contract from any amounts it might otherwise owe the Contractor. 2 CFR 200 APPENDIX II(B)

(a) Liquidated Damages for Delays.

If the work is not completed within the time stipulated in the applicable bid for Lump Sum or Unit Price Contract provided, the Contractor shall pay to the City as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) the amount of \$200 for each calendar day of delay, until the work is completed. The Contractor and Contractor's sureties shall be liable to the City for the amount thereof.

- (b) Excusable Delays.
  - 1) The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due to:
  - 2) Any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, national defense, or any other national emergency;
  - 3) Any acts of the City;
  - 4) Causes not reasonably foreseeable by the parties to this Contract at the time of execution which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, terrorism, war, acts of another Contractor in the performance of some other contract with the City, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions.
  - 5) Provided, however, that the Contractor promptly notifies the City within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the City shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this contract, the delay is properly excusable, the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

# 10. Assignment or Novation

The Contractor shall not assign nor transfer, whether by assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the City. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, Contractors, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

### 11. Technical Specifications and Drawings

Anything mentioned in the Technical Specifications and not shown on the Drawings or vice versa, shall be of like effect as if shown on or mentioned in both. In case of difference between Drawings and Technical Specifications, the Technical Specifications shall govern. In case of any discrepancy in Drawings, or Technical Specifications, the matter shall be immediately submitted to the City for review. Contractor shall be liable for any issues or expenses in the event the discrepancy is not submitted to the City.

# 12. Shop Drawings

- (a) All required shop drawings, machinery details, layout drawings, etc. shall be submitted to the Engineer in 3 copies for approval sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting and rechecking if necessary. The Contractor may proceed, only at Contractor's own risk, with manufacture or installation of any equipment or work covered by said shop drawings, etc. until they are approved and no claim, by the Contractor, for extension of the contract time shall be granted by reason of his failure in this respect.
- (b) Any drawings submitted without the Contractor's stamp of approval will not be considered and will be returned to him for proper resubmission. If any drawings show variations from the requirements of the Contract because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of contract price and/or time, otherwise the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though the drawings have been approved.
- (c) If a shop drawing is in accordance with the contract or involves only minor adjustment in the interest of the City not involving a change in contract price or time, the engineer may approve the drawing. The approval shall not relieve the Contractor from responsibility to adhere to the contract or for any error in the drawing.

# 13. Requests for Supplementary Information

It shall be the responsibility of the Contractor to make timely requests of the City for any additional information which should be furnished by the City under the terms of this Contract, and which is required in the planning and execution of the work. Such requests may be submitted from time to time as the need approaches, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and list the various items and the latest date by which each will be required by the Contractor. The first list shall be submitted within two weeks after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Engineer may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provision of this section.

#### 14. Materials and Workmanship

- (a) Unless otherwise specifically provided for in the technical specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the technical specifications as "equal to" any particular standard, the Engineer shall decide the question of equality.
- (b) The Contractor shall furnish to the City for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which he contemplates installing together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval full information concerning all other materials or articles which he proposes to incorporate.

- (c) Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.
- (d) Materials specified by reference to the number or symbol of a specific standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in the technical specifications shall have full force and effect as though printed therein.
- (e) The City may require the Contractor to dismiss from the work such employee or employees as the City or the Engineer may deem unqualified.

# 15. Samples, Certificates and Tests

- (a) The Contractor shall submit all material or equipment samples, certificates, affidavits, etc., as called for in the contract documents or required by the Engineer, promptly after award of the contract and acceptance of the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been approved in writing by the Engineer. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the contract time.
- (b) Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information which will assist the Engineer in making a prompt decision regarding the acceptability of the sample. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.
- (c) Approval of any materials shall be general only and shall not constitute a waiver of the City's right to demand full compliance with Contract requirements. After actual deliveries, the Engineer will have such check tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the Engineer will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable.
- (d) Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:
  - 1) The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the Engineer;
  - 2) The Contractor shall assume all costs of re-testing materials which fail to meet contract requirements;
  - 3) The Contractor shall assume all costs of testing materials offered in substitution for those found deficient;
  - 4) The City will pay all other expenses.

### 16. Permits and Codes

- (a) The Contractor shall give all notices required by and comply with all applicable federal and state laws, ordinances, and codes of the Local Government. All construction work and/or utility installations shall comply with all applicable ordinances, and codes including all written waivers. Before installing any work, the Contractor shall examine the drawings and technical specifications for compliance with applicable ordinances and codes and shall immediately report any discrepancy to the City. Where the requirements of the drawings and technical specifications fail to comply with such applicable ordinances or codes, the City will adjust the Contract by Change Order to conform to such ordinances or codes (unless waivers in writing covering the difference have been granted by the governing body or department) and make appropriate adjustment in the Contract Price or stipulated unit prices.
- (b) Should the Contractor fail to observe the foregoing provisions and proceed with the construction and/or install any utility at variance with any applicable ordinance or code, including any written waivers (notwithstanding the fact that such installation is in compliance with the drawings and technical specifications), the Contractor shall remove such work without cost to the City.
- (c) The Contractor shall at his own expense, secure and pay for all permits for street pavement, sidewalks, shed, removal of abandoned water taps, sealing of house connection drains, pavement cuts, buildings, electrical, plumbing, water, gas and sewer permits required by the local regulatory body or any of its agencies.
- (d) The Contractor shall comply with applicable local laws and ordinances governing the disposal of surplus excavation, materials, debris and rubbish on or off the Project Area and commit no trespass on any public or private property in any operation due to or connected with the Improvements contained in this Contract.
- (e) The Contractor will be required to make arrangements for and pay the water, electrical power, or any other utilities required during construction.
- (f) During construction of this project, the Contractor shall use every means possible to control the amount of dust created by construction. Prior to the close of a day's work, the Contractor, if directed by the City, shall moisten the surrounding area to prevent a dusty condition.

## 17. Care of Work

- (a) The Contractor shall be responsible for all damages to person or property that occur as a result of its fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance.
- (b) The Contractor shall provide sufficient competent watchmen, both day and night, including Saturdays, Sundays, and holidays, from the time the work is commenced until final completion and acceptance.
- (c) In an emergency affecting the safety of life, limb or property, including adjoining property, the Contractor, without special instructions or authorization from the City is authorized to act to prevent such threatened loss or injury. Contractor shall follow all instructions of City.
- (d) The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and shall be responsible for completely repairing any damage thereto caused by the operations.

(e) The Contractor shall shore up, brace, underpin, secure, and protect as maybe necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the improvements included in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the City from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the City may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

## 18. Accident Prevention

- (a) No laborer or mechanic employed in the performance of this Contract shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety as determined under construction safety and health standards promulgated by the Department of Labor.
- (b) The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work.
- (c) The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the City with reports concerning these matters.
- (d) The Contractor shall indemnify and hold harmless the City from any claims for damages resulting from property damage, personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this contract.
- (e) The Contractor shall provide trench safety for all excavations more than five feet deep prior to excavation. All OSHA Standards for trench safety must be adhered to by the Contractor.
- (f) The contractor shall at all times conduct work in such a manner as to ensure the least possible inconvenience to vehicular and pedestrian traffic. At the close of the work each day, all streets where possible in the opinion of the City, shall be opened to the public in order that persons living in the area may have access to their homes or businesses by the use of the streets. Barricades, warning signs, and necessary lighting shall be provided to the satisfaction of the City at the expense of the Contractor.

#### 19. Sanitary Facilities

The Contractor shall furnish, install and maintain ample sanitary facilities for laborers. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

# 20. Use of Premises

(a) The Contractor shall confine equipment, storage of materials, and construction operations to the contract limits as shown on the drawings and as prescribed by ordinances or permits, or as may be desired by the City, and shall not unreasonably encumber the site or public rights of way with materials and construction equipment.

(b) The Contractor shall comply with all reasonable instructions of the City and all existing federal, state and local regulations regarding signs, advertising, traffic, fires, explosives, danger signals, and barricades.

# 21. Removal of Debris, Cleaning, Etc.

The Contractor shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the Project Area and public rights of way reasonably clear. Upon completion of the work, he shall remove all temporary construction facilities, debris and unused materials provided for work, and put the whole site of the work and public rights of way in a neat and clean condition.

# 22. Inspection

- (a) All materials and workmanship shall be subject to inspection, examination, or test by the City and Engineer at any and all times during manufacture or construction and at any and all places where such manufacture or construction occurs. The City shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the City may by contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any Monies which may be due the Contractor, without prejudice to any other rights or remedies of the City.
- (b) The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required. All tests by the City will be performed in such manner as not to delay the work unnecessarily and will be made in accordance with the provisions of the technical specifications.
- (c) The Contractor shall notify the City sufficiently in advance of back filling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the City, the Contractor shall uncover for inspection and recover such facilities at Contractor's expense, when so requested by the City.
- (d) Should it be considered necessary or advisable by the City at any time before final acceptance of the entire work to make an examination of work already completed, the Contractor shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any important or essential respect, due to fault of the Contractor or subcontractors, the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, shall be reimbursable and if completion of the work of the entire Contract has been delayed, a suitable extension of time will be approved.
- (e) Inspection of materials and appurtenances to be incorporated in the improvements included in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the technical specifications, shall be final, except as regards to: (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the Project Site.
- (f) Neither inspection, testing, approval nor acceptance of the work in whole or in part, by the City or its agents shall relieve the Contractor or its sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract.

#### 23. Review by City

The City and its authorized representatives and agents shall have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this Contract, provided, however that all instructions and approval with respect to the work will be given to the Contractor only by the City through its authorized representatives or agents.

## 24. Final Inspection

When the Improvements included in this Contract are substantially completed, the Contractor shall notify the City in writing that the work will be ready for final inspection on a definite date which shall be stated in the notice. The City will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon thereafter as is practicable.

## 25. Deduction for Uncorrected Work

If the City deems it not expedient to require the Contractor to correct work not done in accordance with the Contract Documents, an equitable deduction from the Contract Price will be made by agreement between the Contractor and the City and subject to settlement, in case of dispute, as herein provided.

#### 26. Insurance

The Contractor shall not commence work under this contract until all required insurance under this paragraph has been secured and approved by the City.

- (a) Worker's Compensation Insurance: The Contractor shall procure and shall maintain during the life of this contract Worker's Compensation Insurance as required by the State of Texas for all of his employees to be engaged in work at the site of the project under this contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance.
- (c) Proof of Insurance: The Contractor shall furnish the City with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days written notice has been received by the City."

# 27. Warranty of Title

No material, supplies, or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease-purchase or other agreement by which an interest is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same, together with all improvements and appurtenances constructed or placed by Contractor, to the City free from any claims, liens, or charges. Neither the Contractor nor any person, firm, or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any

improvement or appurtenance. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any law permitting such persons to look to funds due the Contractor. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

# 28. Warranty of Workmanship and Materials

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the improvements included in this Contract by the City or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of 12 months from the date of final acceptance of the work.

# 29. Job Offices

- (a) The Contractor and its subcontractors may maintain such office and storage facilities on the site as are necessary for the proper conduct of the work. These shall be located so as to cause no interference to any work to be performed on the site. The City shall be consulted with regard to locations.
- (b) Upon completion of the improvements, or as directed by the City, the Contractor shall remove all such temporary structures and facilities from the site, and leave the site of the work in the condition required by the Contract.

## 30. Partial Use of Site Improvements

The City may give notice to the Contractor and place in use those sections of the improvements which have been completed, inspected and can be accepted as complying with the technical specifications and if in its opinion, each such section is reasonably safe, fit, and convenient for the use and accommodation for which it was intended, provided:

- (a) The use of such sections of the Improvements shall in no way impede the completion of the remainder of the work by the Contractor.
- (b) The Contractor shall not be responsible for any damages or maintenance costs due directly to the use of such sections.

# 31. Contract Documents and Drawings

The City will furnish the Contractor without charge <u>3</u> copies of the Contract Documents, including Technical Specifications and Drawings. Additional copies requested by the Contractor will be furnished at cost.

# 32. Contract Period

The work to be performed under this contract shall commence within the time stipulated by the City in the Notice to Proceed, and shall be fully completed within \_\_\_\_\_ 120 \_\_\_\_\_ calendar days thereafter.

# 33. Liquidated Damages

(\$	200	_) as fixed,	agreed and liquidated	damages for	r each calendar	day of delay fi	rom the above	stipulated t	time for
comp	oletion.								

#### ADMINISTRATIVE REQUIREMENTS

# 34. Local Program Liaison

For purposes of this Agreement, the [City Engineer] or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Contractor. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

## 35. Access to Information

(a) The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the General Land Office (GLO), and the City, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Contractor which are pertinent to the CDBG-MIT award, in order to make audits, examinations, excerpts, and transcripts, and to close out the City's CDBG-MIT contract with GLO. **2 CFR 200.336** (former 24 CFR 85.36(i)(10))

The Office of the Comptroller General of the United States, the Government Accountability Office, the Office of Inspector General, or any authorized representative of the U.S. Government shall also have this right of inspection.

- (b) Contractor shall include the substance of this clause in all subcontracts it awards.
- 36. Records Retention
- (a) The Contractor shall retain all required records for three years after the City makes its final payment and all pending matters are closed. 2 CFR 200.333 (former 24 CFR (85.36(i)(11))
- (b) Contractor shall include the substance of this clause in all subcontracts it awards.

#### FEDERAL REQUIRMENTS

## 37. Resolution of Program Non-Compliance and Disallowed Costs

In the event of any dispute, claim, question, or disagreement arising from or relating to this Contract, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or CDBG-MIT program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Contract and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. [This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits, or any other item of concern to the parties.] If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

#### 38. Compliance with Davis-Bacon Act

All laborers and mechanics employed upon the work covered by this Contract shall be paid unconditionally and not less often than once each week, and without subsequent deduction or rebate on any account (except such payroll deductions as are made mandatory by law and such other payroll deductions as are permitted by the applicable regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to the Anti-Kickback Act hereinafter identified), the full amount due at time of payment computed at wage rates not less than those contained in the wage determination decision of said Secretary of Labor (a copy of which is attached as Attachment 22 and herein incorporated by reference), regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such laborers and mechanics. All laborers and mechanics employed upon such work shall be paid in cash, except that payment may be by check if the employer provides or secures satisfactory facilities approved by the City for the cashing of the same without cost or expense to the employee. For the purpose of this clause, contributions made or costs reasonably anticipated under Section 1 (b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section 5.5 (a) (1) (iv) of Title 29, Code of Federal Regulations. Also, for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

The Contractor and its subcontractors shall not, by any means, induce any person employed in the construction, completion, or repair of public work, give up any part of the compensation to which he or she is otherwise entitled. The City must report all suspected or reported violations to GLO.

#### 39. Conflicts of Interest

- (a) Governing Body. No member of the governing body of the City and no other officer, employee, or agent of the City, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of CDBG-MIT award between GLO and the City, shall have any personal financial interest, direct or indirect, in the Contractor or this Contract; and the Firm shall take appropriate steps to assure compliance.
- (b) Other Local Public Officials. No other public official, who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the CDBG-MIT award between GLO and the City, shall have any personal financial interest, direct or indirect, in the Contractor or this Contract; and the Contractor shall take appropriate steps to assure compliance.
- (c) The Contractor and Employees. The Contractor warrants and represents that it has no conflict of interest associated with the CDBG-MIT award between GLO and the City or this Contract. The Contractor further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the CDBG-MIT award between GLO and the City or in any business, entity, organization or person that may benefit from the award. The Contractor further agrees that it will not employ an individual with a conflict of interest as described herein.

## 40. Debarment and Suspension (Executive Orders 12549 and 12689)

The Contractor certifies, by entering into this Contract, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term "principal" for purposes of this Contract is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor. The Contractor understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and

Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. 2 CFR 200 APPENDIX II (H)

# 41. [For Contracts that exceed \$100,000] Byrd Anti-Lobbying

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

Such disclosures are forwarded from tier to tier up to the non-Federal award.

Contractor shall file the required certification: The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. 2 CFR 200 APPENDIX II (I) and 24 CFR §570.303

# 42. [For Contracts > \$100K] Overtime Requirements

No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of 40 hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of 40 hours in such work week, as the case may be. 2 CFR 200 APPENDIX II (E)

# 43. Equal Opportunity Clause

Comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a)Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§16811683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §§6101-6107), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290

ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other non-discrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply.

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

- (a.) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (b.) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (c.) The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (d.) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (e.) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (f.) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (g.) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (h.) The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States. 41 CFR §60-1.4(b) And 2 CFR 200 APPENDIX II (C)

### 44. Section 109 of the Housing and Community Development Act of 1974.

The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

# 45. <u>Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).</u>

When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. 2 CFR 200 APPENDIX II (D)

## 46. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708).

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. 2 CFR 200 APPENDIX II (E)

## 47. Section 504 Rehabilitation Act of 1973, as amended.

The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.

# 48. Age Discrimination Act of 1975.

The Contractor shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

# 49. Non Segregated Facilities

The Contractor certifies that he does not and will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not and will not permit his employees any segregated facilities at any of his establishments, or permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. As used in this paragraph the term "segregated facilities" means any waiting rooms, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

# 50. The Provision of Local Training, Employment, and Business Opportunities

- (a) To the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project. See also GLO Section 3 Policy and "Exhibit G" on the GLO-DR website.
- (b) The Contractor will include this clause in every subcontract for work in connection with the project.
- 51. [If this Contract is greater than \$100,000] Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.
- (a) The work to be performed under this Contract is subject to the requirements of section 3 of the Housing and Urban Development (HUD) Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this Contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- (c) The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- (e) The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

(g) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b). 24 CFR §135.38

# 52. Gender Neutral - Gender References

When necessary, unless the context clearly requires otherwise, any gender-specific or gender-neutral term in this Contract (for example, he, she, it, etc.) is to be read as referring to any other gender or to no gender.

# 53. Patent Rights and Inventions

Contractor shall comply with the requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract. (2 CFR 200 Appendix II (f) and Rights to Inventions in 37 CFR Part 401).

Rights to Inventions Made Under a Contract or Agreement - If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

# 54. Energy Efficiency

The Contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201). (2 CFR 200 Appendix II (h)).

# 55. System for Award Management (SAM)

All contractors and subcontractors must be searched AND cleared (not suspended or debarred) prior to authorization to work on the project.

# 56. Solid Waste Disposal Act

Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

# 57. Procurement of Recovered Materials

- (a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
- 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
- 2. Meeting contract performance requirements; or

- 3. At a reasonable price.
- (c) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <a href="https://www.epa.gov/">https://www.epa.gov/</a>

#### 58. Domestic Preference

- a. As appropriate and to the extent consistent with law, Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
- b. For purposes of section (a) above:
- i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- ii. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

# STATE REQUIREMENTS

# 58. Verification No Boycott Israel.

As required by Chapter 2270, Government Code, CONTRACTOR hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

# 59. Foreign Terrorist Organizations.

Pursuant to Chapter 2252, Texas Government Code, [Company] represents and certifies that, at the time of execution of this Agreement neither [Company], nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

## **ENVIRONMENTAL CONDITIONS**

# 60. [For Contracts > \$150K] Clean Air Act and the Federal Water Pollution Control Act

The Contractor or subcontractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). 2 CFR 200 APPENDIX II (G)

# 61. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification

shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

# 62. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

# 63. Other Conditions

Any special conditions such as mitigation measures will be carried out as instructed by the Environmental Review Record. Enter Mitigation Measures from City Environmental Review Record as applicable

Summary of Findings and Conclusions: A review of this project has determined that it shall have No Significant Impact on the quality of the Human Environment. A combined Finding of No Significant Impact and Notice of Intent to Request the Release of Grant Funds will be posted at City Hall, and a Request for the Release of Grant Funds will be submitted to the State.

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

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

Law, Authority, or Factor	Mitigation Measures and Conditions
Clean Air Clean Air Act, as amended, particularly section 176(c) & (d); 40 CFR Parts 6, 51, 93	All efforts will be made through proper construction methods to ensure dust control and properly functioning equipment.
Contamination and Toxic Substances 24 CFR Part 50.3(i) & 58.5(i)(2)	If any personnel identify an observable sheen or petroleum odor during excavation, "stop work authority" must be employed until it is determined to be safe to proceed by a qualified professional.
	During construction, if discolored or stained soil or soil containing a chemical odor is discovered, work should cease in the immediate area and TCEQ should be contacted for further instructions. These are signs of contaminated soil.
	Due to the proximity of the project to a historic closed landfill, it is recommended that the contractor utilize air monitoring equipment for potential methane gas migration and incursion on enclosed spaces.
Endangered Species Endangered Species Act of 1973, particularly section 7; 50 CFR Part 402	Contractor shall employ Nationwide Standard Conservation Measures set forth by USFWS.
	Provide Construction workers with a list of federal threatened and endangered species and state listed rare species. If construction workers identify or encounter threatened or endangered species or state listed rare species, construction should cease immediately and Texas Parks & Wildlife should be contacted for guidance.
	Avoid activities requiring vegetation removal or disturbance during peak bird nesting season (March through August) to prevent the destruction of migratory birds, nests, or eggs. When project activities cannot occur outside the bird nesting season, conduct surveys prior to scheduled activity to determine if active nests are present within the area of impact. If evidence of migratory birds is found, a qualified biologist with USFWS should be notified.
Floodplain Management Executive Order 11988, particularly section 2(a); 24 CFR Part 55	The following efforts shall be made to minimize negative impacts on the natural and beneficial floodplain values for restoration and preservation.  • The project shall be implemented using best management practices designed to protect improvements from flood damage.

	<ul> <li>The project shall be implemented using best management practices designed to protect natural landscapes that serve to maintain or restore natural hydrology through infiltration.</li> <li>The consulting engineer shall take into consideration additional specifications to minimize damage to and/or restore the native plant species.</li> <li>The project shall not lead to any significant increases in impermeable cover and shall have no negative impacts on the floodplain, as all lines will be subsurface, and the project area will be restored to pre-project conditions upon completion.</li> <li>Additionally, prior to construction, the project plans will meet any applicable, additional local floodplain requirements set forth by the community's Floodplain Administrator.</li> <li>All state and local floodplain protection procedures will be followed.</li> </ul>			
Historic Preservation National Historic Preservation Act of	If historic properties are discovered or cultural materials are encountered during construction or disturbance activities or			
1966, particularly sections 106 and 110; 36 CFR Part 800	unanticipated effects on historic properties are found, work should cease in the immediate area and THC's History			
	Programs, THC's Archeology Division, and the Texas General Land Office (GLO) should be contacted to consult on further			
	actions that may be necessary to protect historic properties or			
	cultural remains. Work can continue in areas where no historic properties are present.			
Wetlands Protection Executive Order 11990, particularly	While there shall be no impact to wetlands, best management practices should be used to ensure erosion control and to			
sections 2 and 5	further protect offsite wetlands.			
Texas Commission on Environmental Quality	Construction and waste disposal activities must be completed in accordance with applicable local, state, and federal			
Zava omnomini Quanty	permits, statutes, and regulations.			
	Any debris or waste disposal should be at an appropriately authorized disposal facility.			
	Best management practices shall be used to control runoff from construction sites to prevent detrimental impact to surface and ground water.			

# **Determination:**

Finding of No Significant Impact [24 CFR 58.40(g)(1); 40 CFR 1508.27] The project will not result in a significant impact on the quality of the human environment.						
Finding of Significant Impact [24 CFR 58.40(g)(2); 40 CFR 1508.27] The project may significantly affect the quality of the human environment.						
Chit Milomore Preparer's Signature	4/27/23					
Preparer's Signature	Date					
Andin Malanana Engineering to Laintin Tana I and	Cuant Warden Luc					
Austin McLemore, Environmental Scientist - Team Lead	GrantWorks, Inc					
Preparer's Name and Title	Preparer's Agency					

Sa N Front	4/27/23
Responsible Entity Certifying Official Signature	Date
Sam R. Fugate, Mayor	
Responsible Entity Certifying Official Name and Title	

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

# MINORITY/FEMALE GOALS AND TIMETABLES

The female employment goal is effective as of April 1980 and is currently 6.9%. The percentages for minority participation in Texas are:

in Texas are:	
Texarkana Area:	
Texarkana & Bowie Co.	19.7
Non-MSA Counties of Camp, Cass, Lamar, Morris, Red River & Titus	20.2
Tyler-Longview Area:	
Longview, Gregg Co. & Harrison Co.	22.8
Tyler & Smith Co.	23.5
Non-MSA Counties of Anderson, Angelina, Cherokee, Henderson, Marion, Nacogdoches, Panola, Rusk, San Augustine, Shelby, Upshur & Wood	22.5
Beaumont-Port Arthur Area:	
Beaumont, Port Arthur, Orange, Hardin Co., Jefferson Co., & Orange Co.	22.6
Non-MSA Counties of Jasper, Houston, Newton, Sabine, & Tyler	22.6
Non-MSA Counties of Jasper, Flouston, Newton, Sabine, & Tyler	22.0
Houston Area:	
Bryan, College Station & Brazos Co.	23.7
Galveston, Texas City & Galveston Co.	28.9
Houston, Brazoria Co., Fort Bend Co., Harris Co., Liberty Co., Montgomery Co. & Waller Co.	27.3
Non-MSA Counties of Austin, Burleson, Calhoun, Chambers, Colorado, DeWitt, Fayette, Goliad,	27.4
Grimes, Jackson, Lavaca, Leon, Madison, Matagorda, Polk, Robertson, San Jacinto, Trinity, Victoria, Walker, Washington, & Wharton	27
Austin Area:	
Austin, Hays Co., Travis Co., & Williamson Co.	24.1
Non-MSA Counties of Bastrop, Blanco, Burnet, Caldwell, Lee & Llano	24.2
Waco, Killeen, Temple Area:	
Killeen, Temple, Bell Co. & Coryell Co.	16.4
Waco & McLennan Co.	20.7
Non-MSA Counties of Bosque, Falls, Freestone, Hamilton, Hill, Lampasas, Limestone, Milam & Mills	18.6
Dallas, Fort Worth Area:	
Dallas, Fort Worth, Collin Co., Dallas Co., Denton Co., Ellis Co., Hood Co., Johnson Co., Kaufman Co., Parker Co., Rockwall Co., Tarrant Co. & Wise Co.	18.2
Sherman, Denison & Grayson Co.	9.4
Non-MSA Counties of Cooke, Delta, Erath, Fannin, Franklin, Hopkins, Hunt, Jack, Montague, Navarro, Palo Pinto, Rains, Somervell, & Van Zandt	17.2

# Wichita Falls Area:

MELIN F. H. OLARO AMELIN O.	40.4
Wichita Falls, Clay Co. & Wichita Co.	12.4
Non-MSA Counties of Archer, Baylor, Cottle, Foard, Hardeman, Wilbarger & Young	11.0
Abilene Area:	44.0
Abilene, Callaghan Co., Jones Co. & Taylor Co.	11.6
Non-MSA Counties of Brown, Coleman, Comanche, Eastland, Fisher, Haskell, Kent, Knox, Mitchell, Nolan, Scurry, Shackleford, Stephens, Stonewall & Throckmorton	10.9
San Angelo Area:	
San Angelo & Tom Green Co.	19.2
Non-MSA Counties of Coke, Concho, Crockett, Irion, Kimble, McCullough, Mason, Menard, Reagan, Runnels, San Saba, Schleicher, Sterling, Sutton & Terrell	20.0
San Antonio Area:	
Laredo & Webb Co.	87.3
San Antonio, Bexar Co., Comal Co. & Guadalupe Co.	47.8
Non-MSA Counties of Atascosa, Bandera, Dimmit, Edwards, Frio, Gillespie, Gonzales, Jim Hogg, Karnes, Kendall, Kerr, Kinney, La Salle, McMullen, Maverick, Medina, Real, Uvalde, Val Verde, Wilson, Zapata & Zavala	49.4
Corpus Christi Area:	44.7
Corpus Christi, Nueces Co. & San Patricio Co.	41.7
Non-MSA Counties of Aransas, Bee, Brooks, Duval, Jim Wells, Kenedy, Kleberg, Live Oak & Refugio	44.2
Brownsville, McAllen, Harlingen Area:	
Brownsville, Harlingen, San Benito & Cameron Co.	71.0
McAllen, Pharr, Edinburg & Hidalgo Co.	72.8
Non-MSA Counties of Starr & Willacy	72.9
Odessa, Midland Area:	
Midland & Midland Co.	19.1
Odessa & Ector Co.	15.1
Non-MSA Counties of Andrews, Crane, Glasscock, Howard, Loving, Martin, Pecos, Reeves, Upton, Ward & Winkler	18.9
El Paso Area:	
El Paso & El Paso Co.	57.8
Non-MSA Counties of Brewster, Culbertson, Hudspeth, Jeff Davis & Presidio	49.0
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Lubbock Area:	
Lubbock & Lubbock Co.	19.6

Non-MSA Counties of Bailey, Borden, Cochran, Crosby, Dawson, Dickens, Floyd, Gaines, Garza, Hale, Hockley, King, Lamb, Lynn, Motley, Terry & Yoakum	19.5
Amarillo Area:	
Amarillo, Potter Co. & Randall Co.	9.3
Non-MSA Counties of Armstrong, Briscoe, Carson, Castro, Childress, Collingsworth, Dallam, Deaf Smith, Donley, Gray, Hall, Hansford, Hartley, Hemphill, Hutchinson, Lipscomb, Moore, Ochiltree, Oldham, Parmer, Roberts, Sherman, Swisher, & Wheeler	11.0

# U.S. Department of Housing and Urban Development Office of Davis-Bacon and Labor Standards

#### A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

#### (1) MINIMUM WAGES

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment, computed at rates not less than those contained in the wage determination of the Secretary of Labor (which is attached hereto and made a part hereof), regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH1321)) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place, where it can be easily seen by the workers.

#### (ii) Additional Classifications.

- (A) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:
  - (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
  - (2) The classification is utilized in the area by the construction industry; and
  - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor, the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division ("Administrator"), Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget ("OMB") under OMB control number 1235-0023.)
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

- (D) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (1)(ii)(B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)
- (2) Withholding. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The U.S. Department of Labor shall make such disbursements in the case of direct Davis-Bacon Act contracts.

#### (3) Payrolls and basic records.

(i) Maintaining Payroll Records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification(s), hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid.

Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1235-0023 and 1215-0018)

## (ii) Certified Payroll Reports.

(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at https://www.dol.gov/agencies/whd/forms or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the U.S. Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1235-0008.)

- **(B)** Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
  - (1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;
  - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
  - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract; and
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (a)(3)(ii)(b).
- (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under subparagraph (a)(3)(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the U.S. Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

# (4) Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate), to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program.

If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed, unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.
- (6) Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs (1) through (11) in this paragraph (a) and such other clauses as HUD or its designee may, by appropriate instructions, require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.
- (7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Contract.
- (9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

#### (10) Certification of Eligibility.

(i) By entering into this Contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

- (ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
- (iii) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment (e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802.
- (11) Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic, to whom the wage, salary, or other labor standards provisions of this Contract are applicable, shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

#### B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The provisions of this paragraph (b) are applicable where the amount of the prime contract exceeds **\$100,000**. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work, which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek, unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph B(1) of this paragraph, the contractor, and any subcontractor responsible therefor, shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph B(1) of this paragraph, in the sum set by the U.S. Department of Labor at 29 CFR 5.5(b)(2) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the DOL adjusts this civil monetary penalty for inflation no later than January 15 each year.
- (3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract, or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages, as provided in the clause set forth in subparagraph B(2) of this paragraph.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph B(1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs B(1) through (4) of this paragraph.

#### C. HEALTH AND SAFETY

The provisions of this paragraph (c) are applicable where the amount of the prime contract exceeds \$100,000.

- (1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
- (2) The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
- (3) The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

# PART 3—CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES

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- §3.2 Definitions.
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- §3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.
- §3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.
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- §3.7 Applications for the approval of the Secretary of Labor.
- §3.8 Action by the Secretary of Labor upon applications.
- §3.9 Prohibited payroll deductions.
- §3.10 Methods of payment of wages.
- §3.11 Regulations part of contract.

AUTHORITY: R.S. 161, sec. 2, 48 Stat. 848; Reorg. Plan No. 14 of 1950, 64 Stat. 1267; 5 U.S.C. 301; 40 U.S.C. 3145; Secretary's Order 01-2008; and Employment Standards Order No. 2001-01.

Source: 29 FR 97, Jan. 4, 1964, unless otherwise noted.

## §3.1 Purpose and scope.

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

#### §3.2 Definitions.

As used in the regulations in this part:

- (a) The terms *building* or *work* generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a *building* or *work* within the meaning of the regulations in this part.
- (b) The terms construction, prosecution, completion, or repair mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction

subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

- (c) The terms *public building* or *public work* include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.
- (d) The term building or work financed in whole or in part by loans or grants from the United States includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.
- (e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is *employed* and receiving *wages*, regardless of any contractual relationship alleged to exist between him and the real employer.
- (f) The term *any affiliated person* includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary, or otherwise, and an officer or agent of such corporation.
- (g) The term *Federal agency* means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentalities.

[29 FR 97, Jan. 4, 1964, as amended at 38 FR 32575, Nov. 27, 1973]

# §3.3 Weekly statement with respect to payment of wages.

- (a) As used in this section, the term *employee* shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.
- (b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by this part 3 and part 5 of this title during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be on the back of Form WH 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Copies of Form WH 347 may be obtained from the Government contracting or sponsoring agency or from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site.
  - (c) The requirements of this section shall not apply to any contract of \$2,000 or less.
- (d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

[29 FR 97, Jan. 4, 1964, as amended at 33 FR 10186, July 17, 1968; 47 FR 23679, May 28, 1982; 73 FR 77511, Dec. 19, 2008]

# §3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.

(a) Each weekly statement required under §3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof,

shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

(Reporting and recordkeeping requirements in paragraph (b) have been approved by the Office of Management and Budget under control number 1215-0017)

[29 FR 97, Jan. 4, 1964, as amended at 47 FR 145, Jan. 5, 1982]

# §3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

- (a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.
- (b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A *bona fide prepayment of wages* is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.
- (c) Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the contractor, subcontractor, or any affiliated person, or when collusion or collaboration exists.
- (d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: *Provided, however,* That the following standards are met:
  - (1) The deduction is not otherwise prohibited by law;
  - (2) It is either:
- (i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or
- (ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees;
- (3) No profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and
  - (4) The deductions shall serve the convenience and interest of the employee.
- (e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

- (f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.
- (g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasigovernmental agencies, such as the American Red Cross.
- (h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.
- (i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: *Provided, however,* that a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.
- (j) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and part 531 of this title. When such a deduction is made the additional records required under §516.25(a) of this title shall be kept.
- (k) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own property for his personal protection in his work, such as safety shoes, safety glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnished by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either
- (1) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or
- (2) Provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.

[29 FR 97, Jan. 4, 1964, as amended at 36 FR 9770, May 28, 1971]

#### §3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under §3.5. The Secretary may grant permission whenever he finds that:

- (a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;
  - (b) The deduction is not otherwise prohibited by law;
- (c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and
  - (d) The deduction serves the convenience and interest of the employee.

# §3.7 Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under §3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.

- (b) The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of 1 year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of §3.6, and specifies any conditions which have changed in regard to the payroll deductions.
- (c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of §3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.
- (d) The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.
- (e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

[29 FR 97, Jan. 4, 1964, as amended at 36 FR 9771, May 28, 1971]

# §3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of §3.6; and shall notify the applicant in writing of his decision.

# §3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under §3.6 are prohibited.

# §3.10 Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

# §3.11 Regulations part of contract.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see §5.5(a) of this subtitle.

# U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM CONTRACTOR'S CERTIFICATION

# **CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**

TO (appropriate recipient)			DATE			
			PROJECT NUMBER (if any) 22-018-016-D218			
C/O			PROJECT NAME			
			GLO SS PROJECT 2 (MANHOLE REHABILITATION PROJECT)			
۱.	The	undersigned, having executed a contract with for the construction of the above-identified project	, acknowledges that:			
	(a)	The Labor Standards provisions are included in the aforesa	aid contract,			
	(b)	Correction of any infractions of the aforesaid conditions, in Contractor's responsibility.	cluding infractions by any subcontractors and any lower tier subcontractors	s, is		
2.	Certi	ifies that:				
3.	exec	Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended.				
ł	Certi	Certifies that:				
	(a)	The legal name and the business address of the undersign	ned are:			
	(b) The undersigned is (choose one):					
		(1) A SINGLE PROPRIETORSHIP	(3) A CORPORATION ORGANIZED IN THE STATE OF			
	(2) A PARTNERSHIP (4) OTHER ORGANIZATION (Describe)					

(c) The na		owner, partners or officers of the undersigned a	
	NAME	TITLE	ADDRESS
			<u> </u>
(d) The na	mes and addresses of all ot	her persons having a substantial interest in the u	undersigned and the nature of the interest are:
(d) The na		her persons having a substantial interest in the u	
(d) The na	mes and addresses of all ot NAME	her persons having a substantial interest in the u	undersigned, and the nature of the interest are:  NATURE OF INTEREST
(d) The na			
	NAME	ADDRESS	NATURE OF INTEREST
(e) The na	name mes, addresses and trade o		NATURE OF INTEREST
	nmes, addresses and trade of	lassifications of all other building construction co	nature of interest
(e) The na	name mes, addresses and trade o	ADDRESS	NATURE OF INTEREST
(e) The na	nmes, addresses and trade of	lassifications of all other building construction co	nature of interest
(e) The na	nmes, addresses and trade of	lassifications of all other building construction co	nature of interest

		(Contractor)
Date		
	D./	
	Ву	



### COMMUNITY DEVELOPMENT & REVITALIZATION

### The Texas General Land Office

Wage Rate Issuance Notice

The Davis-Bacon Act requires that a valid Wage Decision be included in the bid package and construction contract specifications before bids are opened and that it be in effect on the date of the construction contract award. Obtain the most current Davis-Bacon wage decisions: https://beta.sam.gov City of Kingsville Contract Number: 22-082-016-D218 Subrecipient: 8/2/2023 Date: Labor Standards Gustavo Jimenez Officer Name: I have determined the following General Wage Decision to be applicable for this construction work: TX20230088 M0 Published Date: 1/6/2023 Wage Decision Number:  $\square$  Building  $\square$  Residential Type of Work (check one): ☑ Heavy □ Highway Gustavo Jimenez Distributed by LSO: Date distributed: 8/2/2023 Project will consist of the rehabilitation of manholes throughout the City. A total of 74 manholes will be rehabilitated. Description of Bid Activity: Estimated Bid Opening 8/28/2023 Date: ISSUED BY: Labor Standards Officer Name: Gustavo Jimenez Address: City: State: Zip Code: 2201 Northland Drive Austin Texas 78756 Phone Number: Email: (512) 337-9959 gustavo.jimenez@grantworks.net

**Disclaimer:** The Texas General Land Office has made every effort to ensure the information contained on this form is accurate and in compliance with the most up-to-date CDBG-DR and/or CDBG-MIT federal rules and regulations, as applicable. It should be noted that the Texas General Land Office assumes no liability or responsibility for any error or omission on this form that may result from the interim period between the publication of amended and/or revised federal rules and regulations and the Texas General Land Office's standard review and update schedule.

Effective June 2020 Page 1 of 1

8/2/23, 8:12 AM SAM.gov

"General Decision Number: TX20230088 01/06/2023

Superseded General Decision Number: TX20220088

State: Texas

Construction Type: Heavy

Counties: Bee, Colorado, Fayette, Gonzales, Jackson, Jim Wells, Karnes, Kleberg, Lavaca, Live Oak, Refugio and Wharton

Counties in Texas.

HEAVY CONSTRUCTION PROJECTS (Including Water and Sewer Lines; does not include Flood Control)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

|If the contract is entered |into on or after January 30, |2022, or the contract is |renewed or extended (e.g., an |option is exercised) on or |after January 30, 2022:

- |. Executive Order 14026 | generally applies to the | contract.
- . The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:

- Executive Order 13658 generally applies to the contract.
- . The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

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

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

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Modification Number

Publication Date 01/06/2023

SUTX2009-125 04/21/2009

		Rates	Fringes
CEMENT MA	SON/CONCRETE FINISHER	.\$ 13.00 **	0.00
LABORER:	Common or General	.\$ 9.11 **	0.00
LABORER:	Pipelayer	.\$ 13.75 **	0.00
OPERATOR:	Backhoe/Trackhoe	.\$ 13.25 **	0.00
OPERATOR:	Bulldozer	.\$ 14.25 **	0.00
OPERATOR:	Loader (Front End)	.\$ 11.13 **	0.00
TRUCK DRI	VER	.\$ 10.49 **	0.24

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

\_\_\_\_\_\_

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

https://www.dol.gov/agencies/whd/government-contracts.

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

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular

<sup>\*\*</sup> Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

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rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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### WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

4.) All decisions by the Administrative Review Board are final.

\_\_\_\_\_

END OF GENERAL DECISIO"

### **GLO SIGNAGE REQUIREMENTS**

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

Permanent signage is required on any public building or facility funded under this Contract. Please refer to the plans and specifications for further details.

For other construction projects (e.g., water transmission lines, sewer collection lines, drainage, roadways, housing rehabilitation) funded under this Contract, temporary signage shall be placed in a prominent location at the construction project site or along a major thoroughfare within the locality.

All signage required shall contain the following:

This project is to be funded by the Texas General Land Office of the State of Texas to provide for the restoration of infrastructure for communities impacted by the 2016 Floods. The Funds have been allocated by the United States Department of Housing and Urban Development through the Community Development Block Grant – Mitigation Program.

### **SECTION 504 CERTIFICATION**

### POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

(Name)(Address)		-	d programs or ac	ctivities.		
Address)						
Address)		<del> </del>				
		<del> </del>				
City	State	Zip				
Telephone Number (	)	Voice	•			
(	)	TDD				
	has been	designated	to coordinate	compliance	with the	nondiscrimination
requirements contained in the	e Department of H	ousing and Ur	pan Developmer	nt's (HUD) regu	lations imp	plementing Section

### CHILD SUPPORT STATEMENT FOR NEGOTIATED CONTRACTS AND GRANTS

Printed/Typed Name and Title

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

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

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

NAME	OWNERSHIP BY %	
	ceive payments described above remains ineligible unti a written repayment agreement or court order as to	•
business, and is eligible under Section 231.006 of the may be disbursed in connection with a contract arising	is the proposing individual, or the sole proprietor of the Texas Family Code, to receive the payments of State of grown this solicitation, The undersigned each further a derminated and payment may be withheld if the certification.	e funds which acknowledges
Signature – Company Official	Printed/Type Firm Name	

Date

### **PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS that:	
(1	Name of Contractor or Company)
(4	Address)
a(Corporation / Partnership)	, hereinafter called Principal,
and(I	Name of Surety Company)
	Address) d unto
(1	Name of Recipient)
(1	Recipient's Address)
hereinafter called OWNER, in the penal sum of \$	
	n lawful money of the United States, for this payment of selves, successors, and assigns, jointly and severally,
THE CONFIDENTIALITY OF THIS OBLIGATION certain contract with the OWNER, dated the of a copy of which is hereto attached and made a pa	day of,
(1	Project Name)

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUB-CONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract,

and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUB-CONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way 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 or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

		in counter-parts, each on of day of	
ATTEST:			
		(Principal)	
	Ву		_ (s)
(Principal Secretary)			
(SEAL)			
(Witness as to Principal)		(Address)	_
(Address)			_
ATTEST:			_
		(Surety)	
(Witness as to Surety	By	(Attorney in Fact)	_
(Address)		(Address)	_

NOTE: Date of BOND must not be prior to date of Contract.	If CONTRACTOR is Partnership, all partners should execute
BOND.	

### PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that: (Name of Contractor or Company) (Address) a \_\_\_\_\_\_ hereinafter called Principal, and (Name of Surety Company) (Address) hereinafter called Surety, are held and firmly bound unto Kingsville, TX (Name of City) 400 W. King Ave, Kingsville, TX 78363 (City Address) hereinafter called OWNER, in the penal sum of \$ \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, successors, and assigns, jointly and severally, firmly in these presents. THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER dated the \_\_\_\_\_ day of \_\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties in all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way 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 or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the Principal shall abridge the right of any

ATTEST:		
		(Surety)
	_ By .	
(Witness as to Surety)		(Attorney in Fact)
	_	
(Address)		(Address)

NOTE: Date of BOND must not be prior to date of Contract. If PRINCIPAL/CONTRACTOR is Partnership, all partners should execute BOND.

### **Insert Winning Bidder Certificate of Liability Insurance**

### ADDITIONAL CONDITION OF AWARD —

### DISCLOSURE OF INTERESTED PARTY FORM:

NEW OBLIGATION OF THE CITY OF KINGSVILLE TO RECEIVE INFORMATION FROM WINNING BIDDER

Effective January 1, 2016, pursuant to Texas Government Code, Section 2252.908 (the "Interested Party Disclosure Act"), the City of Kingsville may not award a contract to a bidder unless the bidder submits a Certificate of Interested Parties Form 1295 (the "Disclosure Form") to the City of Kingsville as prescribed by the Texas Ethics Commission ("TEC"). In the event that the bidder's bid for the City of Kingsville is the best bid received, the City of Kingsville or its consultant, will promptly notify the bidder. That notification will serve as the conditional verbal acceptance of the bid. Upon this acceptance, the winning bidder must promptly, not later than TIME (CST) on the DATE, file the materials described below.

### PROCESS FOR COMPLETING THE DISCLOSURE FORM<sup>1</sup>

The Disclosure Form can be found at <a href="https://www.ethics.state.tx.us/forms/1295.pdf">https://www.ethics.state.tx.us/forms/1295.pdf</a>, and reference should be made to the following information in order to complete it:

- (a) item 2 Name of City ("Kingsville, Texas")
- (b) item 3 the identification number ("CDBG-MIT GLO CONTRACT NO. 22-082-016-D218"), and
- (c) item 3 description of the goods or services assigned to this contract by the City ("Construction Services for Kingsville)

### You must:

- complete the Disclosure Form electronically at the TEC's "electronic portal", and
- print, sign and deliver a copy (scanned and emailed is fine) of the Disclosure Form and Certification of Filing that is generated by the TEC's "electronic portal."

- a sponsored research contract of an institution of higher education;
- an interagency contract of a state agency or an institution of higher education;
- a contract related to health and human services if:
  - o the value of the contract cannot be determined at the time the contract is executed; and
  - o any qualified vendor is eligible for the contract;
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code; or
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.

<sup>&</sup>lt;sup>1</sup> A completed Form 1295 is not required for:

The following link will take you to the electronic portal for filing: <a href="https://www.ethics.state.tx.us/TECCertInt/pages/login/certLogin.jsf">https://www.ethics.state.tx.us/TECCertInt/pages/login/certLogin.jsf</a>

Also, a detailed instruction video may be found here: <a href="https://www.ethics.state.tx.us/whatsnew/elf">https://www.ethics.state.tx.us/whatsnew/elf</a> info form1295.htm

Neither the City of Kingsville nor its consultants have the ability to verify the information included in a Disclosure Form, and neither have an obligation nor undertake responsibility for advising any business entity with respect to the proper completion of the Disclosure Form.

### FORM 1295 CERTIFICATE OF INTERESTED PARTIES OFFICE USE ONLY Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties. Name of business entity filing form, and the city, state and country of the business entity's place of business. Name of governmental entity or state agency that is a party to the contract for which the form is being filed. Provide the identification number used by the governmental entity or state agency to track or identify and provide a description of the services, goods, or other property to be provided update contract. dentify the contract, Nature of Interest (check applicable) City, State, Country Name of Interested Party (place of business) Te st way. Controlling **Intermediary**

Check only if there

UNSWORN DECLAR	MON		and my data of h	sirth io		
My address		, 8	and my date of b	onun 15	51 10 51 10 51	10 9 12 n
11/2	(street)		(city)	(state)	(zip code)	(country)
L deviare under penalty of	of perjury that the foregoing is true an	d correct.				
Executed in	County, State of	, on the	day of			
				(month)	(year)	
	-	Signature o	of authorized age	ent of contrac	ctina business e	ntitv

### ADD ADDITIONAL PAGES AS NECESSARY

6



### **Texas General Land Office**

Community Development Block Grant (CDBG)
Disaster Recovery Program

### Code of Federal Regulations Title 24- Housing and Urban Development

Volume: 1 Date: 2003-04-01

Original Date: 2003-04-01

Title: Section 135.38- Section 3 Clause

Context: Title 24- Housing and Urban Development. Subtitle B- Relating to Housing and Urban Development . Chapter 1- Office of Assistant Secretary for Equal Opportunity, Department. Part 135 Economic Opportunities for Low-and Very Low-Income Persons. Subpart B- Economic Opportunities for

Section 3 Residents and Section 3 Business Concerns.

§ 135.38 Section 3 clause.

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).



### **Texas General Land Office**

Community Development Block Grant (CDBG)
Disaster Recovery Program

[Code of Federal Regulations]
[Title 24, Volume 1]
[Revised as of April 1, 2003]
From the U.S. Government Printing Office via GPO Access

[CITE: 24CFR135.92] [Page 704-707]

TITLE 24--HOUSING AND URBAN DEVELOPMENT
CHAPTER I--OFFICE OF ASSISTANT SECRETARY FOR EQUAL OPPORTUNITY,
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
PART 135--ECONOMIC OPPORTUNITIES FOR LOW- and VERY LOW-INCOME PERSONS

Table of Contents

Appendix to Part 135

### I. EXAMPLES OF EFFORTS TO OFFER TRAINING AND EMPLOYMENT OPPORTUNITIES TO SECTION 3 RESIDENTS

- (1) Entering into ``first source" hiring agreements with organizations representing Section 3 residents.
- (2) Sponsoring a HUD-certified ``Step-Up" employment and training program for section 3 residents.
- (3) Establishing training programs, which are consistent with the requirements of the Department of Labor, for public and Indian housing residents and other section 3 residents in the building trades.
- (4) Advertising the training and employment positions by distributing flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to every occupied dwelling unit in the housing development or developments where category 1 or category 2 persons (as these terms are defined in Sec. 135.34) reside.
- (5) Advertising the training and employment positions by posting flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) in the common areas or other prominent areas of the housing development or developments. For HAs, post such advertising in the housing development or developments where category 1 or category 2 persons reside; for all other recipients, post such advertising in the housing development or developments and transitional housing in the neighborhood or service area of the section 3 covered project.
- (6) Contacting resident councils, resident management corporations, or other resident organizations, where they exist, in the housing development or developments where category 1 or category 2 persons reside, and community organizations in HUD assisted neighborhoods, to request the assistance of these organizations in notifying residents of the training and employment positions to be filled.

- (7) Sponsoring (scheduling, advertising, financing or providing in-kind services) a job informational meeting to be conducted by an HA or contractor representative or representatives at a location in the housing development or developments where category 1 or category 2 persons reside or in the neighborhood or service area of the section 3 covered project.
- (8) Arranging assistance in conducting job interviews and completing job applications for residents of the housing development or developments where category 1 or category 2 persons reside and in the neighborhood or service area in which a section 3 project is located.

  [[Page 705]]
- (9) Arranging for a location in the housing development or developments where category 1 persons reside, or the neighborhood or service area of the project, where job applications may be delivered to and collected by a recipient or contractor representative or representatives.
- (10) Conducting job interviews at the housing development or developments where category 1 or category 2 persons reside, or at a location within the neighborhood or service area of the section 3 covered project.
- (11) Contacting agencies administering HUD Youthbuild programs, and requesting their assistance in recruiting HUD Youthbuild program participants for the HA's or contractor's training and employment positions.
- (12) Consulting with State and local agencies administering training programs funded through JTPA or JOBS, probation and parole agencies, unemployment compensation programs, community organizations and other officials or organizations to assist with recruiting Section 3 residents for the HA's or contractor's training and employment positions.
- (13) Advertising the jobs to be filled through the local media, such as community television networks, newspapers of general circulation, and radio advertising.
- (14) Employing a job coordinator, or contracting with a business concern that is licensed in the field of job placement (preferably one of the section 3 business concerns identified in part 135), that will undertake, on behalf of the HA, other recipient or contractor, the efforts to match eligible and qualified section 3 residents with the training and employment positions that the HA or contractor intends to fill.
- (15) For an HA, employing section 3 residents directly on either a permanent or a temporary basis to perform work generated by section 3 assistance. (This type of employment is referred to as ``force account labor'' in HUD's Indian housing regulations. See 24 CFR 905.102, and Sec. 905.201(a)(6).)
- (16) Where there are more qualified section 3 residents than there are positions to be filled, maintaining a file of eligible qualified section 3 residents for future employment positions.
- (17) Undertaking job counseling, education and related programs in association with local educational institutions.
- (18) Undertaking such continued job training efforts as may be necessary to ensure the continued employment of section 3 residents previously hired for employment opportunities.
- (19) After selection of bidders but prior to execution of contracts, incorporating into the contract a negotiated provision for a specific number of public housing or other section 3 residents to be trained or employed on the section 3 covered assistance.
- (20) Coordinating plans and implementation of economic development (e.g., job training and preparation, business development assistance for residents) with the planning for housing and community development.



**Texas General Land Office**Community Development Block Grant (CDBG)
Disaster Recovery Program

### **NEW HIRES SECTION 3** MONTHLY COMPLIANCE REPORT

			Reporti	ng Month:
Ecor	nomic Opportunities for Low and Very Low-Income	Persons	Reportal	ig month.
	form is distributed to the General Contractor (GC) hey anticipate hiring for this project.	at the Pre-Constr	ruction Meeting. GC is also required to provid	e this form to any subcontractor firms
COI	NTRACTOR INFORMATION			
Naı	me of Business:			
Add	dress of Business:			
Aut	thorized Representative for this contract:			
Aut	thorized Signatory:			
ADD	ITIONALLY, PLEASE REVIEW AND CO	MPLY WITH S	STEPS 1 - 3 BELOW:	
<b>1.</b> Y	ou must <u>sign and date</u> this form for the each	n applicable repo	orting month in connection with awarded	project and deliver to:
	When you <b>hire</b> a Section 3 resident in connection conditions of the condition of the conditions of th			
	☐ I have not hired any new employees	s during the repo	orting Month specified.	
l hav	ve hired Section 3 employess and/or	non-Se	ction 3 employees during the reporting m	onth shown here.
The	following is a list of the new hires and the	trades:		
	New Hire Name		Job Category/Trade	Full-time? Yes or No
1.				
2.				<u> </u>
3.				
4.				•

	ken one or more of the following recruitment steps to hire a Secti  Provide a brief description of actions taken:	on 3 Resident with the highest training and employment priority
I have take	ken steps to find a Section 3 Resident in the applicable targeted	areas where the project(s)/assistance will take place. List areas:
	Placed signs or posters at prominent places in each of the ab	ove listed areas. Photographs were taken to document this action.
	dvertised to fill vacancy(ies) at the site(s), where work is taking pl	
List adve	ertisements (name publication, e.g. <u>Work in Texas, Houston</u>	Chronicle, and/or website(s):
	Distributed employment flyers to the administrative office of the	ne local Public Housing Authority.
	Distributed employment flyers to the administrative office of the Provided notice of positions available to the Texas Workforce	
		Commission for potential applicants. Provide copy of notice.
	Provided notice of positions available to the Texas Workforce	Commission for potential applicants. Provide copy of notice.
	Provided notice of positions available to the Texas Workforce	Commission for potential applicants. Provide copy of notice.
	Provided notice of positions available to the Texas Workforce	Commission for potential applicants. Provide copy of notice. rals. List contacts:
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# U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Section 3

**Economic Opportunity** A Piece of the American Dream

This project is federally funded and Section 3 compliance and reporting applies to all executed prime or sub contracts over \$100,000

### About Section 3

Section 3 of the Housing and Urban Development Act of 1985 (12 U.S.C. 1701u) (as amendad), requires that economic opportunities generated by certain HoLD flamoral assistance for foursing (including Dublic and Indian Housing) and community development programs shall, to the greatest exherit hesistle, be given to be and very benicorrapersons particularly those who are recipients of government assistances for housing, and to businesses that provide economic opportunities for

Other HUD programs covered by Section 3 (to distinguish between HUD Public and Indian housing programs) are those that provide housing or community development assistance for housing rehabilitation, housing construction, or other public construction project

### Who are Section 3 residents?

low income persons who live in the area where a HUD assisted projected is located. Public housing residents including persons with disabilities. Low and very

### What is a Section 3 Business?

A section 3 business is one:

That is owned by Section 3 residents Employs Section 3 residents or,

Subcontracts with businesses that provide opportunities to low and very low income persons.

## Who receives Economic Opportunities under Section 3?

- participants in HUD Youth-build programs; persons in the affected project neighborhood;
- homeless persons.

### For training and employment. yersons in public and as persons in public and assisted housing.

- For contracting:

## businesses which fit the definition of a Section 3 business.

How can individuals and businesses find out more about Section 3? Contact GrantWorks at 5 12-420-0303 ext.334 or Fair Housing and Equal Opportunity representative at your nearest HUD Office

## What am I required to do as a contractor?

- Submit monthly new hires report (pg7-8)

  Post any job vacancies at www.workintexas.com
- Keep a log of all applicants and indicate why Section 3 Residents who applied were not hired
- Retain copies of any employment applications completed by public housing, Section 8, voucher holders, Section 3 Residents

### **How to Post Job Vacancies**

job description must include the word SEC3. on your behalf at WorkIntexas.com. The job title and ways to do this. Self-register with an employer matching system - WorkInTexas.com. There are two post all job vacancies with the state's free job assist with account registration and/or can post jobs local Workforce Solutions Office. Staff is available to account and post jobs directly online or contact your Grantees and contractors receiving DR funding must As required by the GLO Section 3 Policy, all

## More ways to find Section 3 Applicants

- Advertising in other publications such as newspapers and websites
- Placing posters in prominent places in target areas
  Distributing flyers to the local Public Housing Authority
- Where can I find my local Worforce Solution Center?
- http://www.twc.state.tx.us/dirs/wdas/directory-offices-services.html?mid=0.07262226541895678 You may search for one here:

**HUD Compliance and Monitoring?** 

examines employment and contract records for evidence of actions taken to train and employ Section 3 residents and to award contracts to Section 3 businesses. HUD provides technical assistance to recipients and contractors in order to obtain compliance with Section 3 HUD monitors the performance of recipients and contractors. HUD

## What if it appears that an entity is not complying?

There is a complaint process. Section 3 residents and business concerns may file complaints if they think a violation of Section 3 requirements has occurred where at IUD-funded project is planned or underway. Complaints will be investigated, if appropriate, voluntary 3 residents and businesses may also seek judicial relief. resolutions will be sought. There are appeal rights to the Secretary.

### How can Section 3 businesses or residents complain about a violation of Section 3 requirements?

## By filing a complaint in writing to the local HUD FHEO Office or to:

The Assistant Secretary for Fair Housing and Equal Opportunity

U.S. Department of Housing and Urban Development 451 Seventh Street, SW, Room 5100 Washington, DC 20410-2000 -800-669-9777

- www.hud.gov www.espanol.hud.gov 1-800-927-9276 (TTY)
- A written compliant should contain:

  1. Name and address of the person filing the complaint.

  2. Name and address of subject of complaint (HUD recipient or contractor).
- 3. Description of acts or omissions in alleged violation of Section3:
- Statement of corrective actions sought

OMB Approval No. 4040-0009 Expiration Date: 02/28/2022

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

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

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

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

- Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
- Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- 3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
- Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
- 5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
- Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

- Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
- Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- 10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended U.S.C.§794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other non-discrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (i) the requirements of any other nondiscrimination statute(s) which may apply to the application.

- 11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
- 12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- 13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
- 14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- 15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of

- Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
- Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- 17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
- 18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
- Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
- 20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

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### **GENERAL AFFIRMATIONS**

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

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

<sup>\*</sup> This section does not apply to a contract with a "governmental entity" as defined in Texas Government Code Chapter 2251.

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

<sup>\*</sup> This section does not apply to a contract with a "governmental entity" as defined in Texas Government Code Chapter 2251.

Attachment C-1 Amendment No. 1 GLO Contract No. 22-082-016-D218 Page 3 of 9

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

<sup>\*</sup> This section does not apply to a contract with a "governmental entity" as defined in Texas Government Code Chapter 2251.

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

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

<sup>\*</sup> This section does not apply to a contract with a "governmental entity" as defined in Texas Government Code Chapter 2251.

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

<sup>\*</sup> This section does not apply to a contract with a "governmental entity" as defined in Texas Government Code Chapter 2251.

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

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

<sup>\*</sup> This section does not apply to a contract with a "governmental entity" as defined in Texas Government Code Chapter 2251.

Attachment C-1 Amendment No. 1 GLO Contract No. 22-082-016-D218 Page 7 of 9

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

<sup>\*</sup> This section does not apply to a contract with a "governmental entity" as defined in Texas Government Code Chapter 2251.

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

<sup>\*</sup> This section does not apply to a contract with a "governmental entity" as defined in Texas Government Code Chapter 2251.

Attachment C-1 Amendment No. 1 GLO Contract No. 22-082-016-D218 Page 9 of 9

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

<sup>\*</sup> This section does not apply to a contract with a "governmental entity" as defined in Texas Government Code Chapter 2251.

## **ATTORNEY'S REVIEW CERTIFICATION**

I, the undersigned,	_, the	duly	authorized	and	acting	legal
representative of the		_, do he	ereby certify a	as follo	ws:	
I have examined the attached contract(s) and surety bonds and am of the	e opinion	that ea	ach of the agr	eemer	nts may b	e duly
executed by the proper parties, acting through their duly authorized re	presenta	atives; 1	hat said rep	resenta	atives ha	ve full
power and authority to execute said agreements on behalf of the respective	∕e partie	s; and t	hat the agree	ments	shall con	stitute
valid and legally binding obligations upon the parties executing the	same in	accord	dance with to	erms,	condition	s and
provisions thereof.						
Attorney's signature:	Date:					
	_					
Print Attorney's Name:						
Texas State Bar Number:						

## **CONTRACTOR'S FINAL PAYMENT AFFIDAVIT**

City:	Kingsville		CDBG-MIT No:	22-082-016-D218
Contractor:			Date:	
, wh	o being duly sworr	n, on oath, says that he is	day personally appeared	
_; Contractor, al			·	n public works described as
		; City of		Kingsville completed and that ALL sums of with the Work for the Owner or its
satisfied within t Vernon's Civil S	hirty days after rec tatutes. Payments	eipt of final payment from	n the Owner, or within the perion me of this affidavit are listed b	en paid or will be paid or otherwise od of time required by Article 601f, elow.  As Listed Below
FINAL PATIVI	in 15 pending as	of this date hereof are.	None Pending	AS LISTED BEIOW
Individual or 0	Co. Name	Mailing Address		Amount Owed
			Siç	gnature
			 Tit	le

such payment is owed.	
Sworn and Subscribed before me this, the	day of , 20
Notary Public in and for	(SEAL)
County, Texas	

Affidavit must be signed by an individual owner or partner in partnership, or by a person authorized by by-laws or Board of Directors to sign for a corporation. If Contractor is a joint venture or partnership of individuals, either may sign, but if a joint venture in which a corporation is a party, separate affidavits must be executed by each corporation and by each individual owner or partnership. In the event subcontractors, laborers, or material suppliers have not been paid in full, the Contractor shall list here on the amount owed and the name and address of each subcontractor, laborer, or material supplier to whom



### The Texas General Land Office

Construction Change Order Request

NOTE: Texas Local Government Code Sec. 262.031 "CHANGES IN PLANS AND SPECIFICATIONS" regulations apply. Generally, a cumulative <u>increase</u> in the contract price in excess of 25% or a cumulative <u>decrease</u> in excess of 18% are disallowed.

Subrecipient			GLO Contract N	Number:		Date:	
Engineer	Name Addres	ss & Phone	Subrecipient N	lame, Address, & Phone Number:	Contractor Na	me, Addres	ss & Phone Number:
Project #:			Bid Package #:		Change Order #:		
Contract Orig	ination Date:			Project Description:	:		
	You	are hereby requ	uested to comply w	vith the following changes from the c	contract plans and s	pecificatio	ns.
Item No.	Description	on of Changes:	Quantities, Units, l Schedule et	Unit Prices, Change in Completion tc.	Decrease in Cont	ract Price	Increase in Contract Price
				e sheet 2 to add additional entries	•		
		truction Contra	nct Price		e in Contract Time (	<u>Calendar D</u>	<u>lays)</u>
Original Co	ntract Price:			Original Cor	ntract Time in Days:		
	ive Previous der(s) Total:			Net Change from Previous Chan	ge Order(s) in Days		
	Price Prior to ange Order:			Contract Time Prior to this Ch	ange Order in Days		
	e/Decrease ange Order:			Net Increase/Decrease of this Cha	ange Order in Days:		

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## The Texas General Land Office

Construction Change Order Request

Contract Price with All Approved Change Orders:			Contract Time with All A	Approved	Change Orders i Days		
Cumulative Percent Change in Contract Price (+/-)			Subrecipient Contract End Date:			9:	
Construction Contract Start Date:			Const	truction C	Contract End Date	<b>):</b>	
Reimbursements of costs included in this change order are subject to review by GLO-CDR.  *This document may be executed prior to submission for GLO-CDR review, but all parties involved will be held responsible if the change order or amendment warranted as a result of this change order is not in compliance with CDBG or HUD Requiremements							
Subrecipient Sig	nature		Engineer Signature		(	Contractor Sign	nature
Subrecipient Nam and	Title (Printed)	Engineer Name and Title (Printed)		Contrac	tor Name and	Title (Printed)	
Subrecipient Signature		Engineer Signature			Contractor Signature		
Justification for Change C 1. Will this change order i		ease the number	of beneficiaries?		☐ Increase	CDecrease	□ No Change
If there is a change,	, how many bene	eficiaries will be a	ffected?	Total		LMI	
2. Effect of this change or					□ Increase	Decrease	□ No Change
<ol> <li>Effect on operation and</li> <li>Are all prices in the chall in "no", explain:</li> </ol>			orices found in the original bio	d?	☐ Increase	CDecrease C No	□No Change
			ental conditions which may a		□ Yes	Γ <sub>No</sub>	
If "yes", is an environmen	tal assessment	required?					

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# COMMUNITY DEVELOPMENT & REVITALIZATION The Texas General Land Office

Construction Change Order Request

6. Is the Texas Council on Environmental Quality (TCEQ) clearance still valid (if applicable)?	Yes	Г	No
7. Is the CCN permit still valid? (sewer projects only)	Yes	Г	No
8. Are the disability access requirements/approval still valid (if applicable)?	Yes	Г	No
9. Are other Disaster Recovery contractural special condition clearances still valid?	Yes	Г	No
If "no", explain:			

**Disclaimer:** The Texas General Land Office has made every effort to ensure the information contained on this form is accurate and in compliance with the most up-to-date CDBG-DR and/or CDBG-MIT federal rules and regulations, as applicable. It should be noted that the Texas General Land Office assumes no liability or responsibility for any error or omission on this form that may result from the interim period between the publication of amended and/or revised federal rules and regulations and the Texas General Land Office's standard review and update schedule.

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### The Texas General Land Office

Certificate of Construction Completion

This is to certify that a final inspection of the project described below was conducted on  Contract was entered into on between the city/county of and  for the construction of  This is to further certify that:  1. The work has been completed in accordance with the plans and specifications and all addenda, change orders, and supplemental agreements thereto, with the following exceptions:  2. The sum of deducted from the final payment to the Contractor is a fair and equitable settlement for the foregoing excepted work.  3. The Contractor has presented on behalf of itself and its sureties, satisfactory evidence that he or she will repair, replace or make good any faulty workmanship and/or materials discovered in the work within a period of from this date, as provided in the Contract.  4. Amount of Original Contract:  Cumulative Change Orders:
This is to further certify that:  1. The work has been completed in accordance with the plans and specifications and all addenda, change orders, and supplemental agreements thereto, with the following exceptions:  2. The sum of
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3. The Contractor has presented on behalf of itself and its sureties, satisfactory evidence that he or she will repair, replace or make good any faulty workmanship and/or materials discovered in the work within a period of from this date, as provided in the Contract.  4. Amount of Original Contract:
make good any faulty workmanship and/or materials discovered in the work within a period of from this date, as provided in the Contract.  4. Amount of Original Contract:
4. Amount of Original Contract:
Cumulative Change Orders:
Final Amount of Contract:
Less Previous Payments:
Less Deductions (from #2 above):
FINAL PAYMENT (Balance):
5. The Final Payment in the amount above is now due and payable.
6. Final Quantities:
Activity Code (dropdown)  Project Name (from Performance Standard)  Description (What is your Activity?)  Quantity  (dropdown)

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#### The Texas General Land Office

Certificate of Construction Completion

Activity Code (dropdown)	_	Project Name Description Description (What is you		Quantity	Metric (dropdown)	
Certified by :						
Engineer's Signature		Contrac	ctor's Signature	Subrecipient's Signature		
Engineer's Name and Title (Printed)		Contractor's Name and Title (Printed		Subrecip	ient Name and Title (Printed)	
Firm		Firm			City/County of	

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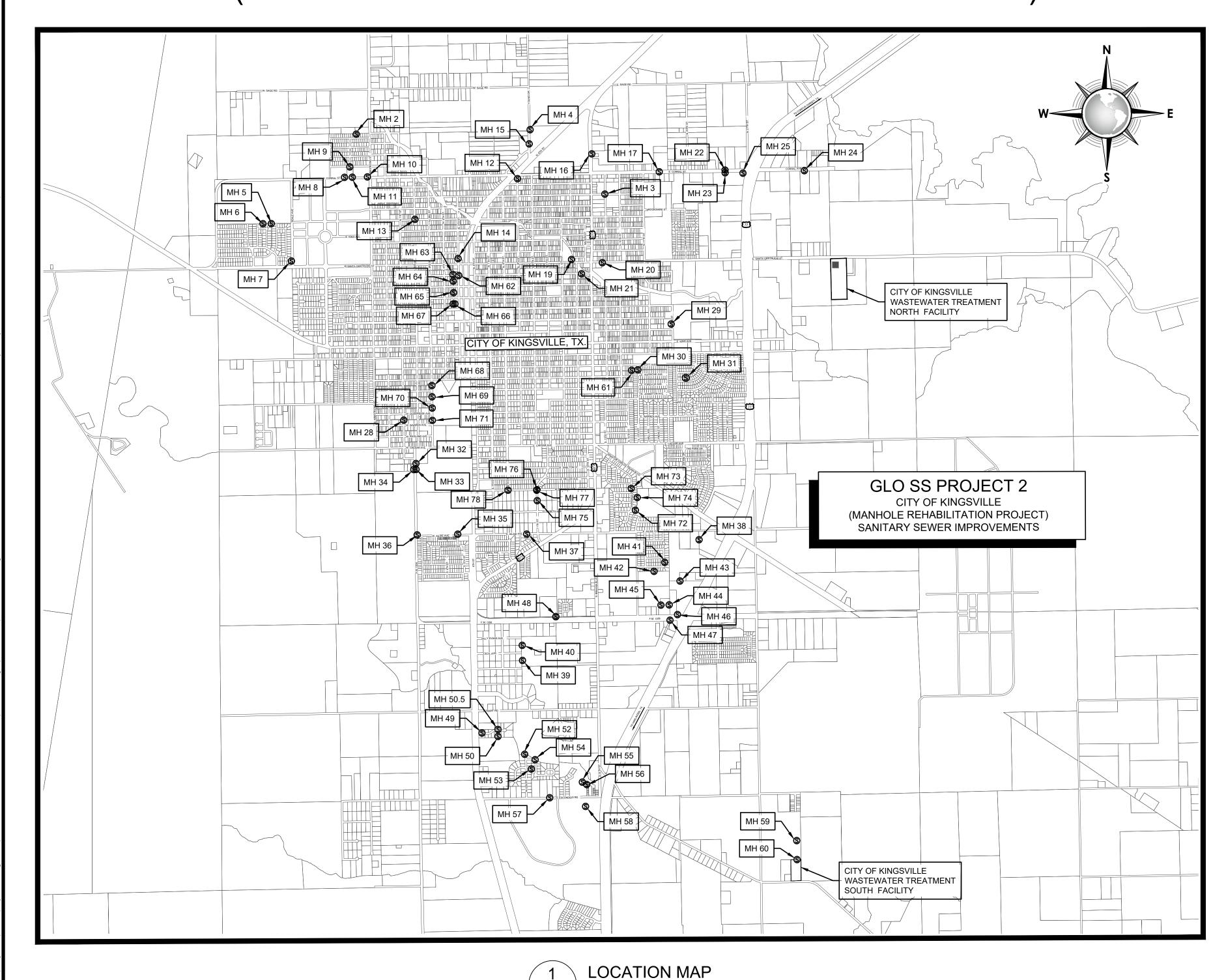
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# CITY OF KINGSVILLE GLO SS PROJECT 2

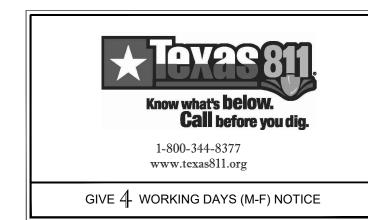
# (MANHOLE REHABILITATION PROJECT) SANITARY SEWER IMPROVEMENTS

KINGSVILLE, KLEBERG COUNTY, TEXAS

(CDBG-MIT GLO CONTRACT NO. 22-082-016-D218)



SCALE: 1"=2000'



# CITY OF KINGSVILLE

..RUTILIO "RUDY" MORA, JR., P.E., CFM

MAYOR......SAM FUGATE

MAYOR PRO TEM.....HECTOR HINOJOSA

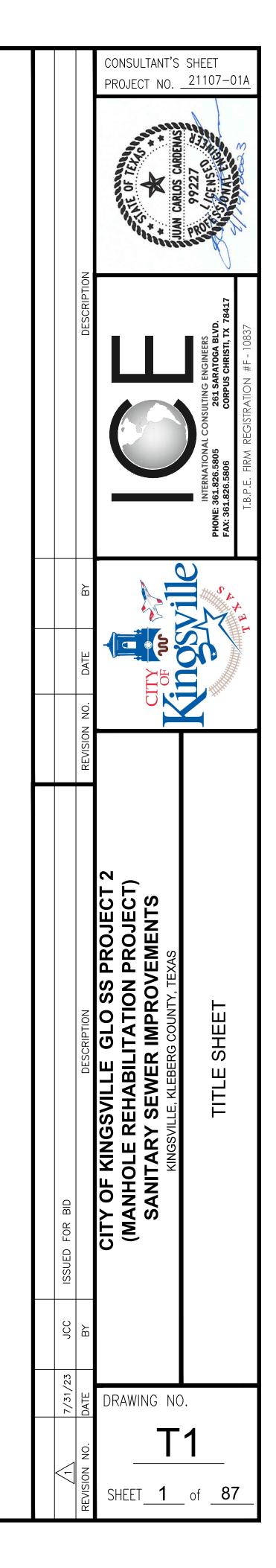
CITY COMMISSIONER....EDNA LOPEZ

CITY COMMISSIONER....NORMA NELDA ALVAREZ

CITY COMMISSIONER....ANN MARIE TORRES

CITY MANAGER....MARK MCLAUGHLIN

CITY ENGINEER..



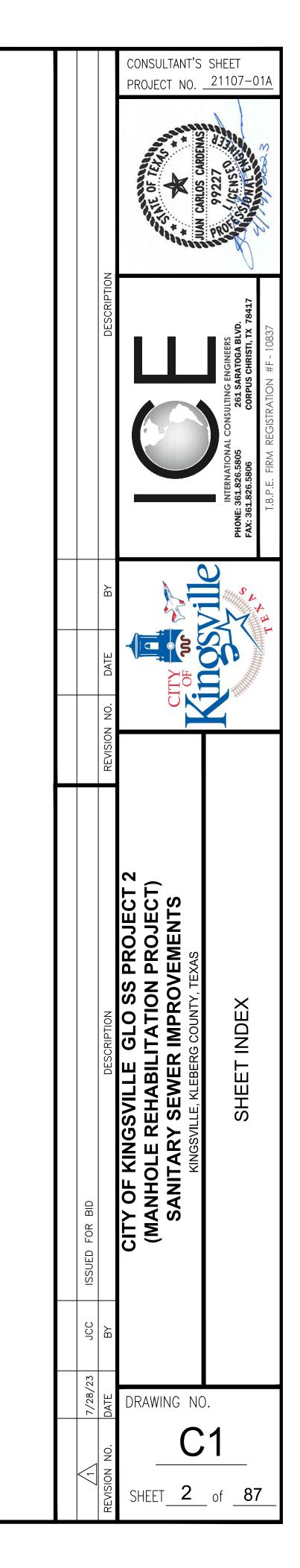
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# SHEET INDEX

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	2	C1	SHEET INDEX
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	4	C3	LEGENDS & TESTING SCHEDULE
	5	C4	ESTIMATED QUANTITIES
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SANITARY SEWER MANHOLE 64 REHABILITATION PLAN

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81	C80	SANITARY SEWER DETAILS II
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86	C85	TXDOT-BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES - BC(10)-21
87	C86	TXDOT-TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURE FENCE & VERTICAL TRACKING - EC(1)-16



## 1. GENERAL NOTES

- ALL CONSTRUCTION TO BE IN ACCORDANCE WITH CITY OF KINGSVILLE PUBLIC WORKS SPECIFICATIONS.
- ALL CONSTRUCTION TO BE COORDINATED WITH CITY OF KINGSVILLE.
- CONTRACTOR SHALL OBTAIN ALL REGULATORY PERMITS AND COST TO BE INCIDENTAL TO BID ITEMS. 4. ANY FINES AND/OR PENALTIES FOR FAILURE TO MAINTAIN AND/OR IMPLEMENT EROSION AND SEDIMENT CONTROL SHALL BE THE
- RESPONSIBILITY OF CONTRACTOR.
- 5. CONCRETE SHALL BE SAW CUT WHERE AN EXISTING CONCRETE STRUCTURE IS TO BE PARTIALLY REMOVED
- 6. THE STORM WATER POLLUTION PREVENTION PLAN SHALL CONSIST OF USING THE BID ITEMS SEEDING, ROCK FILTER DAM AND SILT FENCE AS SHOWN IN THE PLANS AND DETAILS AND PER THE S.W.P.P.P.
- . THE CONTRACTOR SHALL BE RESPONSIBLE FOR TRAINING HIS EMPLOYEES AND SUBCONTRACTORS IN THE RECOGNITION AND AVOIDANCE OF UNSAFE CONDITIONS, AND IN THE REGULATIONS AND HAZARDS WHICH APPLY TO THE AREA IN WHICH THE WORK WILL TAKE PLACE.
- 8. ALL SAFETY EXPOSURES OR VIOLATIONS SHALL BE RECTIFIED IMMEDIATELY BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING PROTECTION OF PERSONS AND PROPERTY, AND FOR PROVIDING SAFE WORKING CONDITIONS THROUGHOUT THE WORK PROGRESS. ALL AREAS ADJACENT TO THE CONSTRUCTION AREA OR AFFECTED BY THE CONSTRUCTION MUST BE PROTECTED FROM DAMAGE. CLEANED, AND RESTORED TO THE ORIGINAL CONDITION AT NO ADDITIONAL EXPENSE TO THE CITY OF KINGSVILLE.
- 9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SECURING ALL CLEARANCES AND PERMITS REQUIRED BY THE LOCAL, STATE FEDERAL ENTITIES AS NECESSARY, PRIOR TO THE COMMENCEMENT OF THE WORK.
- 10. WORK AREAS SHALL BE KEPT, AT ALL TIMES, FREE OF DEBRIS AND NON HAZARDOUS MATERIAL TO THE SATISFACTION OF CITY OF KINGSVILLE PUBLIC WORK. ALL EXISTING PIPING AND CONDUITS SHALL HAVE TEMPORARY PROTECTION DURING CONSTRUCTION. THE CONTRACTOR SHALL COORDINATE STORAGE OF MATERIALS, PARKING OF VEHICLES, AND RESTRICTIONS OF WORK WITH THE CITY OF KINGSVILLE PUBLIC WORKS, AFTER PROJECT COMPLETION, THE SITE SHALL BE CLEANED UP TO ITS CONDITION PRIOR TO THE START OF THE PROJECT TO THE
- SATISFACTION OF THE CITY OF KINGSVILLE PUBLIC WORKS. 11. THE SEQUENCE OF CONSTRUCTION SHALL BE SCHEDULED AND COORDINATED WITH CITY OF KINGSVILLE PUBLIC WORKS.
- 12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFICATION OF EXISTING CONDITIONS, AND SHALL PERFORM FIELD MEASUREMENTS PRIOR TO FABRICATION AND/OR PURCHASE OF ANY MATERIAL AND SHALL CONTACT THE ENGINEER SHOULD EXISTING CONDITIONS BE DIFFERENT FROM THE DESIGN DRAWINGS FOR THIS PROJECT. CONFLICTS ARISING DUE TO LACK OF COORDINATION SHALL BE THE RESPONSIBILITY AND AT THE EXPENSE OF THE CONTRACTOR.
- 13. THE CONTRACTOR SHALL NOT FABRICATE OR INSTALL MEMBERS AS SHOWN ON THE DRAWINGS IF THERE ARE DISCREPANCIES OR CONFLICTS BETWEEN THE EXISTING CONDITIONS AND THE INFORMATION SHOWN ON THE DRAWINGS, UNTIL SUCH DISCREPANCIES HAVE BEEN RESOLVED. PRIOR TO FABRICATION OF INSTALLATION, THE CONTRACTOR SHALL IMMEDIATELY CALL SUCH DISCREPANCIES OR CONFLICTS TO THE ATTENTION OF THE ENGINEER BY SUBMITTING A REQUEST FOR INFORMATION (RFI).
- 14. ANY REQUIRED CHANGES TO THE DRAWINGS RESULTING FROM THE ACCEPTANCE OF ALTERNATES AND/OR SUBSTITUTIONS ARE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL.
- 15. ALL CONTRACT WORK IN THESE DRAWINGS SHALL BE CARRIED OUT IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FOLLOWING NATIONAL CODES AND STANDARDS:
  - A. INTERNATIONAL BUILDING CODES, 2018 (IBC2018)
  - B. AMERICAN SOCIETY OF CIVIL ENGINEERS (ASCE 7-05)
  - C. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA)
  - D. NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)
  - E. INTERNATIONAL FIRE CODE (IFC 2009)

AS MAY BE REQUIRED TO MAINTAIN SUBSURFACE STABILITY OF THE SOIL.

- F. TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (2011)
- 16. THE CONTRACTOR SHALL DISPOSE OF ALL MATERIALS REMOVED WHICH ARE NOT TO BE REINSTALLED OR SALVAGED ON THE PROJECT DISPOSAL OF MATERIALS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- 17. EXCAVATIONS SHALL NOT BE MADE DURING INCLEMENT WEATHER. WATER ACCUMULATION EXCEEDING 1 INCH IN THE EXCAVATIONS SHALL BE PUMPED OUT BEFORE ANY CONCRETE IS PLACED.
- 18. PERMITTING ASSOCIATED WITH THE PROJECT INCLUDES BUT ARE NOT LIMITED TO THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) CONSTRUCTION SITE STORM WATER PERMIT NOTICE OF INTENT (NOI) FOR STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITIES UNDER THE TPDES CONSTRUCTION GENERAL PERMIT (TXR 150000). THIS PERMIT IS REQUIRED FOR CONSTRUCTION
- ACTIVITIES INCLUDING CLEARING, GRADING, AND EXCAVATION ACTIVITIES THAT DISTURB BEYOND THE LIMITS OF CONSTRUCTION. 19. CONTRACTOR SHALL MARK ALL AS-BUILT CONDITIONS ON A DAILY BASIS ON THE PLAN AND SUBMIT TO THE ENGINEER AT END OF PROJECT. AS-BUILT PLANS SHALL BE AVAILABLE ON-SITE AT ALL TIMES FOR INSPECTION.
- 20. THE CONTRACTOR SHALL VISIT THE PROJECT SITE IN ORDER TO BECOME FAMILIAR WITH THE SITE CONDITIONS PRIOR TO COMMENCING ANY WORK. THE CONTRACTOR IS TO RESEARCH THE EXISTING CONDITIONS AND THE PROPOSED WORK TO BECOME FULLY AWARE OF THE INTENT OF THE WORK. THE CONTRACTOR WILL BE REQUIRED TO OBTAIN ALL NECESSARY PERMITS AND PAY ASSOCIATED FEES
- 21. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAKE CHANGES IN DRAINAGE, WATERLINE, AND SANITARY SEWER GRADES TO PERMIT THE LINES TO PASS ALL UNDERGROUND LINES, AS AUTHORIZED BY THE ENGINEER, AND IN ACCORDANCE WITH TCEQ'S "TEXAS ADMINISTRATIVE CODE" CHAPTER 317, APPENDIX E, "SEPARATION DISTANCES".
- 22. DURING THE COURSE OF CONSTRUCTION, THE CONTRACTOR MAY ENCOUNTER EXISTING PIPES WHICH ARE NO LONGER IN SERVICE. THE CONTRACTOR MUST EXPLORE AND RESEARCH THE SITUATION AND PROVIDE EVIDENCE TO THE CITY OF KINGSVILLE PUBLIC WORKS REPRESENTATIVE THAT THE EXISTING PIPE IS ABANDONED. ONCE IT IS AGREED THAT THE LINE IS ABANDONED, THEN THE CONTRACTOR SHALL REMOVE AND DISPOSE OF SAID PIPE. THIS GENERALLY APPLIES WHEN REMOVING DRAINAGE CULVERTS. ACTIVE DRAINAGE CULVERTS MUST BE REINSTALLED IF THEY ARE REMOVED FOR THE PURPOSE OF CONSTRUCTION. ANY ABANDONED LINES TO REMAIN IN PLACE SHALL BE FULLY
- 23. CONTRACTOR SHALL BE RESPONSIBLE FOR DEMOLITION OF EXISTING IMPROVEMENTS ON SITE, INCLUDING ABOVE GROUND AND UNDERGROUND. CONTRACTOR SHALL REMOVE BELOW-GRADE STRUCTURES UP TO THREE FEET BELOW NATURAL GRADE OR TO SUCH DEPTH
- 24. CONTRACTOR SHALL BACKFILL ALL VOIDS LEFT BY DEMOLITION AND COMPACT THE DISTURBED SOIL IN A MANNER SUITABLE TO FINAL
- 25. ALL DEMOLISHED MATERIAL SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE PROMPTLY REMOVED FROM THE SITE UNLESS NOTED OTHERWISE ON THE DRAWINGS.
- 26. ANY DAMAGE TO EXISTING DRAINAGE, PRIVATE UTILITY, OR OTHER STRUCTURES SHALL BE REPAIRED TO PRE-CONSTRUCTION CONDITION AT CONTRACTOR'S EXPENSE.
- 27. THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THE SAFETY OF THE PEDESTRIANS AND ALL VEHICULAR TRAFFIC FROM CONSTRUCTION RELATED ACTIVITIES DURING THE COURSE OF THIS PROJECT.
- 28. THE CONTRACTOR SHALL COMPLY WITH ALL GOVERNMENTAL ONE-CALL REQUIREMENTS AND OTHER REGULATIONS WITH REGARD TO EXISTING UNDERGROUND UTILITIES, PIPELINES, AND OTHER FACILITIES A MINIMUM OF 48 HOURS IN ADVANCE OF CONSTRUCTION.
- 29. ALL OPEN EXCAVATIONS SHALL BE ENCLOSED WITH ORANGE SAFETY FENCE AT ALL TIMES. OPEN ROADWAY EXCAVATIONS SHALL BE CLOSED OVERNIGHT UNLESS APPROVED BY THE ENGINEER. ALL WORK SHALL BE PERFORMED DURING DAYLIGHT HOURS.
- 30. VEGETATION, BROKEN CONCRETE, RC PIPE, AND OTHER UNWANTED MATERIAL BECOMES THE PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED FROM THE SITE BY THE CONTRACTOR. THE COST OF ALL HAULING IS CONSIDERED SUBSIDIARY; THEREFORE, NO DIRECT PAYMENT WILL BE MADE TO THE CONTRACTOR.
- 31. THE QUANTITIES OF THE WORK AND MATERIALS SHOWN ON THE PLANS REPRESENT THE WORK TO BE PERFORMED, MATERIALS TO BE FURNISHED, AND ARE FOR THE PURPOSE OF COMPARING THE BIDS ON A UNIFORM BASIS. PAYMENTS WILL BE MADE BY THE CITY OF KINGSVILLE
- TO THE CONTRACTOR BASED ON WORK PERFORMED OR MATERIALS FURNISHED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS. 32. CONTRACTOR SHALL SUBMIT A SUBMITTAL FORM FOR AN APPROVAL OF MATERIALS TO THE ENGINEER PRIOR TO PURCHASING. 33. TRENCH EXCAVATION SHALL NOT PRECEDE BACKFILL BY MORE THAN 200 FEET. NO TRENCH SHALL BE LEFT OPEN AFTER NORMAL WORKING
- 34. THE DRAWING SHOWS AS MUCH INFORMATION AS CAN BE REASONABLY OBTAINED BY THE SURVEY CREWS AND FROM EXISTING RECORDS REGARDING THE LOCATION AND NATURE OF PIPELINES, STORM SEWER, WATERLINES, SANITARY SEWER, TELEPHONE CONDUITS, ETC. HOWEVER THE ACCURACY AND COMPLETENESS OF SUCH INFORMATION IS NOT GUARANTEED. IT SHALL BE THE CONTRACTORS RESPONSIBILITY
- TO LOCATE SUCH UNDERGROUND FEATURES SUFFICIENTLY IN ADVANCE OF OPERATIONS TO PRECLUDE DAMAGE TO SAME  $35.\;\;$  UNDERGROUND UTILITY LINES SHOWN ON THE PLANS CONSTITUTE AN ATTEMPT BY THE ENGINEER TO LOCATE THESE LINES FOR THE CONVENIENCE OF THE CONTRACTOR. THE CONTRACTOR SHALL FIELD LOCATE ALL UNDERGROUND UTILITY LINES AND MAKE PROVISIONS FOR THEIR PROTECTION. IN THE EVENT OF DAMAGE TO UNDERGROUND UTILITIES, WHETHER SHOWN OR NOT ON THE DRAWINGS, THE CONTRACTOR SHALL MAKE THE NECESSARY REPAIRS TO PLACE THE FACILITIES BACK IN SERVICE. ALL SUCH REPAIRS SHALL CONFORM TO THE REQUIREMENTS OF THE COMPANY OR AGENCY OPERATING THE FACILITY. DAMAGE BY THE CONTRACTOR TO EXISTING UTILITIES SHALL BE REPORTED IMMEDIATELY TO THE OWNER OF THE UTILITY AND THE ENGINEER. THE COST OF DAMAGE AND/OR REPAIR TO SAID UTILITY SHALL BE
- THE RESPONSIBILITY OF THE CONTRACTOR. NO PAYMENT WILL BE MADE FOR DELAYS DUE TO UTILITY CONFLICTS. 36. PRIOR TO THE COMMENCEMENT OF ANY WORK AT PROJECT SITE, CONTRACTOR SHALL VERIFY WITH CITY OF KINGSVILLE PUBLIC WORKS. THAT PROPOSED CONSTRUCTION METHODS WILL NOT INTERFERE OR IMPEDE DAILY ACTIVITY OF ANY FOR THE CITY OF KINGSVILLE PUBLIC WORKS ACTIVITIES LOCATED IN THIS SITE.
- 37. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING TRAFFIC CONTROL THROUGHOUT THE DURATION OF THE CONTRACT IN ACCORDANCE WITH THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES", TRAFFIC CONTROL PLANS AND BARRICADE AND CONSTRUCTION SHEETS.
- 38. THE CONTRACTOR SHALL NOTIFY PARTIES AFFECTED BY CONSTRUCTION ACTIVITIES A MINIMUM OF 48 HOURS IN ADVANCE OF CONSTRUCTION. THE FOLLOWING ARE TELEPHONE NUMBERS FOR THE ENTITIES MOST LIKELY TO BE AFFECTED:

DIG TESS	(800) 344-8377
TEXAS ONE CALL SYSTEM	(800) 245-4545
TEXAS EXCAVATION SAFETY SYSTEM	(800) 344-8377
LONE STAR NOTIFICATION COMPANY	(800) 669-8344
NUECES ELECTRIC COOP	(800) NEC-WATT
AMERICAN ELECTRIC POWER (AEP TEXAS)	(877) 373-4858
SOUTH TEXAS WATER AUTHORITY	(361) 592-9323

39. REFER TO CONTRACT DOCUMENTS AND BID SPECIFICATIONS FOR MITIGATION MEASURES

IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY NO OTHER ENTITIES WILL BE AFFECTED.

2. SITE EXCAVATION AND GRADING

- COMPLETELY REMOVE ALL TREES, SHRUBS, AND STUMPS FROM THE CONSTRUCTION AREA. REMOVE ALL CONCRETE SLABS, CONCRETE WALLS, FOUNDATIONS, ROADWAYS, ETC., ON THE SITE AS REQUIRED TO PROPERLY CONSTRUCT THE PROJECT
- BEFORE EXCAVATION HAS BEGUN, STRIP THE TOPSOIL AS INDICATED ON PLANS FROM AREAS TO BE EXCAVATED OR OCCUPIED BY ROADS, SIDEWALKS, ETC., AND PILE IN DESIGNATED LOCATIONS WHERE IT WILL NOT INTERFERE WITH BUILDINGS OR UTILITY OPERATIONS. STRIPPED TOPSOIL SHALL BE FREE FROM LARGE STONES AND DEBRIS. USE TOPSOIL FOR FINISH GRADING. EXCESS TOPSOIL MAY BE USED FOR COMMON SITE FILLS IF AN ADEQUATE STOCKPILE IS RETAINED FOR
- 3. ALL EXCAVATION IS TO BE UNCLASSIFIED; I.E., THE REMOVAL OF ALL MATERIALS AS ENCOUNTERED, WITH NO ADDITIONAL PAYMENTS FOR ROCK EXCAVATION EXCEPT FOR CHANGES IN WORK FROM THAT SHOWN ON THE CONTRACT DRAWINGS.
- 4. PERFORM EXCAVATION OF EVERY TYPE OF MATERIAL ENCOUNTERED WITHIN THE LIMITS OF THE PROJECT, TO THE LINES, GRADES AND ELEVATIONS INDICATED AND AS SPECIFIED HEREIN. PERFORM EXCAVATION AND FILLING IN A MANNER AND SEQUENCE THAT WILL PROVIDE DRAINAGE AT ALL TIMES.
- KEEP ALL EXCAVATIONS DRY BY DIVERTING OR PUMPING SEEPAGE OR SURFACE WATER FROM EXCAVATIONS.
- 6. CONSTRUCT FILLS AT THE LOCATION AND TO THE LINES AND GRADES AS INDICATED. THE COMPLETE FILL SHALL CONFORM TO THE SHAPE OF THE TYPICAL SECTIONS INDICATED OR SHALL MEET THE REQUIREMENTS OF THE PARTICULAR CASE. ALL FILL, EXCEPT FILL UNDER THE BUILDING AREA, SHALL BE SOIL FILL. USE SATISFACTORY ON-SITE SOILS REMOVED FROM THE EXCAVATION TO FORM THE FILL. MATERIAL REQUIRED FOR FILLS IN EXCESS OF THAT PRODUCED BY EXCAVATING WITHIN THE GRADING LIMITS SHALL BE TAKEN FROM APPROVED OFF-SITE AREAS SELECTED BY THE CONTRACTOR. PLACE THE MATERIAL IN SUCCESSIVE HORIZONTAL LAYERS 8" IN LOOSE DEPTH AND COMPACT TO A MINIMUM OF 95% OF STANDARD PROCTOR IN ACCORDANCE WITH ASTM D698 AT MOISTURE CONTENTS -1% TO +3% OF OPTIMUM.
- 7. COMPLETE ALL GRADING NECESSARY TO BRING THE ENTIRE AREA SHOWN ON THE DRAWINGS TO THE SUBGRADE LEVELS INDICATED ON THE PLANS AND DETAILS. GRADES NOT OTHERWISE INDICATED SHALL BE UNIFORM LEVELS OR SLOPES BETWEEN POINTS WHERE ELEVATIONS ARE GIVEN, OR BETWEEN SUCH POINTS AND EXISTING FINISH GRADES. ROUND OFF ABRUPT CHANGES IN SLOPES.
- 8. CONTRACTOR TO VERIFY QUANTITIES SHOWN DURING BID PROCESS TO INSURE THEY ARE SUFFICIENT TO COMPLETE THE PROJECT AS INTENDED AND TO THE LINES AND GRADES SHOWN, AND HE SHALL MAKE ANY ADJUSTMENTS HE DEEMS NECESSARY TO INSURE HE HAS ACCOUNTED FOR SHRINK, SWELL, LOSS, ETC. THE QUANTITIES SHOWN ARE INTENDED AS INFORMATION ONLY TO ASSIST THE THE CONTRACTOR IN PREPARING HIS LUMP SUM PROPOSAL. CONTRACTOR IS RESPONSIBLE TO COMPLETE THE PROJECT ACCORDING TO THE PLANS AT THE PRICE HE HAS SPECIFIED IN HIS PROPOSAL.
- 9. EXISTING MAILBOXES SHALL BE RELOCATED AS NECESSARY. 10. DIRT DEBRIS SHALL BE PROPERTY OF THE CITY OF KINGSVILLE AND DELIVERED TO 348 E. COUNTY ROAD 2130 KINGSVILLE TX. 78363.

# 3. TRAFFIC CONTROL

- 1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING A TRAFFIC CONTROL PLAN AND MAINTAIN THE TRAFFIC CONTROL THROUGHOUT THE DURATION OF THE CONTRACT IN ACCORDANCE WITH THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" AND THE TXDOT STANDARDS SHEETS. CONTRACTOR SHALL COORDINATE WITH CITY OF KINGSVILLE PUBLIC WORKS AND ANY LOCAL EMERGENCY RESPONSE AGENCIES FOR ROAD CLOSURES. SEE
- SPECIAL NOTE. REFER TO TRAFFIC CONTROL PLANS DRAWINGS C84-C87. 2. ALL TRAFFIC CONTROL DEVICES SHALL CONFORM WITH THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND IN ACCORDANCE WITH THE
- TRAFFIC CONTROL DEVICE STANDARD DETAILS. 3. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN ALL TRAFFIC CONTROL DEVICES DURING THE COURSE OF THE CONSTRUCTION PERIOD AS REQUIRED BY THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) MANUAL.
- . EQUIPMENT AND MATERIALS SHALL NOT BE STORED ON PUBLIC RIGHT-OF-WAY AT ANY TIME DURING THE COURSE OF THE CONSTRUCTION PERIOD. ANY MATERIAL AND EQUIPMENT APPROVED BY THE ENGINEER FOR THE TEMPORARY PLACEMENT ALONG THE PUBLIC RIGHT-OF-WAY SHALL BE ADEQUATELY BARRICADED WITH TYPE II BARRICADES FOR EACH DIRECTION OF TRAVEL AND SHALL NOT BE PLACED WITHIN FIVE (5) FEET OF THE STREET PAVEMENT.
- THE CONTRACTOR SHALL MAINTAIN ALL REGULATORY SIGNS DURING THE CONSTRUCTION PERIOD ALL CONSTRUCTION WARNING SIGNS MAY BE MOUNTED ON PORTABLE DEVICES AND/OR GROUND MOUNTED.
- SHOULD ANY TRAFFIC SIGN, SIGN POST OR ITS FOUNDATION BE DAMAGED, CONTRACTOR SHALL REPORT SUCH INFORMATION IMMEDIATELY TO THE
- ATTENTION OF THE CITY OF KINGSVILLE PUBLIC WORKS.
- 8. THE CONTRACTOR SHALL PROVIDE ACCESS TO ALL DRIVEWAYS DURING THE CONSTRUCTION PERIOD 9. ALL SIGNS AND BARRICADES USED FOR LANE CLOSURES AND/OR PROTECTION SHALL BE EQUIPPED WITH FLASHING WARNING LIGHTS IF SUCH SIGNS AND
- BARRICADES ARE TO BE IN PLACE DURING HOURS OF DARKNESS. ONE LIGHT SHALL BE USED PER SIGN OR BARRICADE. 10. ADDITIONAL CHANNELIZING AND OTHER APPROPRIATE TRAFFIC CONTROL DEVICES MAY BE REQUIRED ACCORDING TO THE ENGINEER AND/OR THE
- DEPARTMENT OF THE CITY OF KINGSVILLE PUBLIC WORKS.
- 11. SAFETY BARRICADE FENCING SHALL BE HIGH DENSITY POLYETHYLENE TENSAR-UX4050 (SB-ORANGE-4'HIGH) 12. CONTRACTOR SHALL COORDINATE ANY WORK IN THE PROXIMITY TO THE CITY OF KINGSVILLE PUBLIC WORKS REPRESENTATIVE.
- 13. THE CONTRACTOR SHALL MAINTAIN STREET ACCESS TO THE RESIDENTS OF THE STREETS BEING WORKED.

- 1. ALL STREET DIMENSIONS SHOWN ON PLANS ARE TO THE BACK OF CURBS UNLESS NOTED OTHERWISE
- 2. STREET MILLING IS MEASURED FROM EDGE TO EDGE THROUGHOUT THE LIMITS OF PAVEMENT CONSTRUCTION, UNLESS SPECIFIED IN THE PLAN SHEETS.
- WHERE EXISTING ASPHALT AND CONCRETE ARE TO BE CUT, THESE CUTS SHALL BE VERTICAL AND MADE WITH A SAW. PRIOR TO PLACEMENT OF GEOGRID AND LIMESTONE BASE, THE EXISTING SUBGRADE SHALL BE PROOF ROLLED AND CEMENT STABILIZED.
- FLEXIBLE BASE SHALL BE TYPE A GRADE 1 CRUSHED LIMESTONE, IN ACCORDANCE WITH TXDOT STANDARD SPECIFICATION (1993) ITEM 247
- RECYCLED BASE SHALL BE COMPACTED TO A MINIMUM OF 95% MODIFIED PROCTOR DENSITY (ASTM D1557) AT NOT LESS THAN 2% BELOW OPTIMUM MOISTURE AND NO MORE THAN 2% ABOVE OPTIMUM MOISTURE.
- PRIME COAT MATERIAL SHALL BE MC-30 APPLIED AT A RATE OF 0.15 GAL/SY
- 8. TYPES AND RATES FOR SURFACE COURSES SHALL BE: TWO COURSE SURFACE TREATMENT.
- 9. CARE SHALL BE TAKEN TO PROTECT CURB AND GUTTER AND OTHER CONCRETE SURFACES FROM ASPHALT SPLATTER DURING PRIMING AND SEALING
- 10. HMACP TRANSITIONS TO EXISTING PAVEMENTS ON COUNTY ROAD 67 INTERSECTION SHALL BE TRANSITIONED OVER TO PRODUCE A SMOOTH RIDE AND SHALL BE CHECKED WITH A STRAIGHT EDGE PRIOR TO COMPLETION, SEE PLANS. LONGITUDINAL HMACP JOINT LOCATIONS SHALL BE AS APPROVED BY
- 11. PRIMING AND HOT-MIX PLACING OPERATINGS SHALL NOT BE CONDUCTED ON DAYS FOR WHICH AN OZONE ADVISORY HAS BEEN ISSUED, EXCEPT FOR
- REPAIRS.
- 12. REFLECTORIZED PAVEMENT MARKING FOR STOP BAR SHALL BE THERMOPLASTIC AND REFLECTIVE (MAY BE PREFABRICATED). 13. HMAC BASE COURSE SHALL FOLLOW COMPLETED FLEXIBLE BASE COURSE WITHIN 5 DAYS.
- 14. EXISTING DRIVEWAYS AND CULVERTS SHALL BE REMOVED AS REQUIRED TO CONSTRUCT NEW IMPROVEMENTS. REMOVAL OF THESE ITEMS IS
- SUBSIDIARY TO STREET EXCAVATION. 15. DRIVEWAY TYPE, SIZE AND LOCATION SHALL BE AS SHOWN ON THE "DRIVEWAY SUMMARY SHEET AND DETAILS".
- 16. MILLINGS SHALL BE THE PROPERTY OF THE CITY OF KINGSVILLE AND DELIVERED TO 1300 E. CORRAL ST., KINGSVILLE, TX 78363

# 5. UTILITIES AND STORM SEWER

- 1. ALL ABANDONED PIPES (OLD WATERLINES, DITCH CULVERTS, SHALLOW UTILITY SERVICES) WITHIN LIMITS OF NEW ROW SHALL BE REMOVED AND PROPERLY DISPOSED. THIS GENERALLY APPLIES TO ALL UNWANTED PIPES THAT ARE WITHIN A FOOT OF SUBGRADE AND DITCH CULVERTS AND ANY ABANDONED LINES TO REMAIN IN PLACE SHALL BE CAPPED AT THE ENDS WHEN CUT FOR PROPOSED CONSTRUCTION, UNLESS OTHERWISE NOTED. THIS ACTIVITY WILL NOT BE PAID FOR DIRECTLY BUT SHALL BE CONSIDERED SUBSIDIARY TO.
- 2. CONTRACTOR SHALL COORDINATE WITH THE CITY OF KINGSVILLE PUBLIC WORKS REPRESENTATIVE, TO EVALUATE IF EXISTING STORM WATER DRAINAGE CULVERT IS SALVAGEABLE, SALVAGED STORM WATER CULVERT SHALL BE REINSTALLED AT DESIGNED FLOWLINE ELEVATION AS SHOWN ON PLANS. DISPOSAL OF ALL NON-SALVAGEABLE STORM WATER CULVERTS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. 3. ALL STORM SEWER PIPE SHALL BE CLASS IV REINFORCED CONCRETE PIPE UNDER DRIVEWAYS AND CLASS V REINFORCED CONCRETE PIPE UNDER STREET. WITH
- TYPE B WALL AND TONGUE-AND-GROOVE JOINTS PER ASTM C-76 UNLESS NOTED OTHERWISE ON THE DRAWINGS. CLASS V REINFORCED CONCRETE PIPE SHALL BE USED UNDER ROADS. 4. ALL EXISTING VALVES AND MANHOLES REQUIRING ADJUSTMENT SHALL BE LOCATED BY STATION AND OFFSET AND TIED TO EXISTING FEATURES THAT WILL REMAIN
- IN PLACE. ALL EXISTING VALVES AND MANHOLES SHALL BE EXTENDED TO FINISH GRADE. ALL EXISTING UTILITY COVERS TO REMAIN IN SERVICE SHALL BE ADJUSTED TO PAVEMENT GRADE. ALL ADJUSTMENTS WILL BE CONSIDERED SUBSIDIARY AND WILL NOT BE PAID DIRECTLY.
- 5. THE CONTRACTOR SHALL TAKE PRECAUTIONS TO PROTECT EXISTING UTILITIES. ALL PIPES AND UTILITIES DAMAGED BY THE CONTRACTOR SHALL BE REPAIRED TO THE OWNER'S SATISFACTION. WITH NO SEPARATE PAYMENT. 6. A PIPE COLLAR SHALL BE USED WHERE PROPOSED STORM SEWER IS TO BE CONNECTED TO EXISTING STORM SEWER. PIPE COLLARS SHALL NOT BE PAID FOR
- SEPARATELY BUT CONSIDERED SUBSIDIARY TO THE VARIOUS BID ITEMS. PIPE COLLARS SHALL NOT BE REQUIRED AT TONGUE AND GROOVE CONNECTIONS. 7. UNLESS SHOWN OTHERWISE IN THE PLANS OR SPECIFICATIONS, DEWATERING OF DITCHES WILL NOT BE PAID FOR DIRECTLY BUT CONSIDERED SUBSIDIARY TO THE ITEMS IT MAY BE ASSOCIATED WITH.
- 8. ALL ACP DESIGNATED FOR REMOVAL SHALL BE DISPOSED OF IN STRICT ACCORDANCE WITH LOCAL, STATE AND FEDERAL REGULATIONS. DISPOSAL OF AC PIPE WILL NOT BE PAID DIRECTLY BUT SHALL BE CONSIDERED SUBSIDIARY TO UTILITY IMPROVEMENTS.

# 6. SANITARY SEWER NOTES

- 1. ALL SEWERS AND MANHOLES SHALL BE TESTED IN ACCORDANCE WITH TCEQ.
- 2. IT IS REQUIRED THAT A CCTV INSPECTION AND REPORT OF THE EXISTING LINES MUST BE SUBMITTED AND APPROVED BY THE CITY OF KINGSVILLE PUBLIC WORKS PRIOR TO
- 3. NEITHER BLUE PVC PIPE NOR DUCTILE IRON PIPE SHALL BE USED FOR SANITARY SEWERS.
- 4. WHERE NEW SANITARY SEWERS ARE TO BE PLACED ADJACENT TO AN EXISTING WATERLINE AT A LATERAL CLEARANCE OF LESS THAN 9 FEET, THAT SECTION OF SEWER SHALL BE PRESSURE RATED PVC, AWWA DR18 (C905) NON-BLUE COLORED (GREEN COLOR).
- 5. ALL MANHOLES INSTALLED ON THIS PROJECT SHALL BE FIBERGLASS. THE MANHOLE MANUFACTURER SHALL PROVIDE CERTIFICATION AND DESIGN CALCULATIONS TO THE CITY OF KINGSVILLE PUBLIC WORKS SHOWING THAT THE MANHOLES ARE DESIGNED FOR TRAFFIC LOADING (H20 DESIGN VEHICLE) AND THE APPLICABLE SOIL AND

HYDROSTATIC PRESSURE LOADING CONDITIONS. MINIMUM WALL THICKNESS SHALL BE 0.50 INCH. IF REQUIRED BY THE MANUFACTURERS DESIGN, HORIZONTAL RIBS AND/OR

- VERTICAL STIFFENERS MAY BE UTILIZED TO ACHIEVE REQUIRED DESIGN CHARACTERISTICS. 6. MANHOLES SHALL BE DESIGNED AND FABRICATED BY CONTAINMENT SOLUTION, INC., OR ENGINEER APPROVED EQUAL.
- 7. THE CONTRACTOR SHALL ENSURE THAT THE SUBGRADE IS PROPERLY COMPACTED, AND BACKFILL IS PLACED PROPERLY, TO PREVENT THE MANHOLE FROM SHIFTING OR SETTLING AFTER INSTALLATION.
- CLEANING OR PURGING OF EXISTING SANITARY SEWER LINES REQUIRED FOR CONNECTING INTO SANITARY SEWER SYSTEM SHALL BE THE CONTRACTORS RESPONSIBILITY. 9. ANY ACP DESIGNATED FOR REMOVAL SHELL BE DISPOSED OF IN STRICT ACCORDANCE WITH LOCAL, STATE, & FEDERAL REGULATIONS. DISPOSAL OF AC PIPE WILL NOT BE PAID DIRECTLY BUT SHALL BE CONSIDERED SUBSIDIARY TO UTILITY IMPROVEMENTS.

# **SPECIAL NOTE:**

**TXDOT ALICE AREA OFFICE** 

## NOTE:

CONTRACTOR TO NOTIFY ALL AGENCIES LISTED BELOW AT LEAST 2 WEEKS

..(361) 661-7050

CITY OF KINGSVILLE PUBLIC WORKS .(361) 595-8041 KLEBERG COUNTY SHERIFF'S DEPARTMENT ..(361) 595-8500 CITY OF KINGSVILLE POLICE ..(361) 592-4311

CITY OF KINGSVILLE FD/EMT ..(361) 592-6445 KINGSVILLE I.S.D. ..(361) 592-3387

CONTRACTOR SHALL NOTIFY PROPERTY OWNERS AFFECTED BY CONSTRUCTION ACTIVITIES AT LEAST 2 WEEKS PRIOR TO CONSTRUCTION.

## 7. ENVIRONMENTAL

- 1. ALL EFFORTS WILL BE MADE THROUGH PROPER CONSTRUCTION METHODS TO ENSURE DUST CONTROL AND PROPERLY FUNCTIONING EQUIPMENT
- 2. IF ANY PERSONNEL IDENTIFY AN OBSERVABLE SHEEN OR PETROLEUM ODOR DURING EXCAVATION, "STOP WORK AUTHORITY" MUST BE EMPLOYED UNTIL IT IS DETERMINED TO BE SAFE TO PROCEED BY A QUALIFIED PROFESSIONAL
- DURING CONSTRUCTION, IF DISCOLORED OR STAINED SOIL OR SOIL CONTAINING A CHEMICAL ODOR IS DISCOVERED, WORK SHOULD BE CEASE IN THE IMMEDIATE AREA AND TCEQ SHOULD BE CONTACTED FOR FURTHER INSTRUCTIONS. THESE ARE SIGNS OF
- 4. DUE TO THE PROXIMITY OF THE PROJECT TO A HISTORIC CLOSED LANDFILL, IT IS RECOMMENDED THAT THE CONTRACTOR UTILIZE AIR MONITORING EQUIPMENT FOR POTENTIAL METHANE GAS MIGRATION AND INCURSION ON ENCLOSED SPACES.
- CONTRACTOR SHALL EMPLOY NATIONWIDE STANDARD CONSERVATION MEASURES SET
- PROVIDE CONSTRUCTION WORKERS WITH A LIST OF FEDERAL THREATENED AND ENDANGERED SPECIES AND STATE LISTED RARE SPECIES. IF CONSTRUCTION WORKERS IDENTIFY OR ENCOUNTER THREATENED OR ENDANGERED SPECIES OR STATE LISTED RARE SPECIES, CONSTRUCTION SHOULD CEASE IMMEDIATELY AND TEXAS PARKS & WILDLIFE SHOULD BE CONTACTED FOR GUIDANCE.
- AVOID ACTIVITIES REQUIRING VEGETATION REMOVAL OR DISTURBANCE DURING PEAK BIRD NESTING SEASON (MARCH THROUGH AUGUST) TO PREVENT THE DESTRUCTION OF MIGRATORY BIRDS, NESTS, OR EGGS. WHEN PROJECT ACTIVITIES CANNOT OCCUR OUTSIDE THE BIRD NESTING SEASON, CONDUCT SURVEYS PRIOR TO SCHEDULED ACTIVITY TO DETERMINE IF ACTIVE NESTS ARE PRESENT WITHIN THE AREA OF IMPACT. IF EVIDENCE OF MIGRATORY BIRDS IS FOUND, A QUALIFIED BIOLOGIST WITH USFWS SHOULD BE NOTIFIED.
- 8. THE PROJECT SHALL BE IMPLEMENTED USING BEST MANAGEMENT PRACTICES DESIGNED TO PROTECT IMPROVEMENTS FROM FLOOD DAMAGE
- THE PROJECT SHALL BE IMPLEMENTED USING BEST MANAGEMENT PRACTICES DESIGNED TO PROTECT NATURAL LANDSCAPES THAT SERVE TO MAINTAIN OR RESTORE NATURAL HYDROLOGY THROUGH INFILTRATION.
- 10. THE CONSULTING ENGINEER SHALL TAKE INTO CONSIDERATION ADDITIONAL SPECIFICATIONS TO MINIMIZE DAMAGE TO AND/OR RESTORE THE NATIVE PLANT
- 11. THE PROJECT SHALL NOT LEAD TO ANY SIGNIFICANT INCREASE IN IMPERMEABLE COVER AND SHALL HAVE NO NEGATIVE IMPACTS ON THE FLOODPLAIN. AS ALL LINES WILL BE SUBSURFACE, AND THE PROJECT AREA WILL BE RESTORED TO PRE-PROJECT
- CONDITIONS UPON COMPLETION. 12. ADDITIONALLY, PRIOR TO CONSTRUCTION, THE PROJECT PLANS WILL MEET ANY APPLICABLE, ADDITIONAL LOCAL FLOODPLAIN REQUIREMENTS SET FORTH BY THE COMMUNITY'S FLOODPLAIN ADMINISTRATOR.
- 13. ALL STATE AND LOCAL FLOODPLAIN PROTECTION PROCEDURES WILL BE FOLLOWED.
- 14. IF HISTORIC PROPERTIES ARE DISCOVERED OR CULTURAL MATERIALS ARE ENCOUNTERED DURING CONSTRUCTION OR DISTURBANCE ACTIVITIES OR UNANTICIPATED EFFECTS ON HISTORIC PROPERTIES ARE FOUND, WORK SHOULD CEASE IN THE IMMEDIATE AREA AND THC'S HISTORY PROGRAMS, THC'S ARCHEOLOGY DIVISION, AND THE TEXAS GENERAL LAND OFFICE (GLO) SHOULD BE CONTACTED TO CONSULT ON FURTHER ACTIONS THAT MAY BE NECESSARY TO PROTECT HISTORIC PROPERTIES OR CULTURAL REMAINS. WORK CAN CONTINUE IN AREAS WHERE NO HISTORIC PROPERTIES ARE PRESENT.
- WHILE THERE SHALL BE NO IMPACT TO WETLANDS, BEST MANAGEMENT PRACTICES SHOULD BE USED TO ENSURE EROSION CONTROL AND TO FURTHER PROTECT OFFSITE WETLANDS.
- CONSTRUCTION AND WASTE DISPOSAL ACTIVITIES MUST BE COMPLETED IN ACCORDANCE WITH APPLICABLE LOCAL, STATE, AND FEDERAL PERMITS, STATUTES, AND REGULATIONS.
- ANY DEBRIS OR WASTE DISPOSAL SHOULD BE AT AN APPROPRIATELY AUTHORIZED DISPOSAL FACILITY.
- 18. BEST MANAGEMENT PRACTICES SHALL BE USED TO CONTROL RUNOFF FROM CONSTRUCTION SITES TO PREVENT DETRIMENTAL IMPACT TO SURFACE AND GROUND WATER.

CONSULTANT'S SHEET

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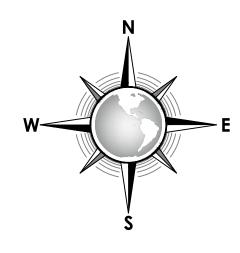
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DRAWING NO.

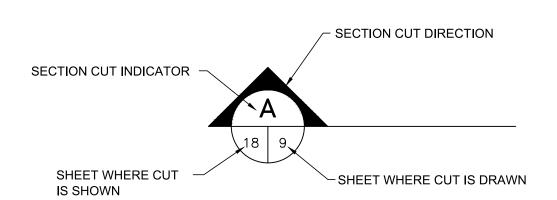
# TESTING SCHEDULE

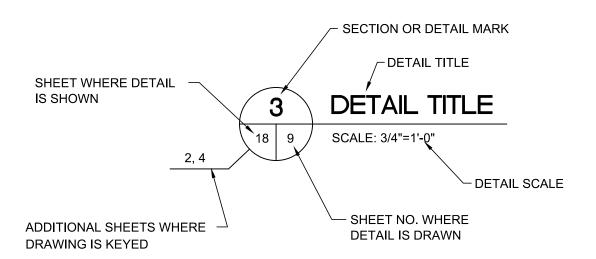
DESCRIPTION DENSITIES - SUBGRADE (DITCH BACKFILL)	RATE	QUANTITY
SOILS:		
STANDARD PROCTOR - SUBGRADE DENSITIES - SUBGRADE (PAVEMENT) DENSITIES - SUBGRADE (DRIVEWAY)	PER STREET PER 325 SY PER 5 DRIVEWAYS PER 500 LF PIPE	1 1 1 1
BASE MATERIAL: SIEVE ANALYSIS ATTERBURG LIMITS MODIFIED PROCTOR L.A. ABRASION CBR (STANDARD) DENSITIES OF COMPACTED BASE (PAVEMENT) WET BALL MILL TEST TRIAXIAL TEST	PER 3000 CY PER 3000 CY PER 3000 CY PER 3000 CY PER MATERIAL SOURCE PER 325 SY PER MATERIAL SOURCE PER MATERIAL SOURCE	1 1 1 1 1 1 1
HOT-MIX ASPHALT CONCRETE (HMAC): EXTRACTION, SIEVE ANALYSIS LAB DENSITY & STABILITY THEORETICAL DENSITY (RICE METHOD) TEMPERATURE - DURING LAY-DOWN THICKNESS - IN PLACE (CORE) % AIR VOIDS - IN PLACE (CORE) % THEORETICAL DENSITY - IN PLACE (CORE)	PER 500 TONS OR DAY PER 500 TONS OR DAY PER 500 TONS OR DAY CONTINUOUS AS NEEDED PER 1000 LF PER 1000 LF PER 1000 LF	1 1 1 - 1 1 1
CONCRETE: (UNCONFINED COMPRESSION, 7, 14, & 28 DAY)	PER 4000 SF	1

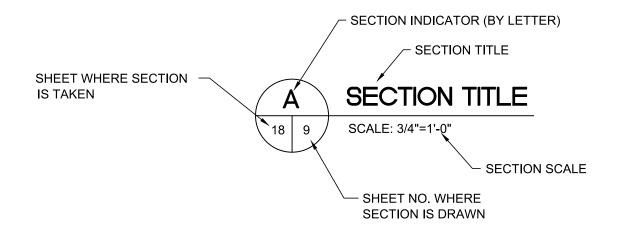
NOTE: CONTRACTOR TO COORDINATE WITH ENGINEER FOR MATERIAL TESTING AND LOCATION.

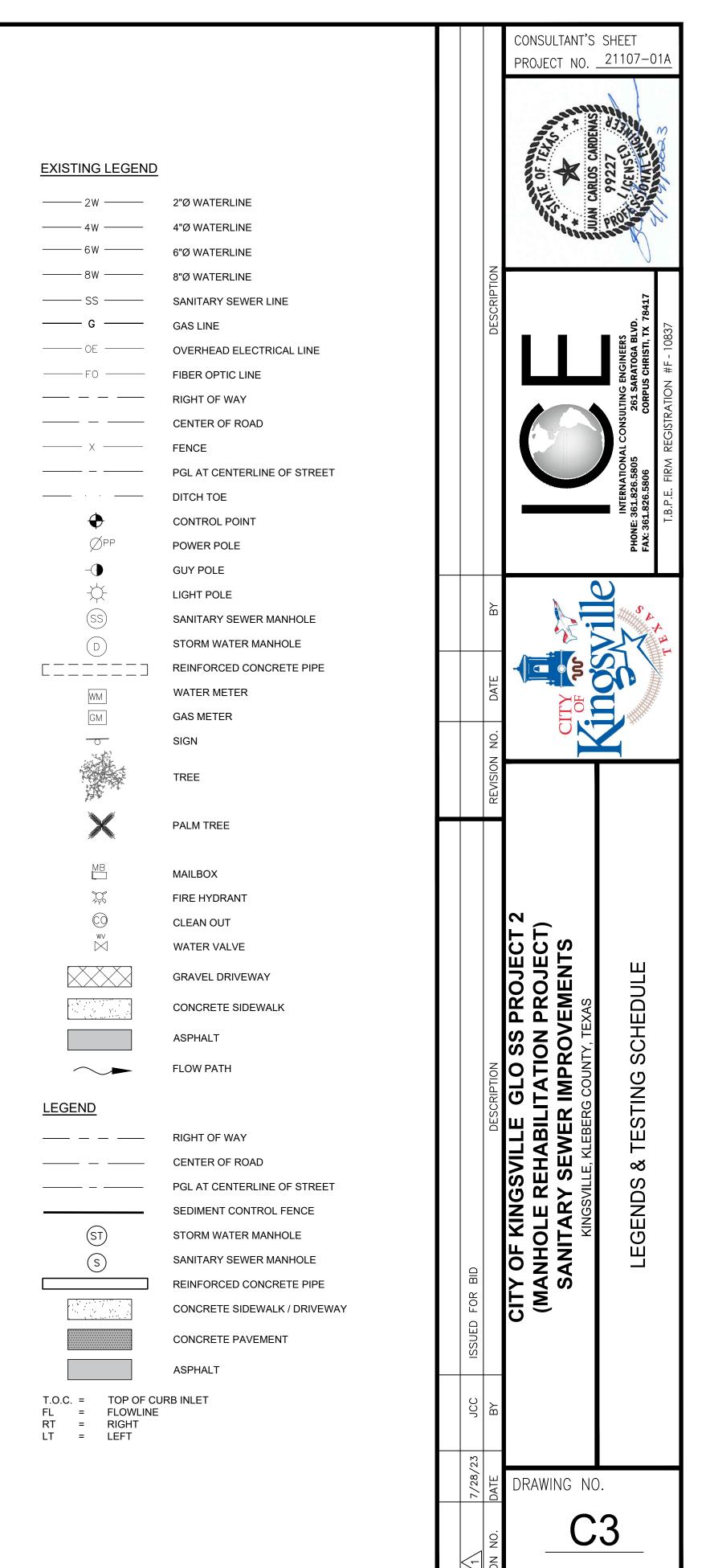


**NORTH ARROW** 









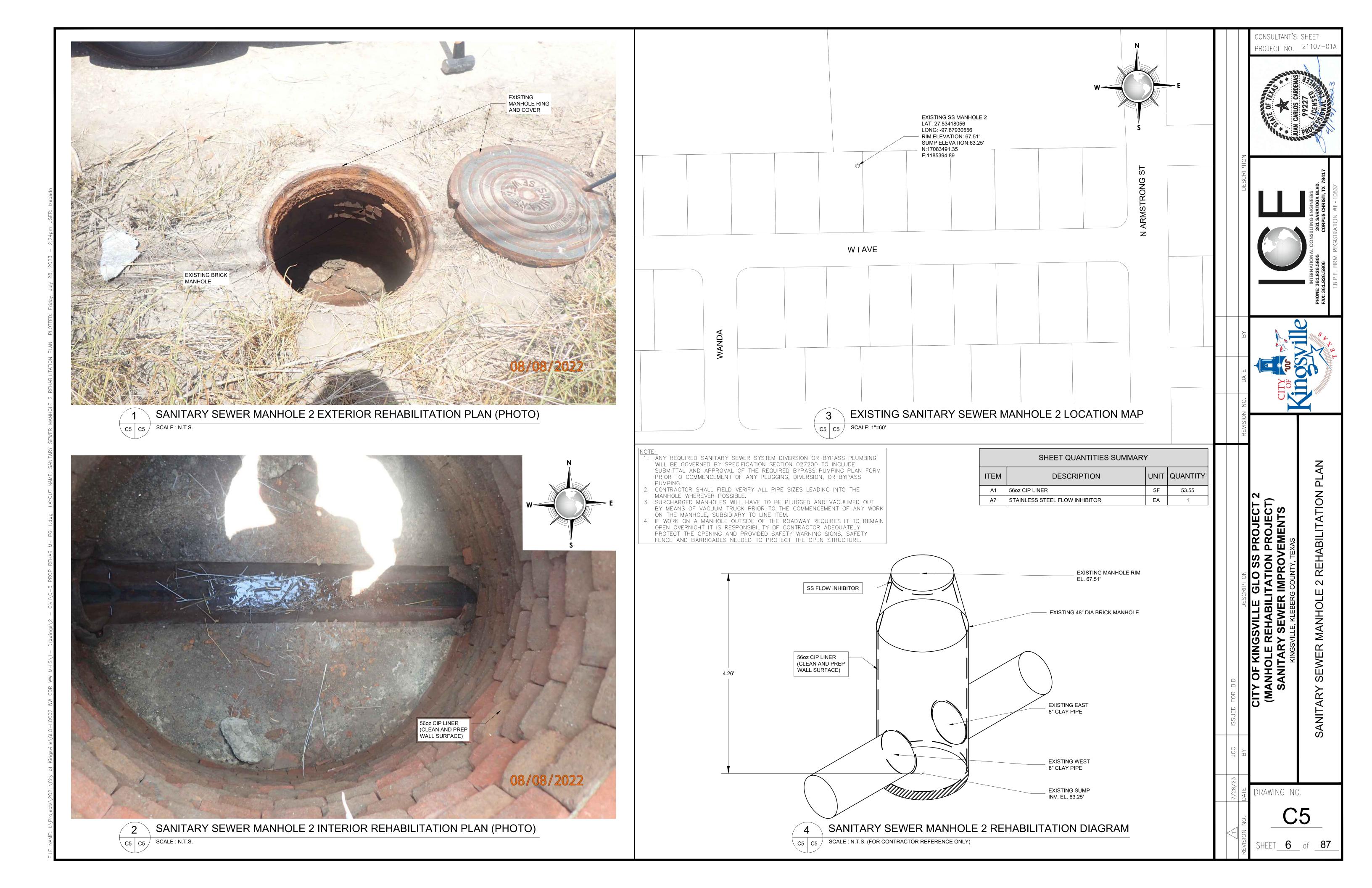
SHEET 4 of 87

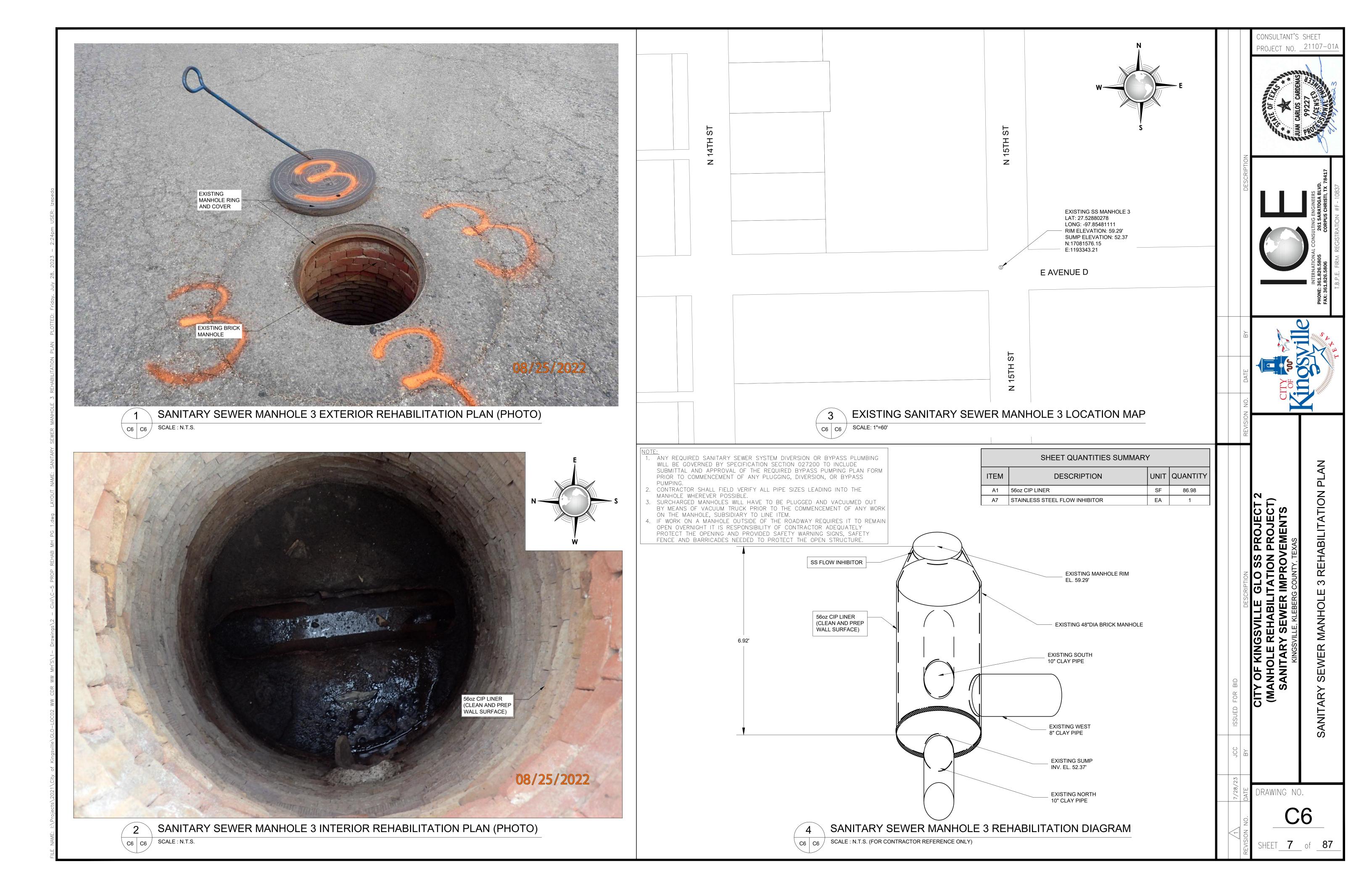
ESTIMATED QUANTITIES SUMMARY — TOTALS			
	DESCRIPTION	UNIT	QUANTITY
CITY OF KINGSVILLE SANITARY SEWER IMPROVEMENTS			
AA	MOBILIZATION / BONDS / INSURANCE	LS	1
AB	TRAFFIC CONTROL	LS	1
A1	CIP LINER 56oz	SF	3363.83
A2	GROUT / SEAL PENETRATIONS	EA	41
A3	DEMO RING AND COVER 24"	EA	22
A4	RING AND COVER 24"	EA	22
A5	DEMO RING AND COVER 32"	EA	1
A6	RING AND COVER 32"	EA	1
A7	STAINLESS STEEL FLOW INHIBITOR	EA	74
A8	MANHOLE CONCRETE COLLAR	EA	29
			-

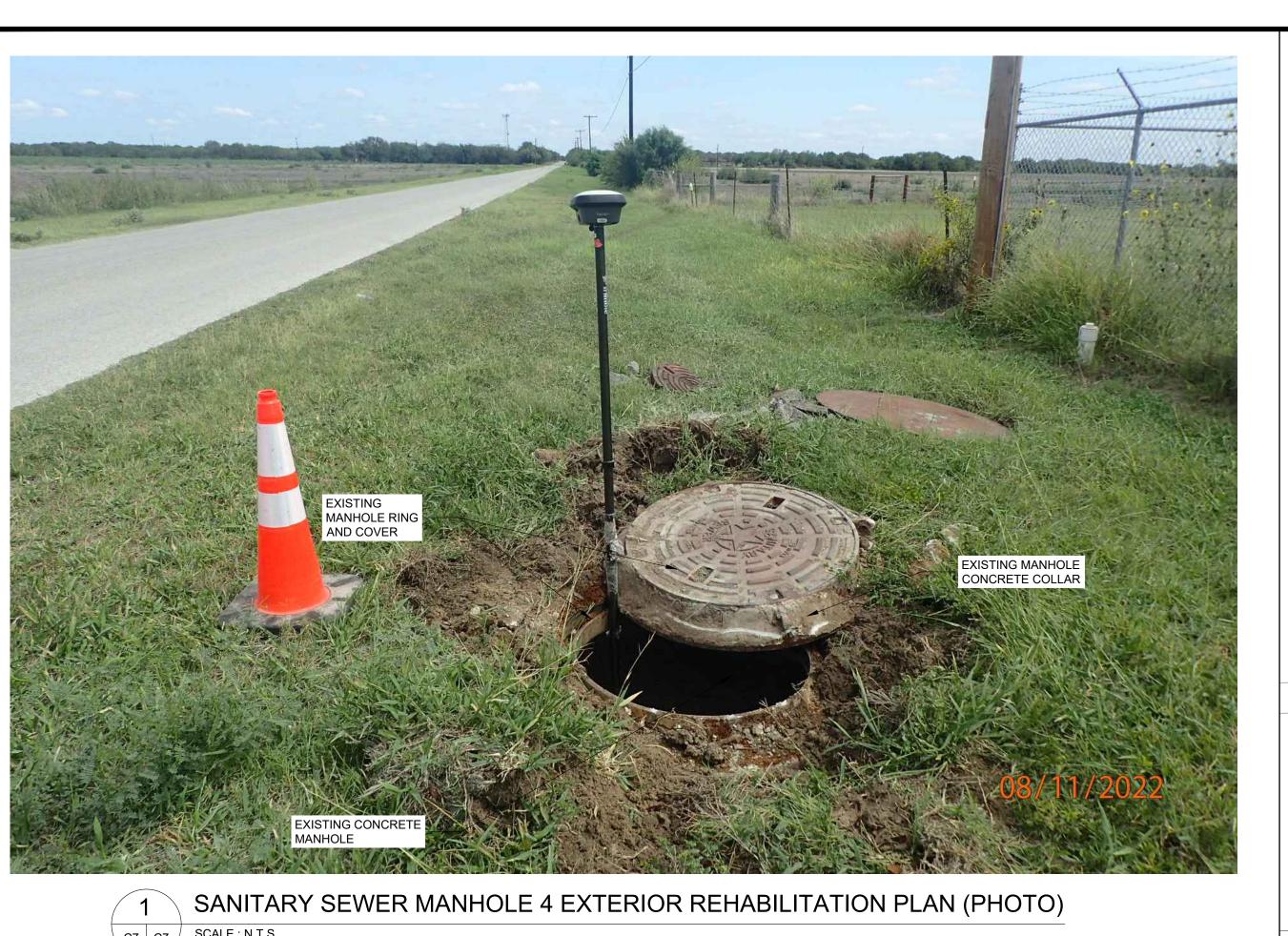
#### NOTE

CONSULTANT'S SHEET PROJECT NO. 21107-01A CITY OF KINGSVILLE GLO SS PROJECT
(MANHOLE REHABILITATION PROJECT
SANITARY SEWER IMPROVEMENTS
KINGSVILLE, KLEBERG COUNTY, TEXAS ESTIMATED QUANTITIES DRAWING NO. SHEET 5 of **87** 

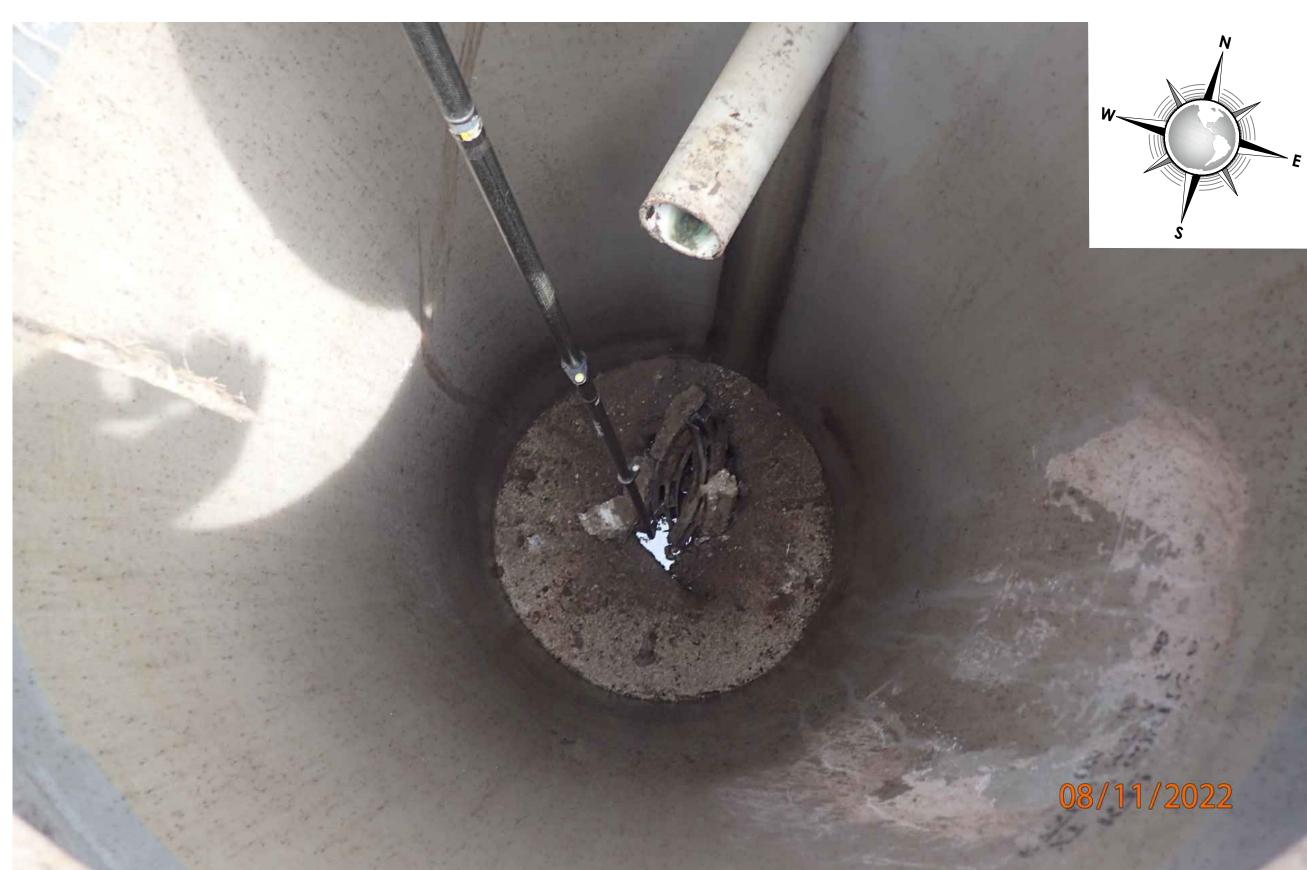
THE ESTIMATED QUANTITIES LISTED ARE FOR INFORMATIONAL PURPOSES AND FOR CONTRACTOR REFERENCE. THE CONTRACTOR IS RESPONSIBLE FOR DELIVERING A FINISHED PROJECT AS DETAILED ON THE PLANS AND SPECIFICATIONS.





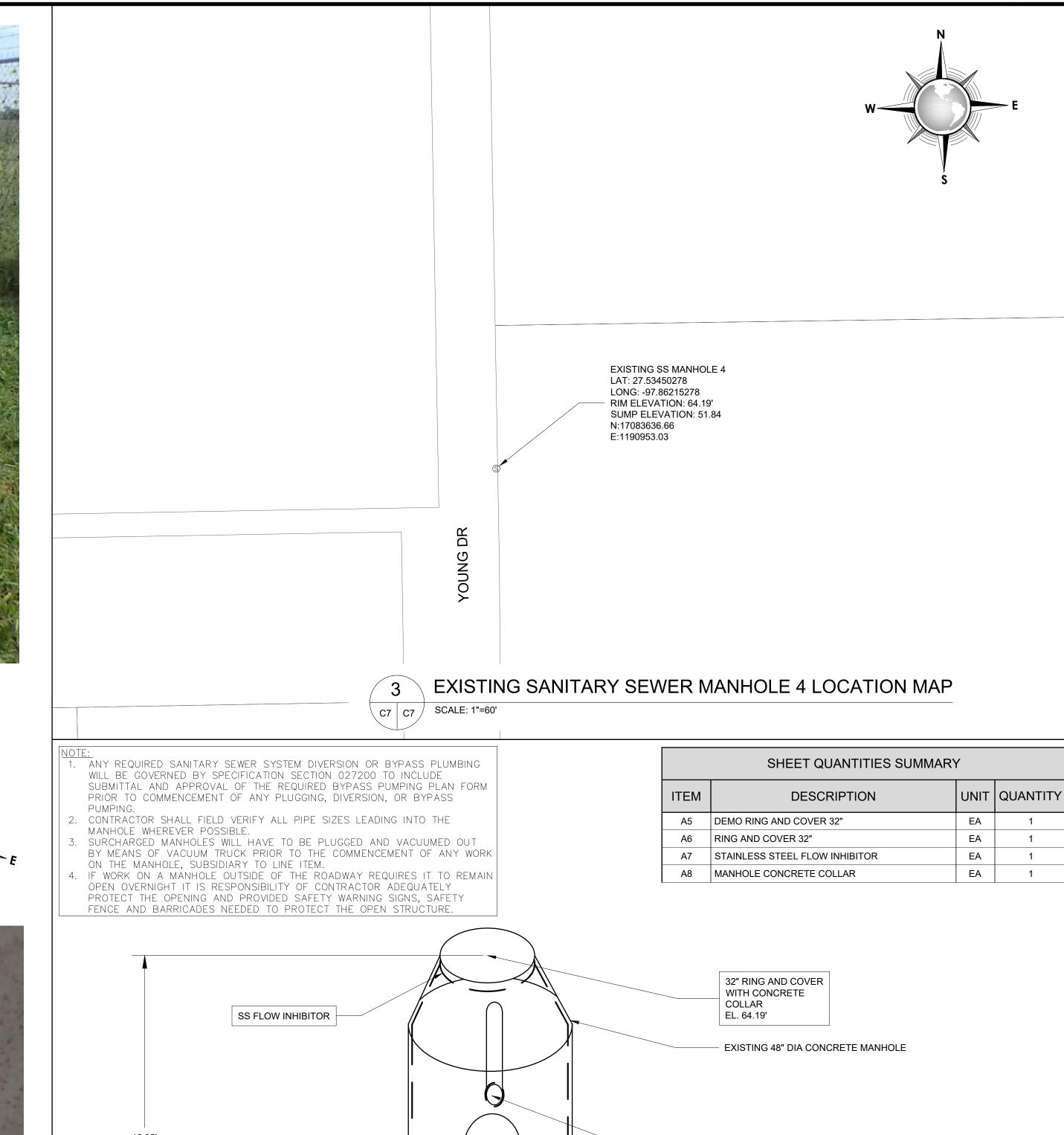


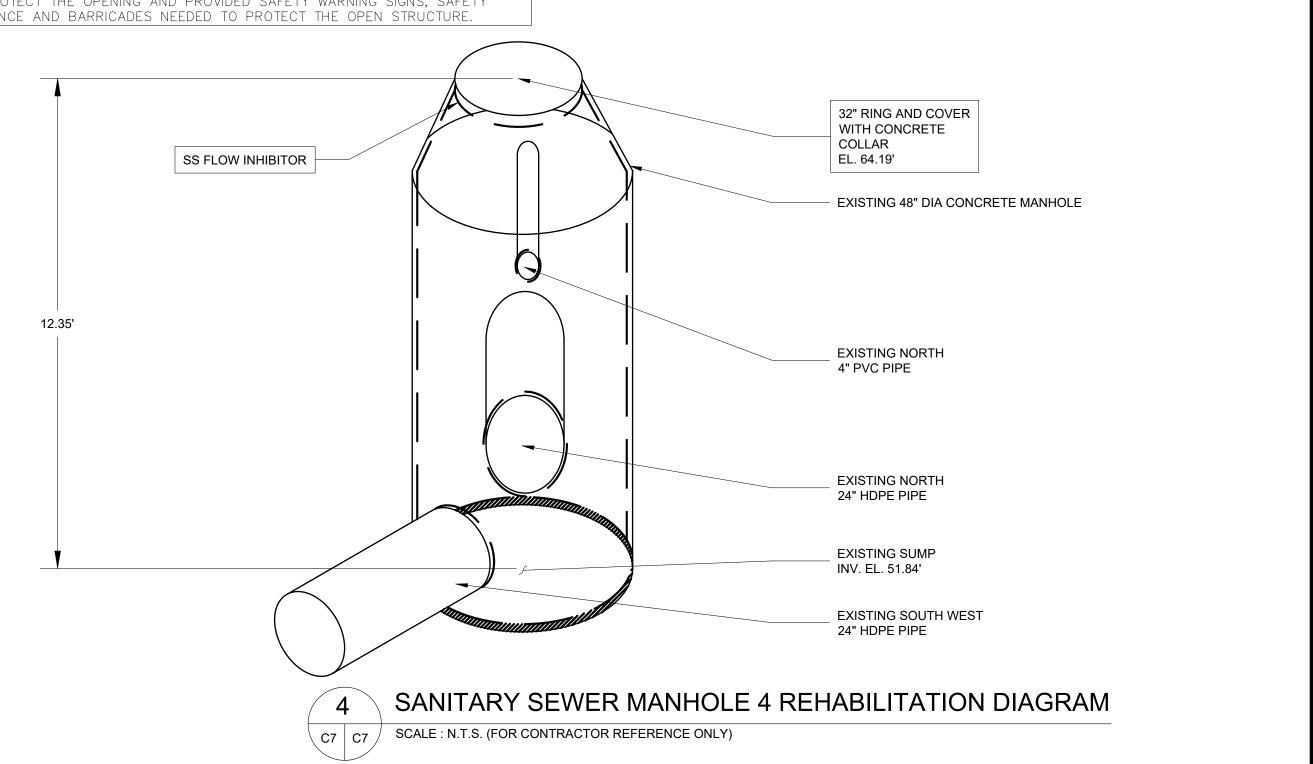
C7 C7 SCALE: N.T.S.

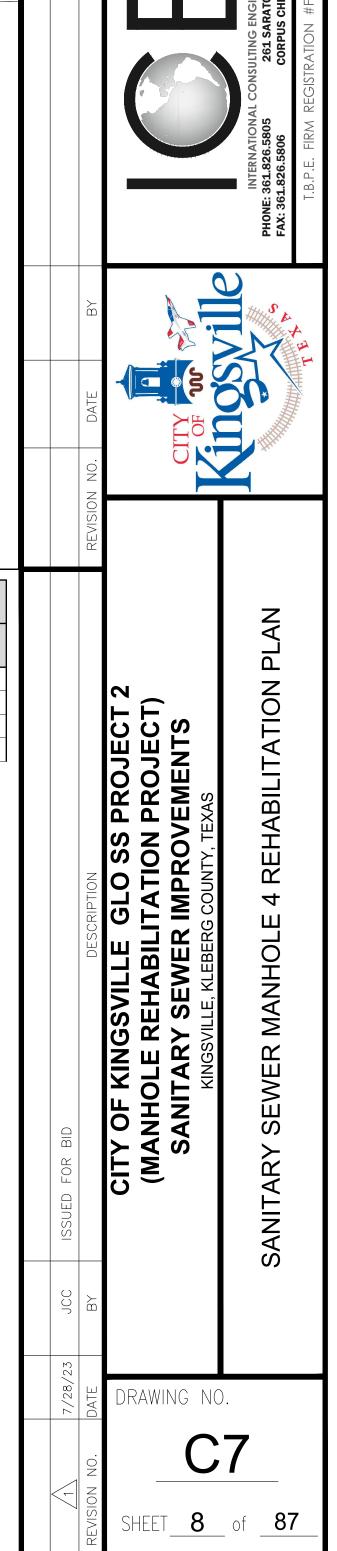


SANITARY SEWER MANHOLE 4 INTERIOR REHABILITATION PLAN (PHOTO)

C7 C7 SCALE : N.T.S.

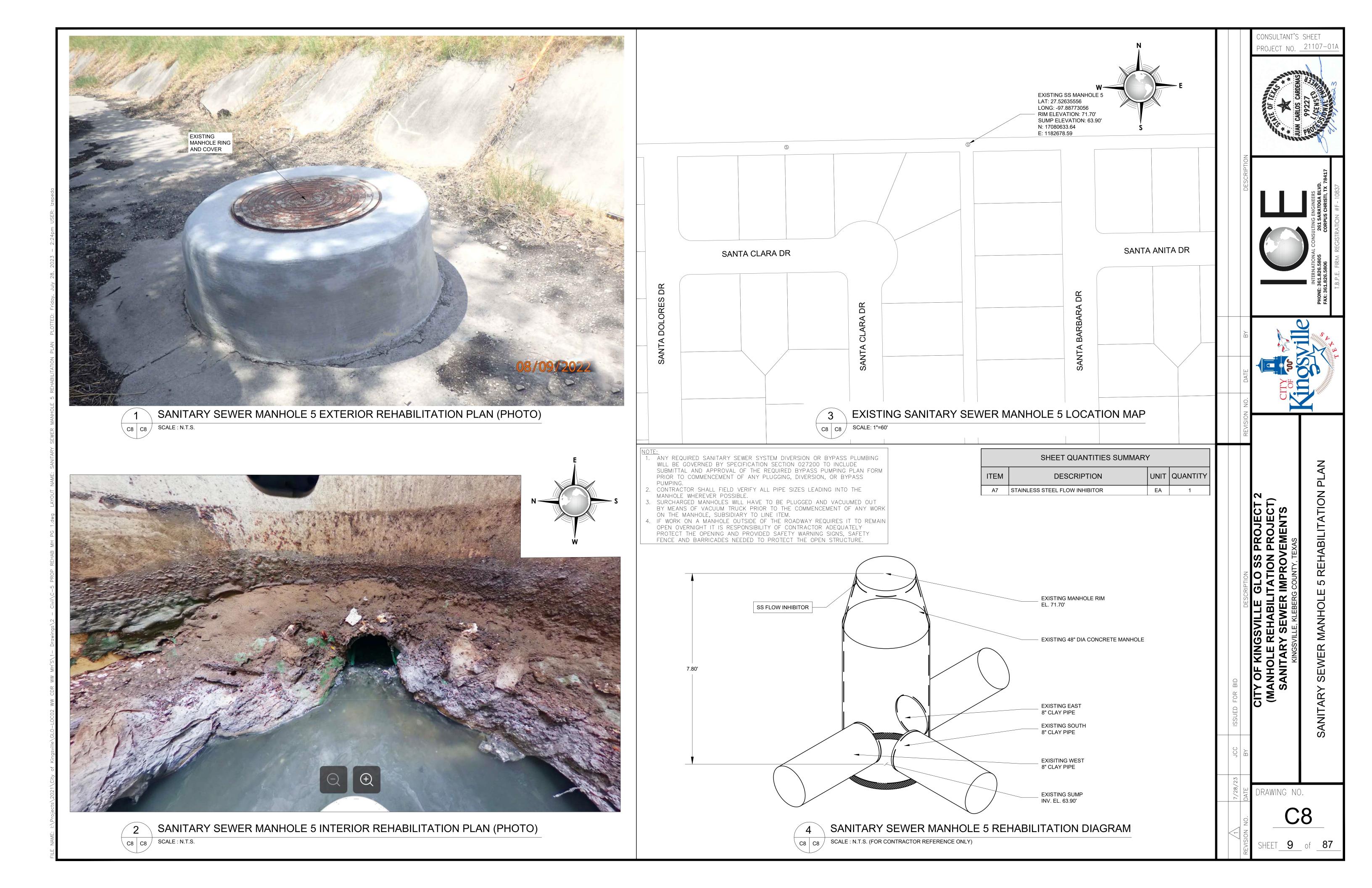


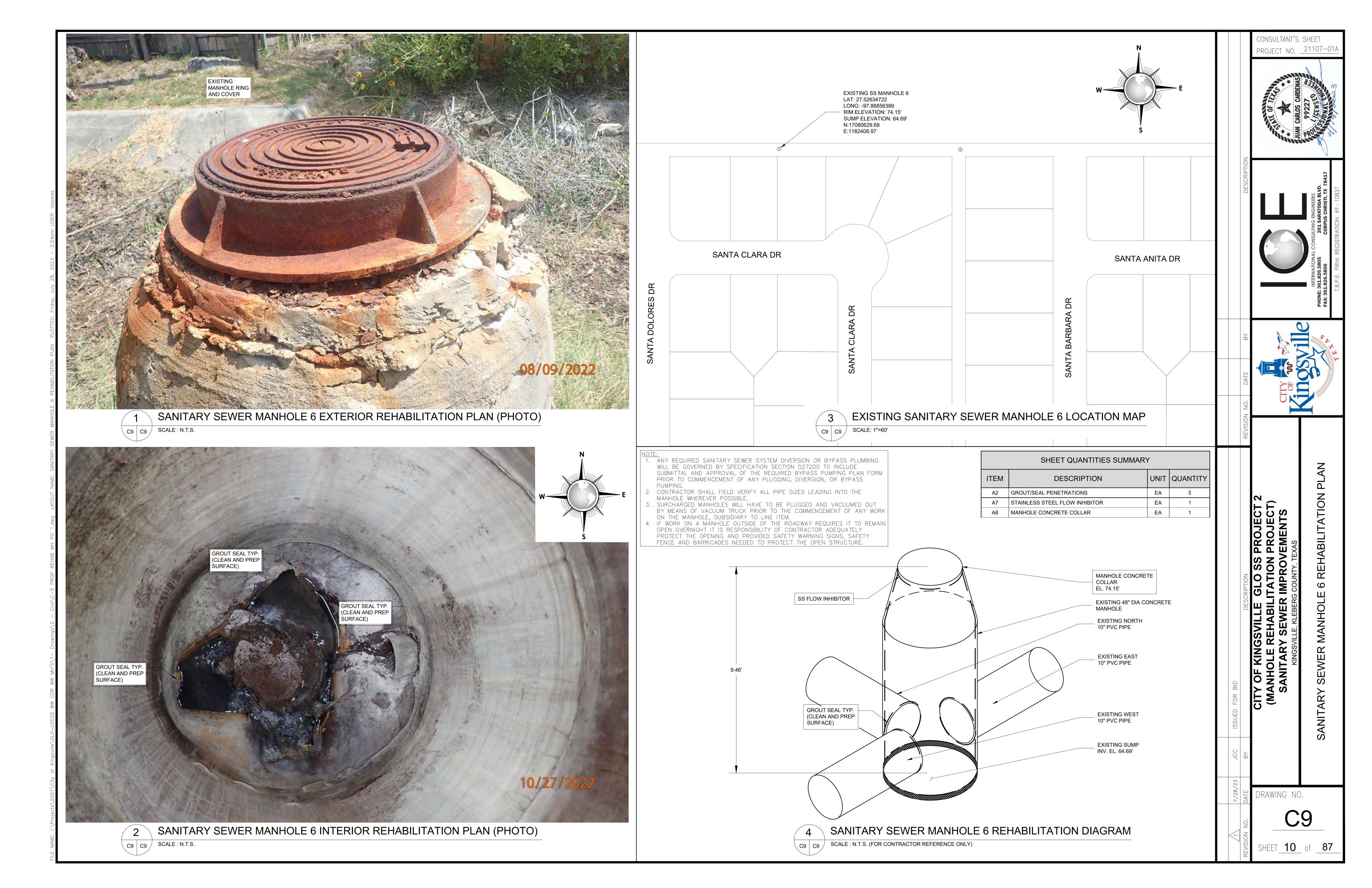


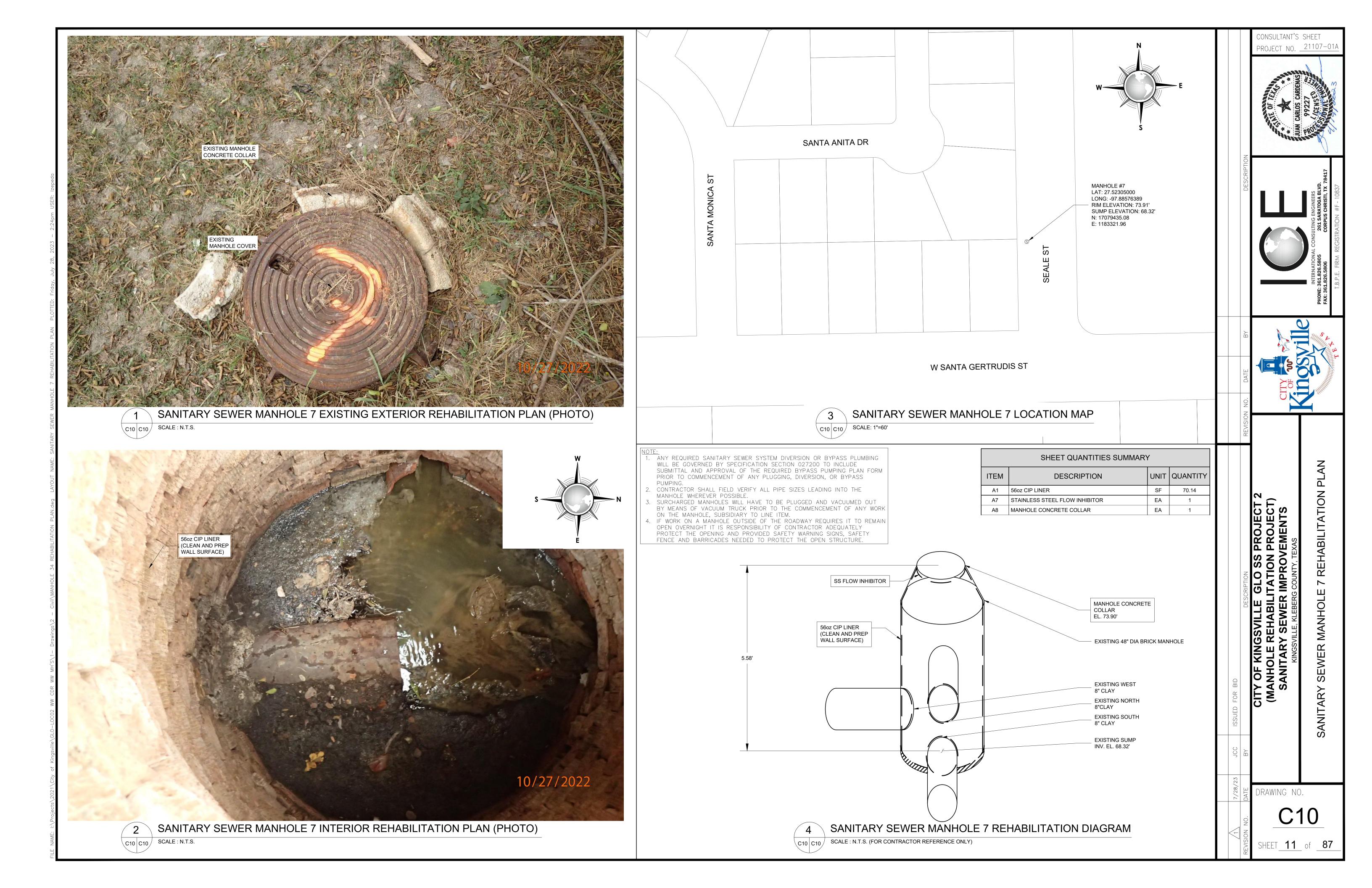


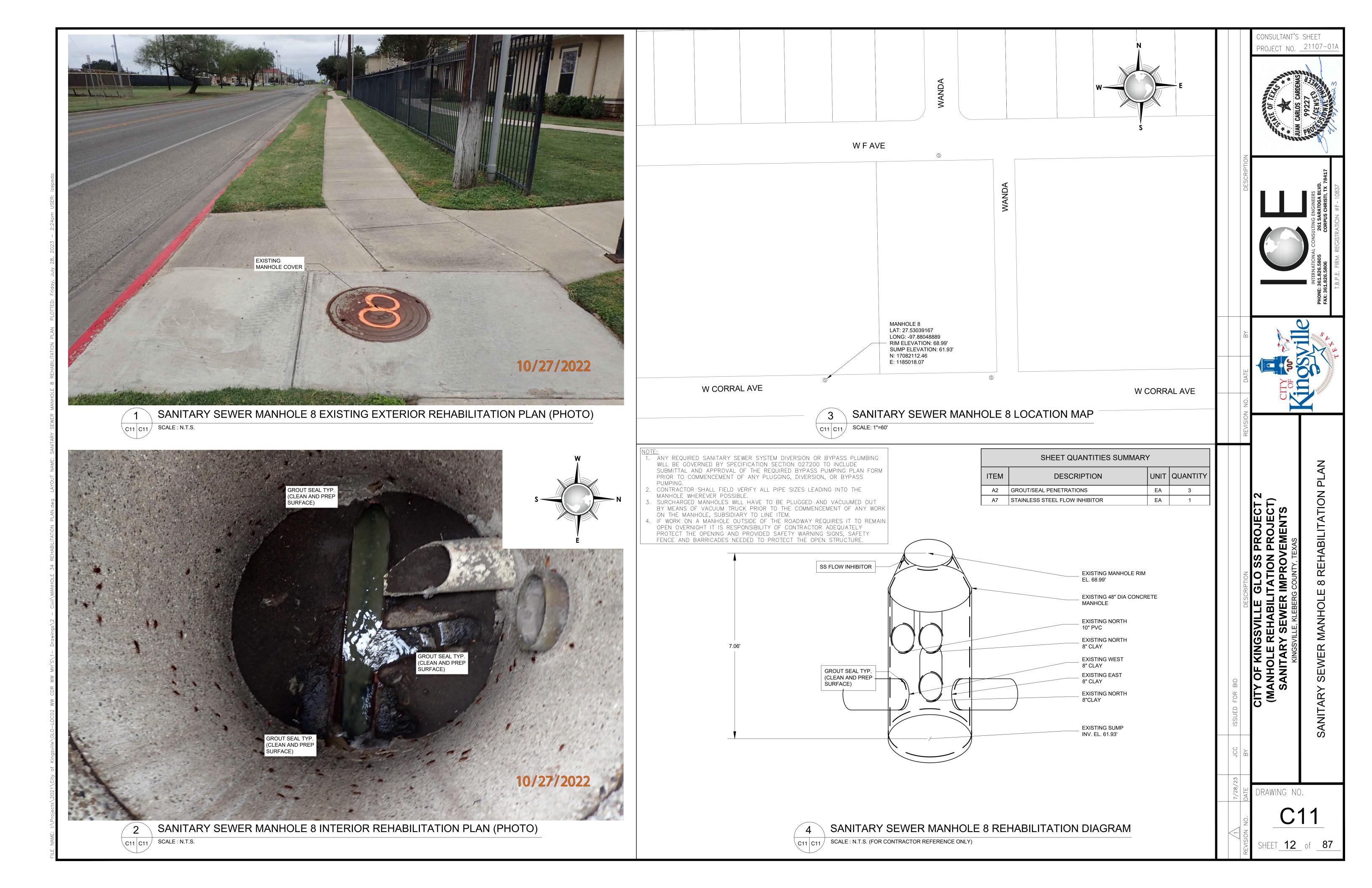
CONSULTANT'S SHEET

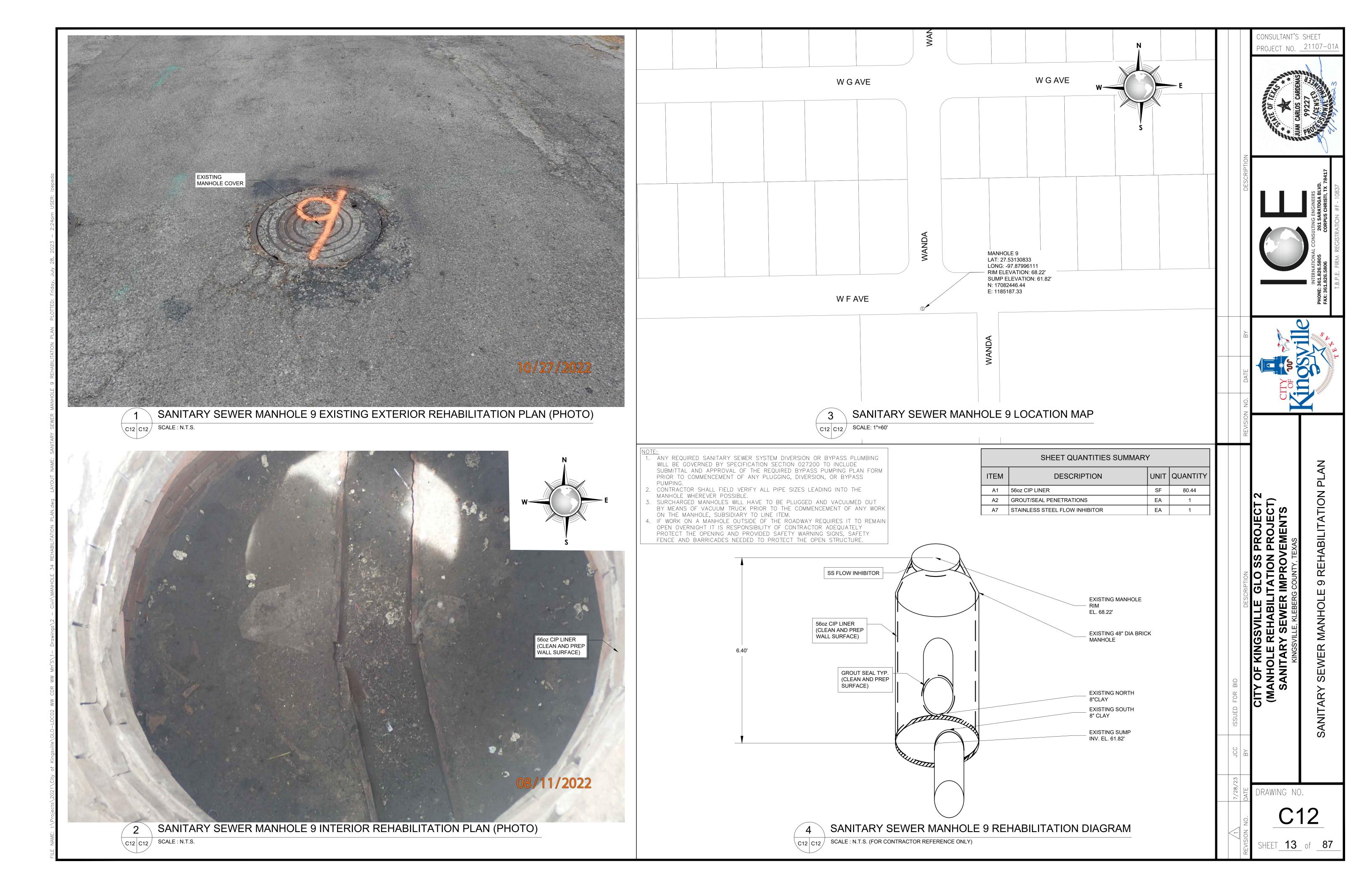
PROJECT NO. 21107-01A

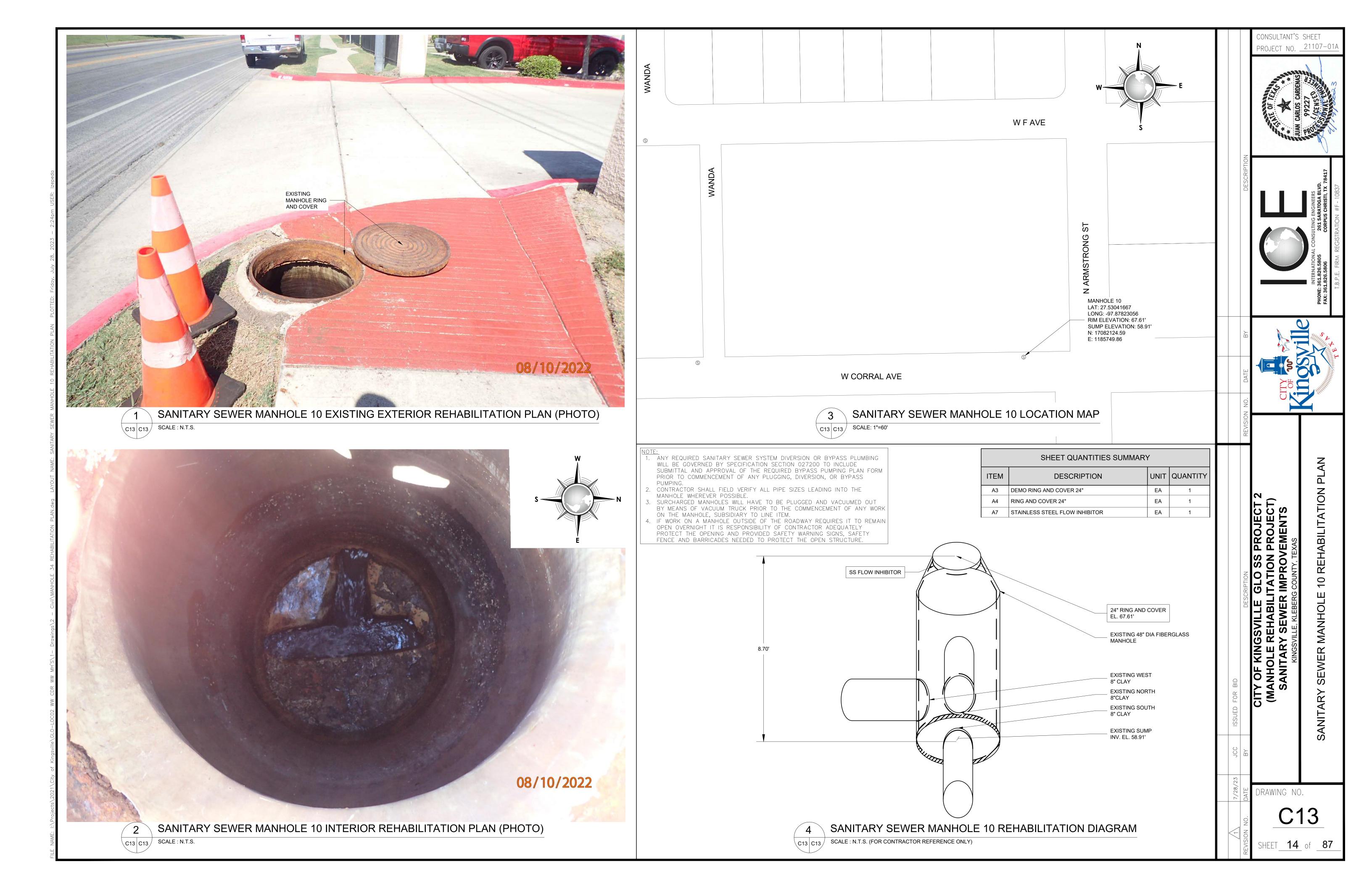


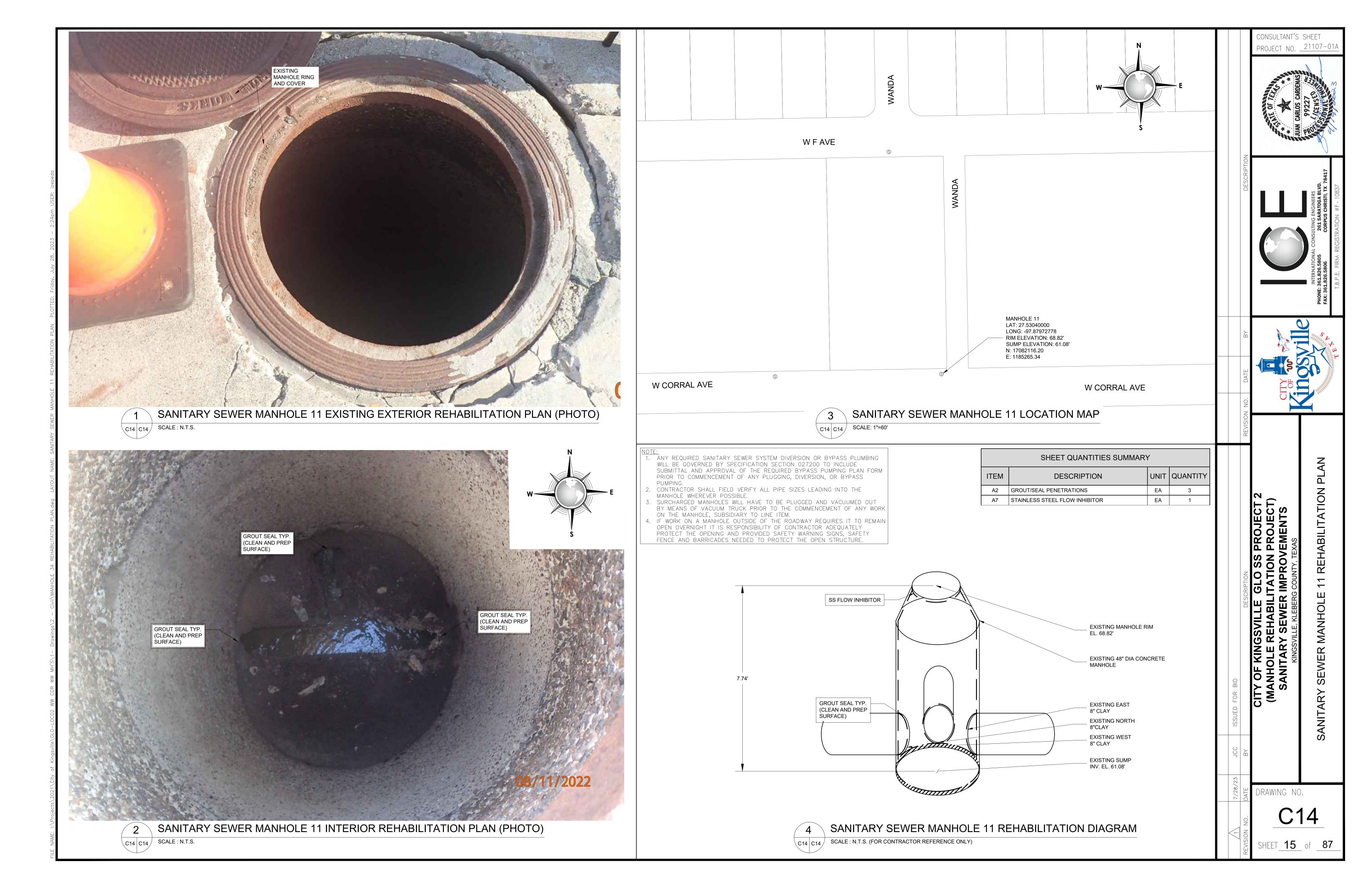


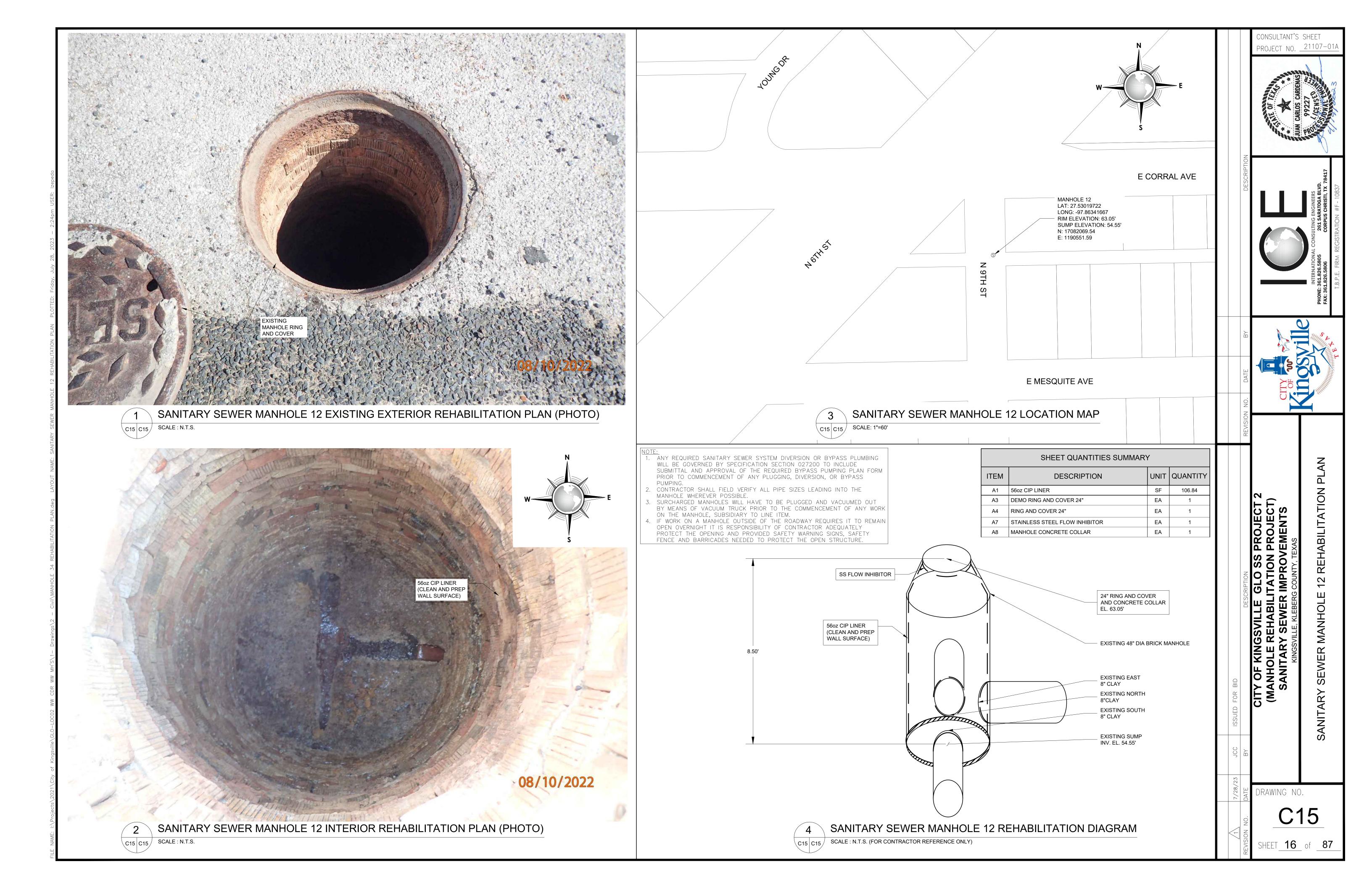


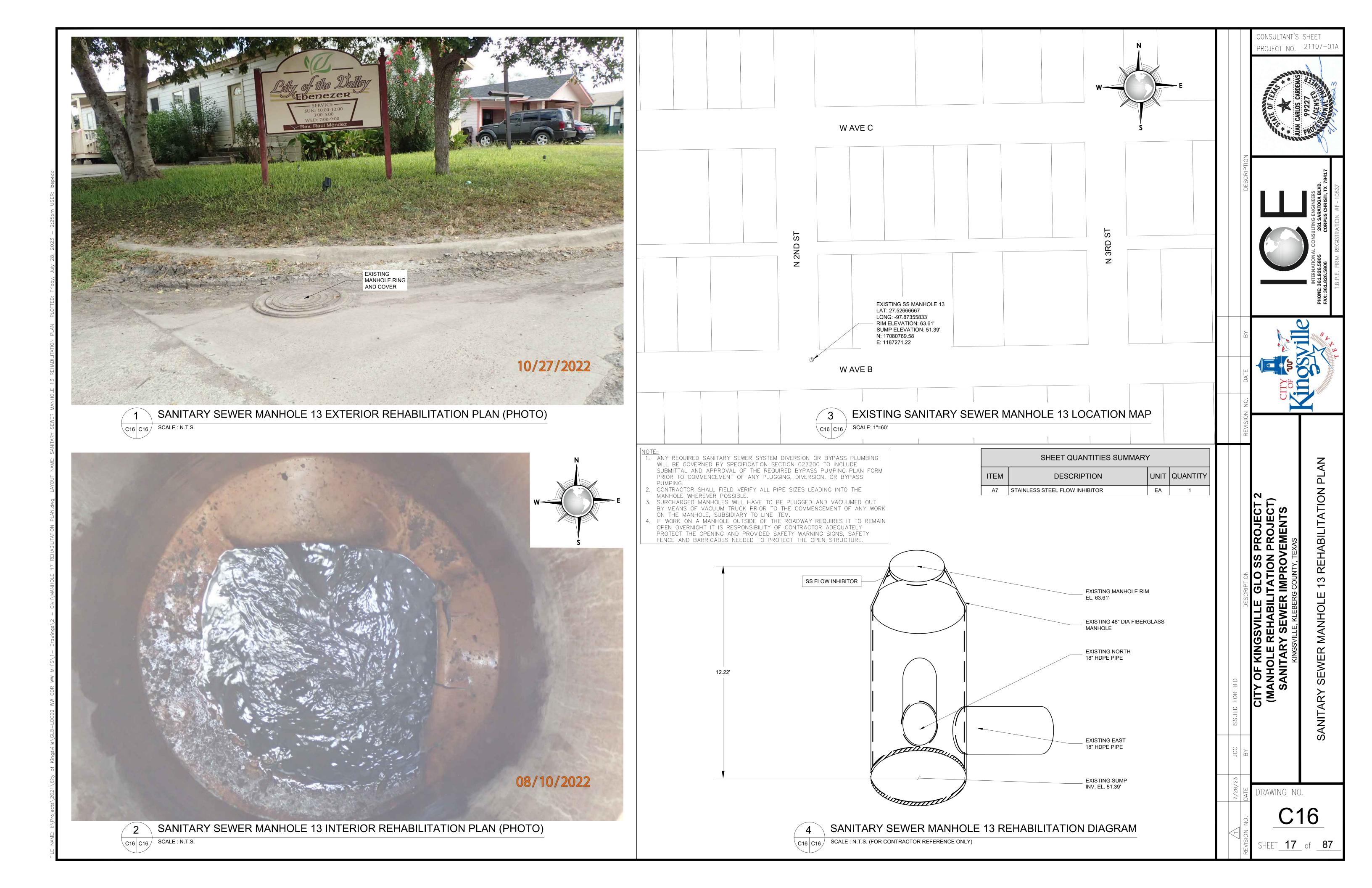


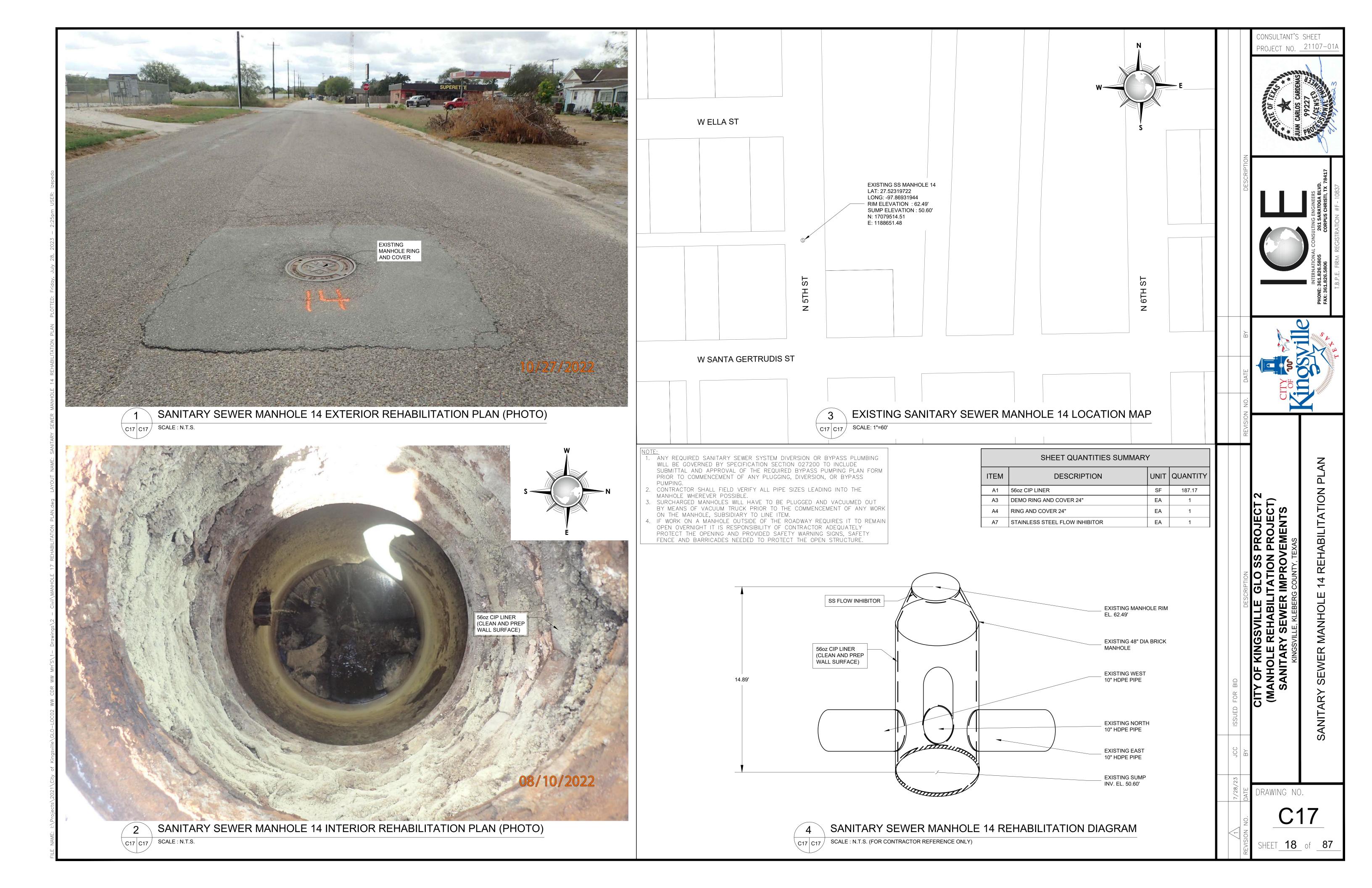


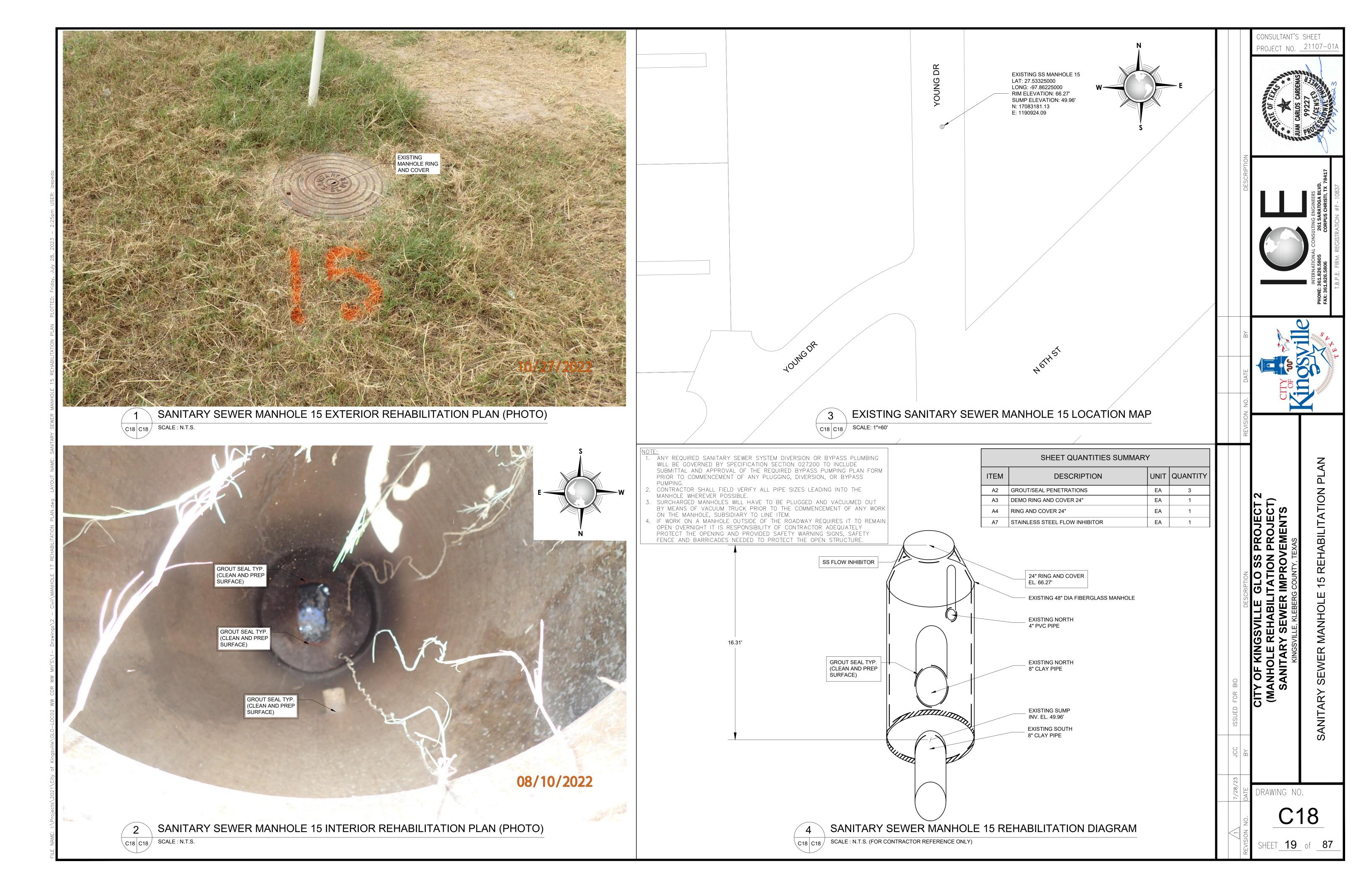


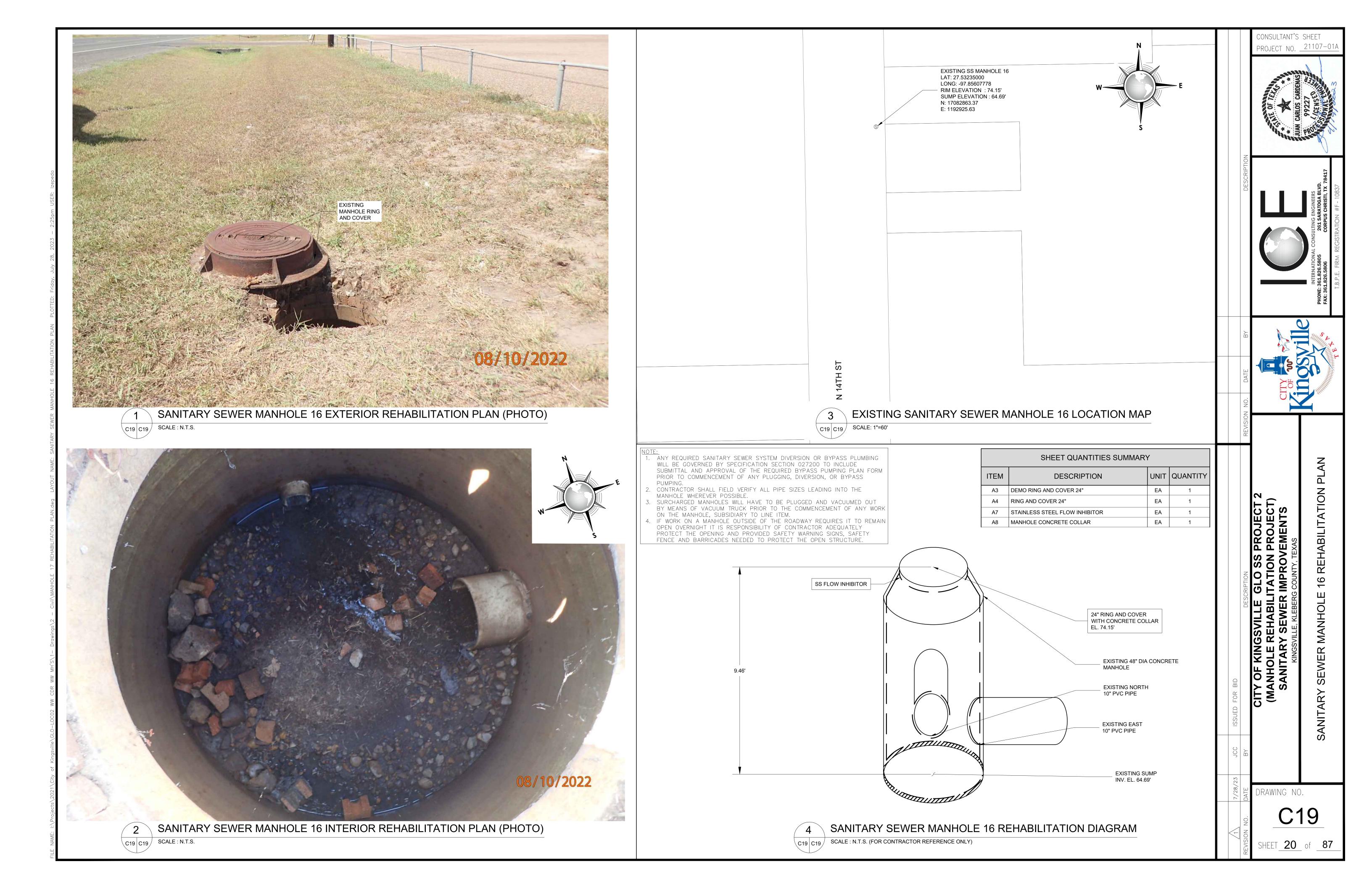


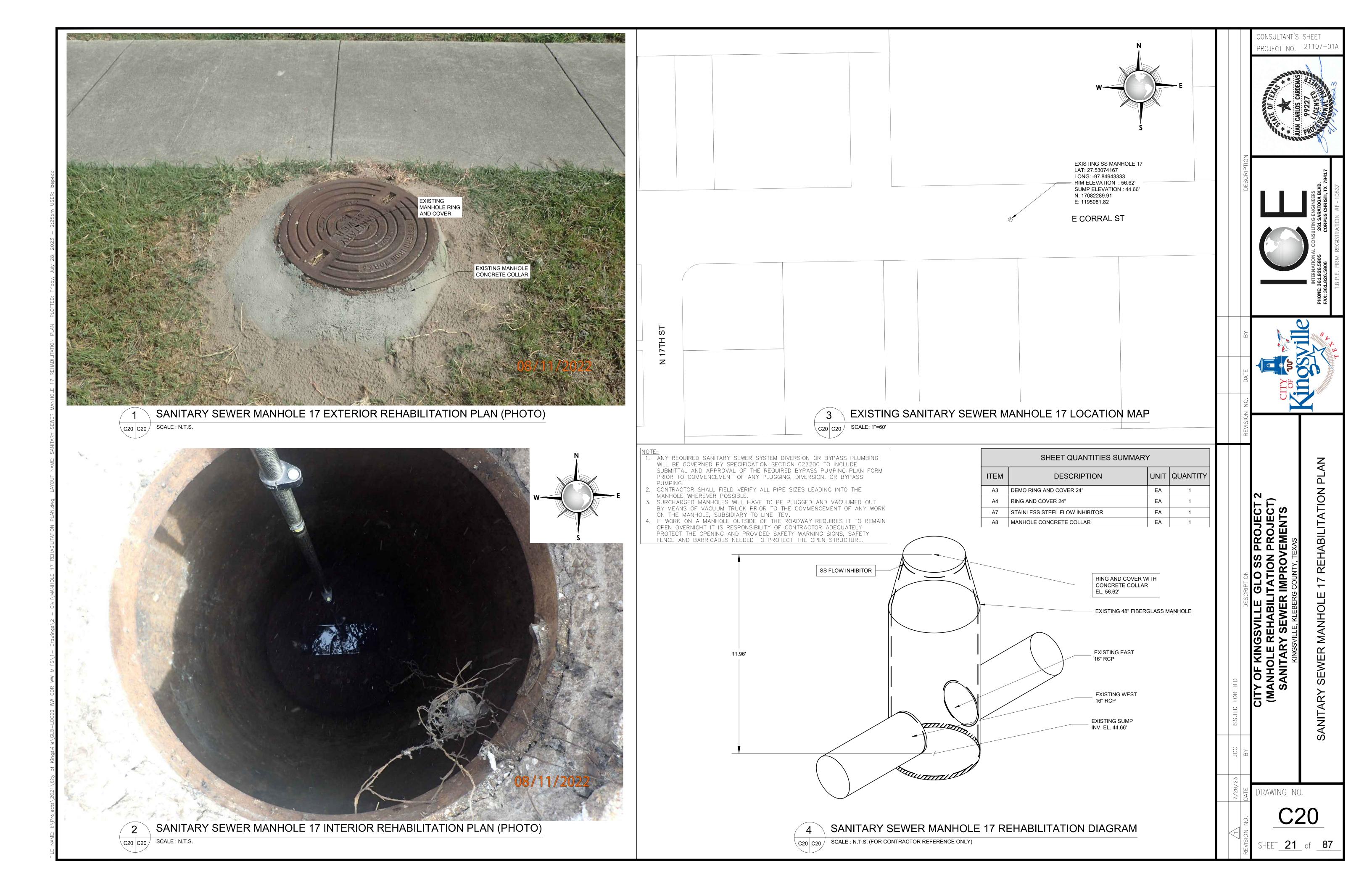


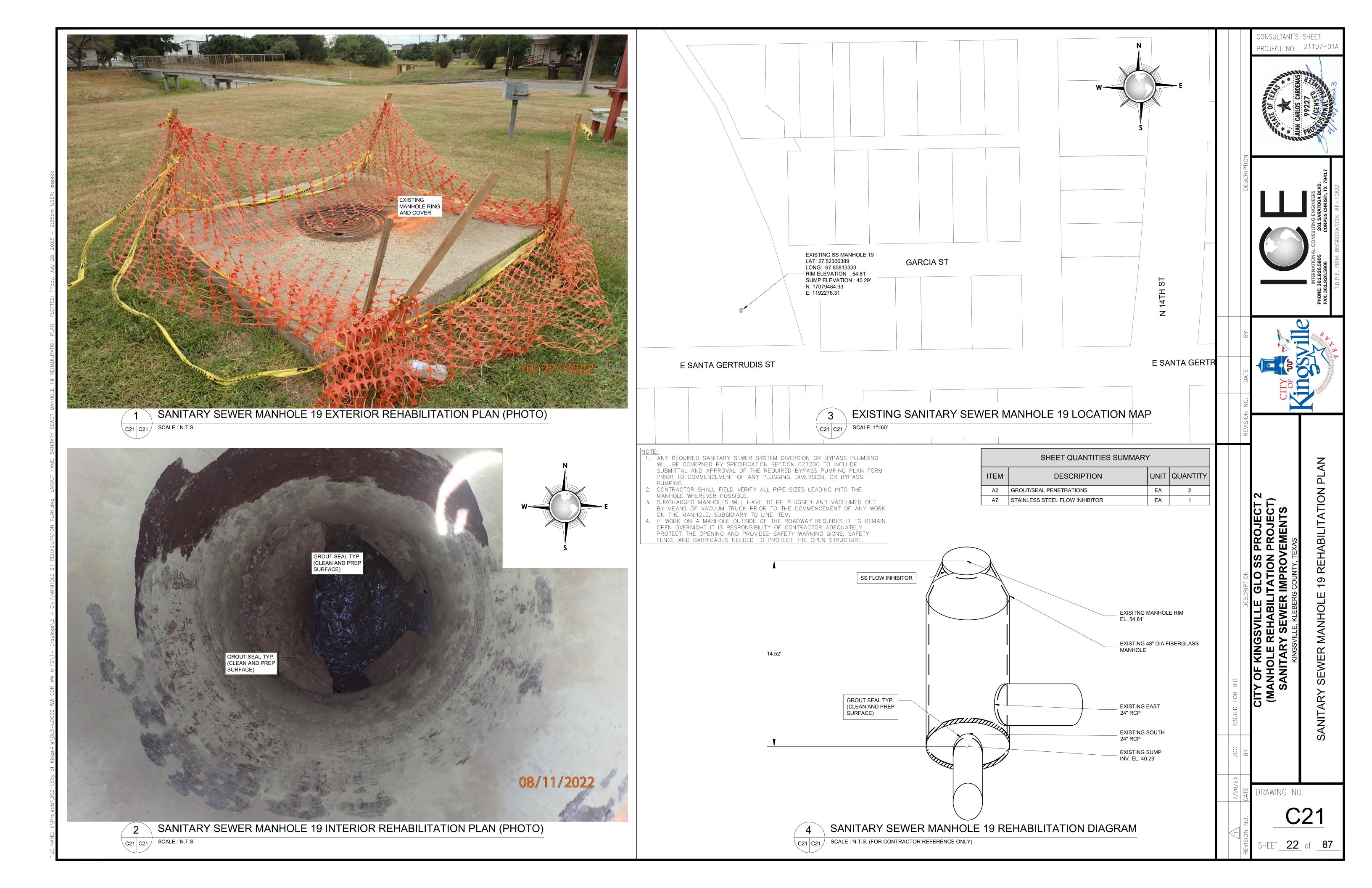


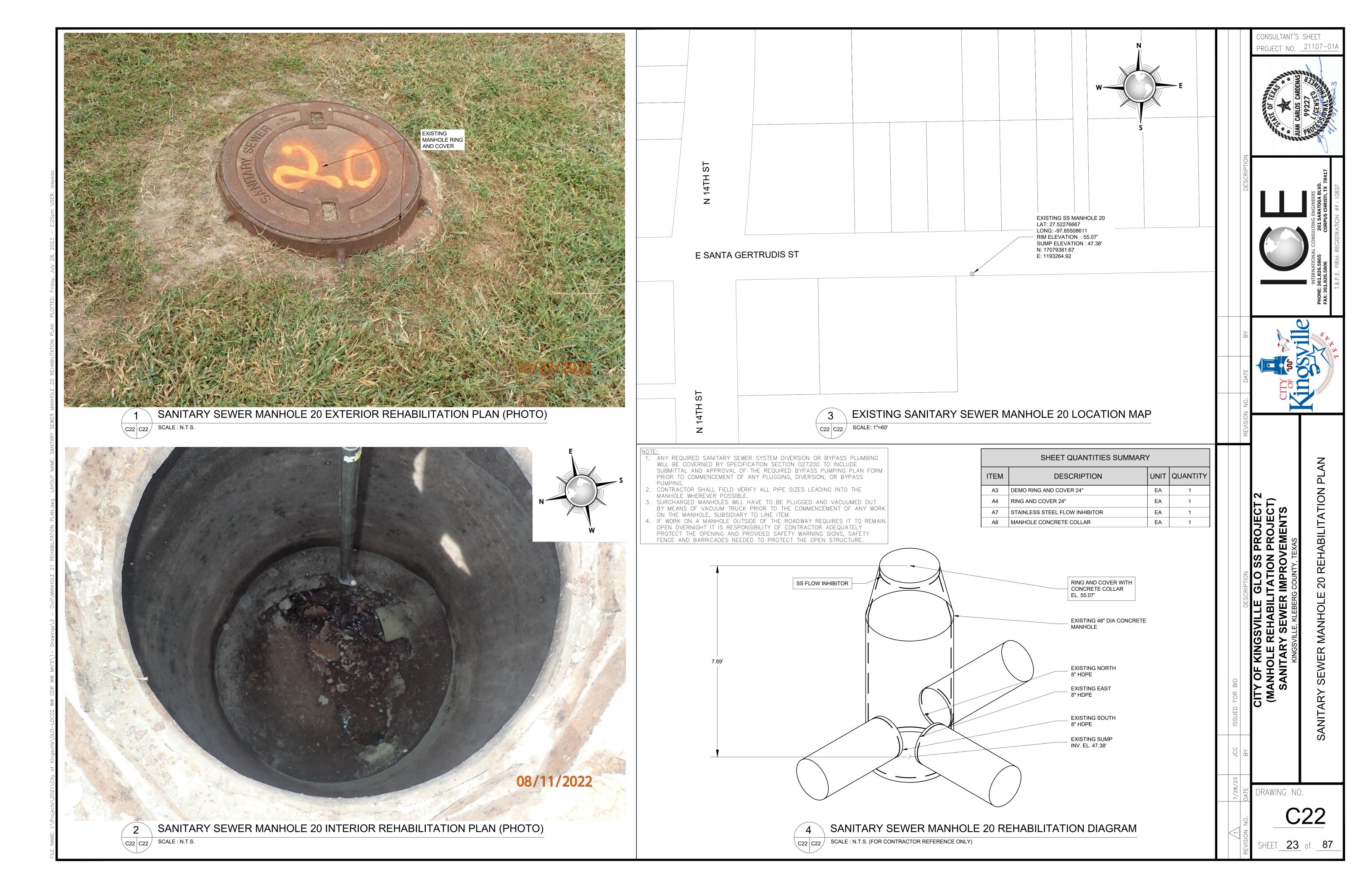


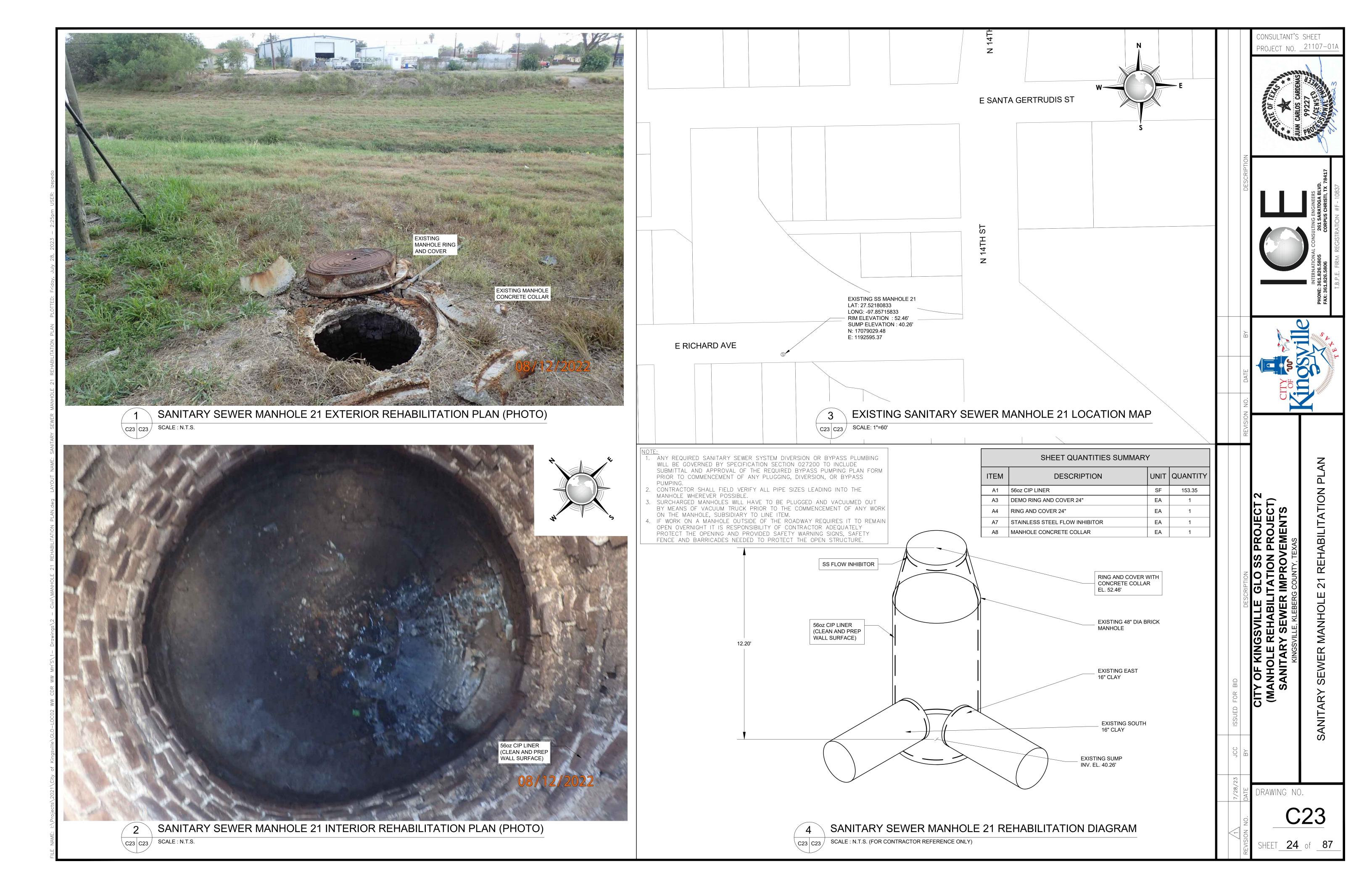


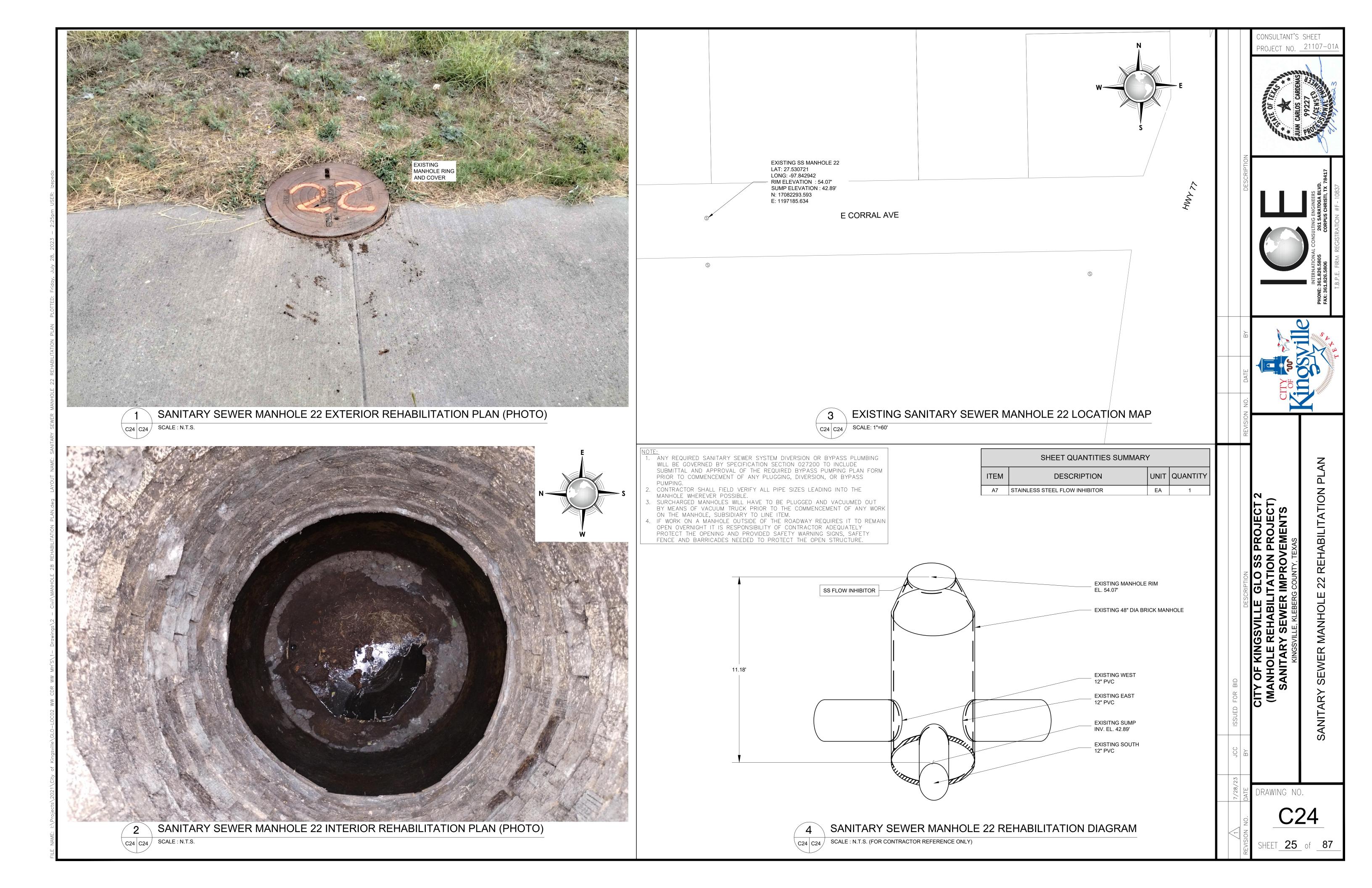


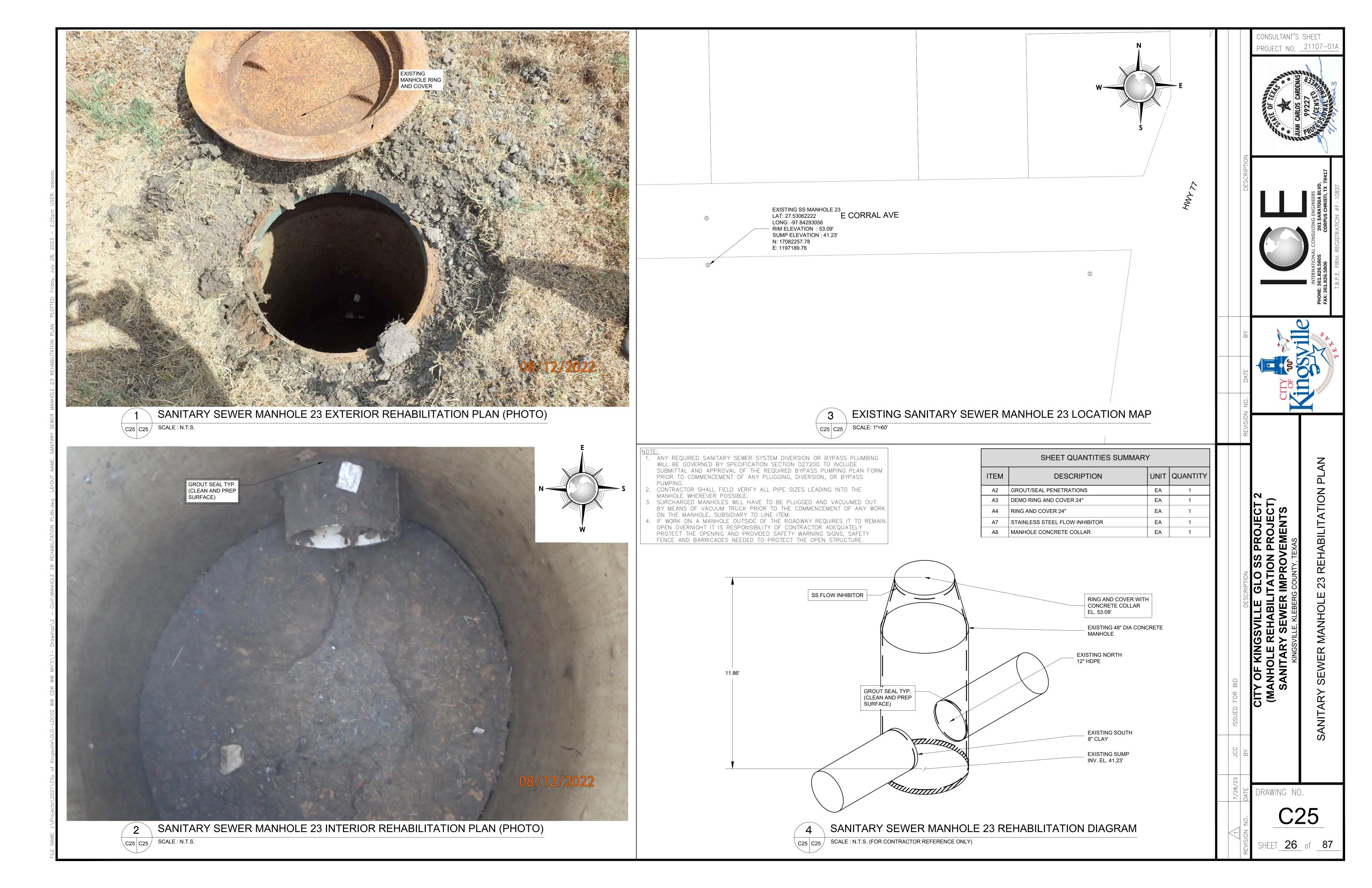


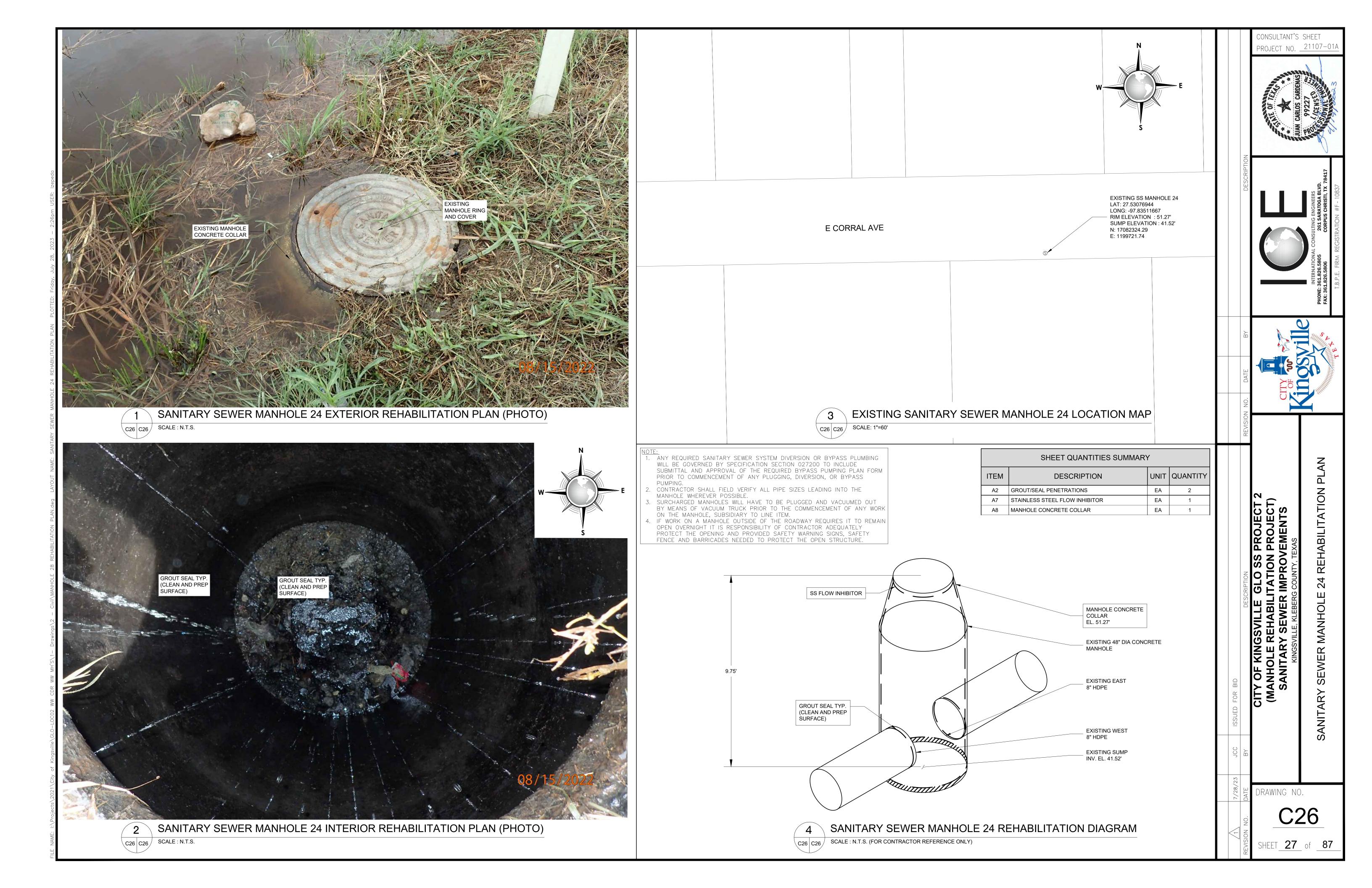


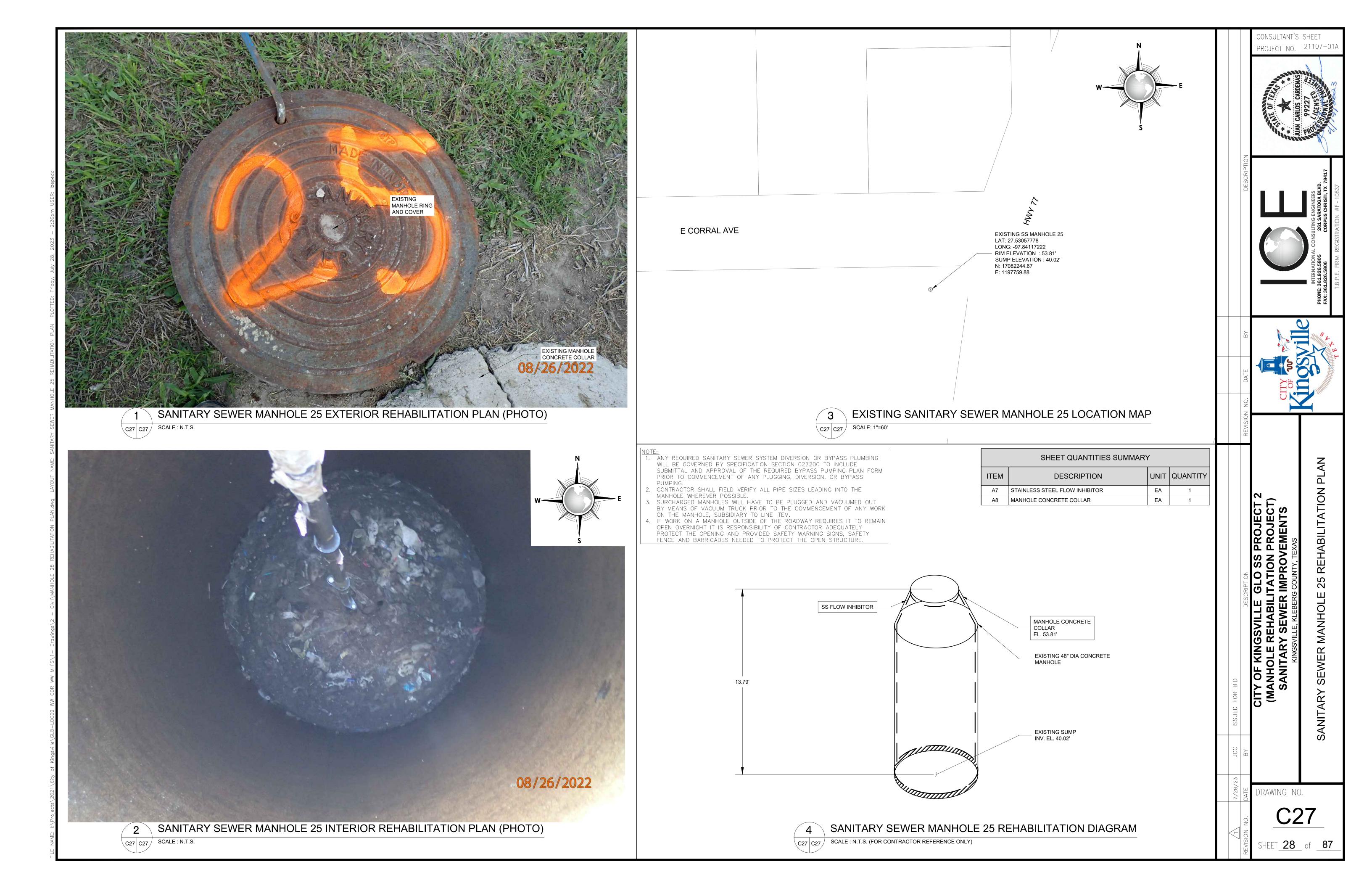


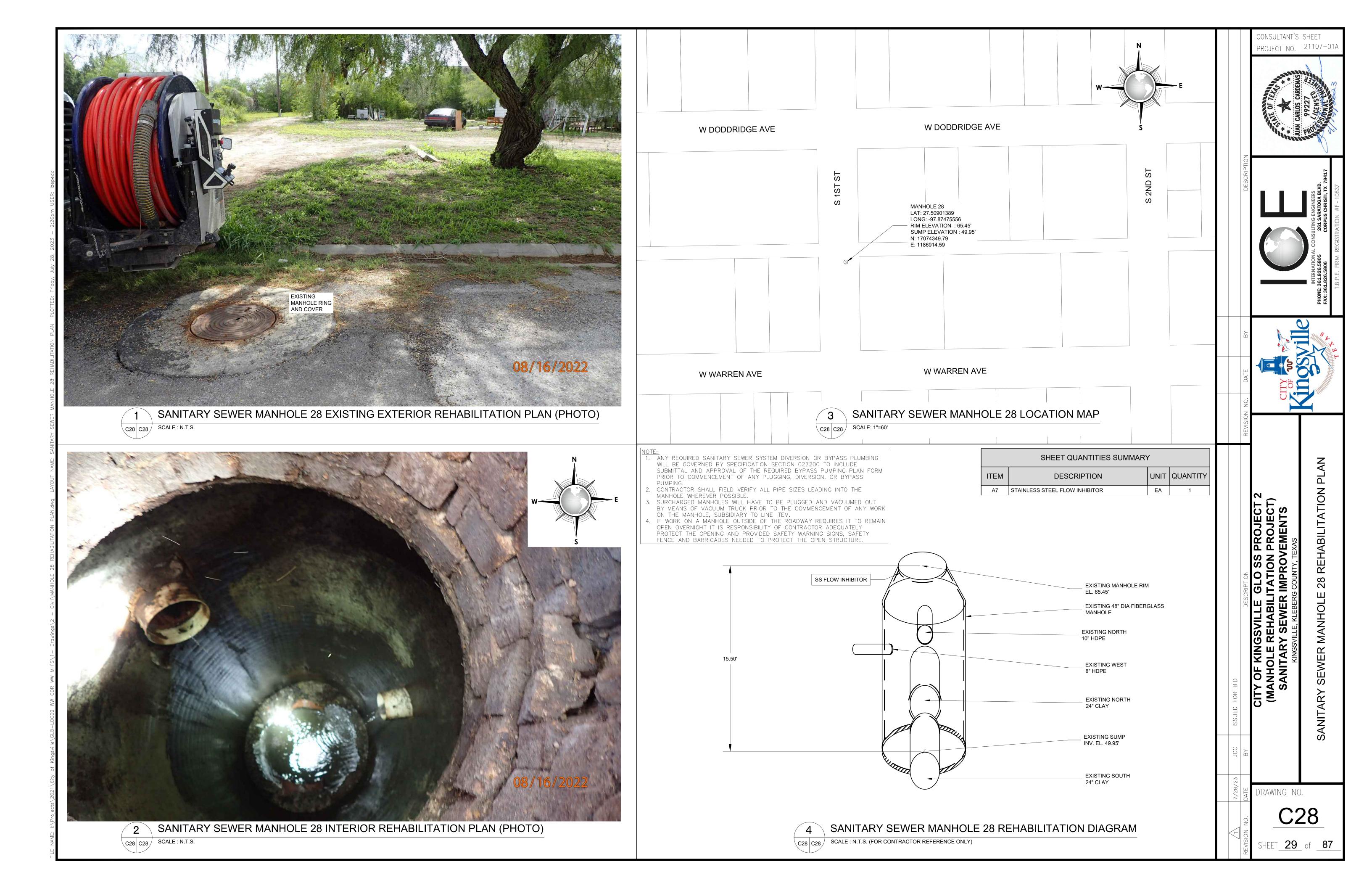


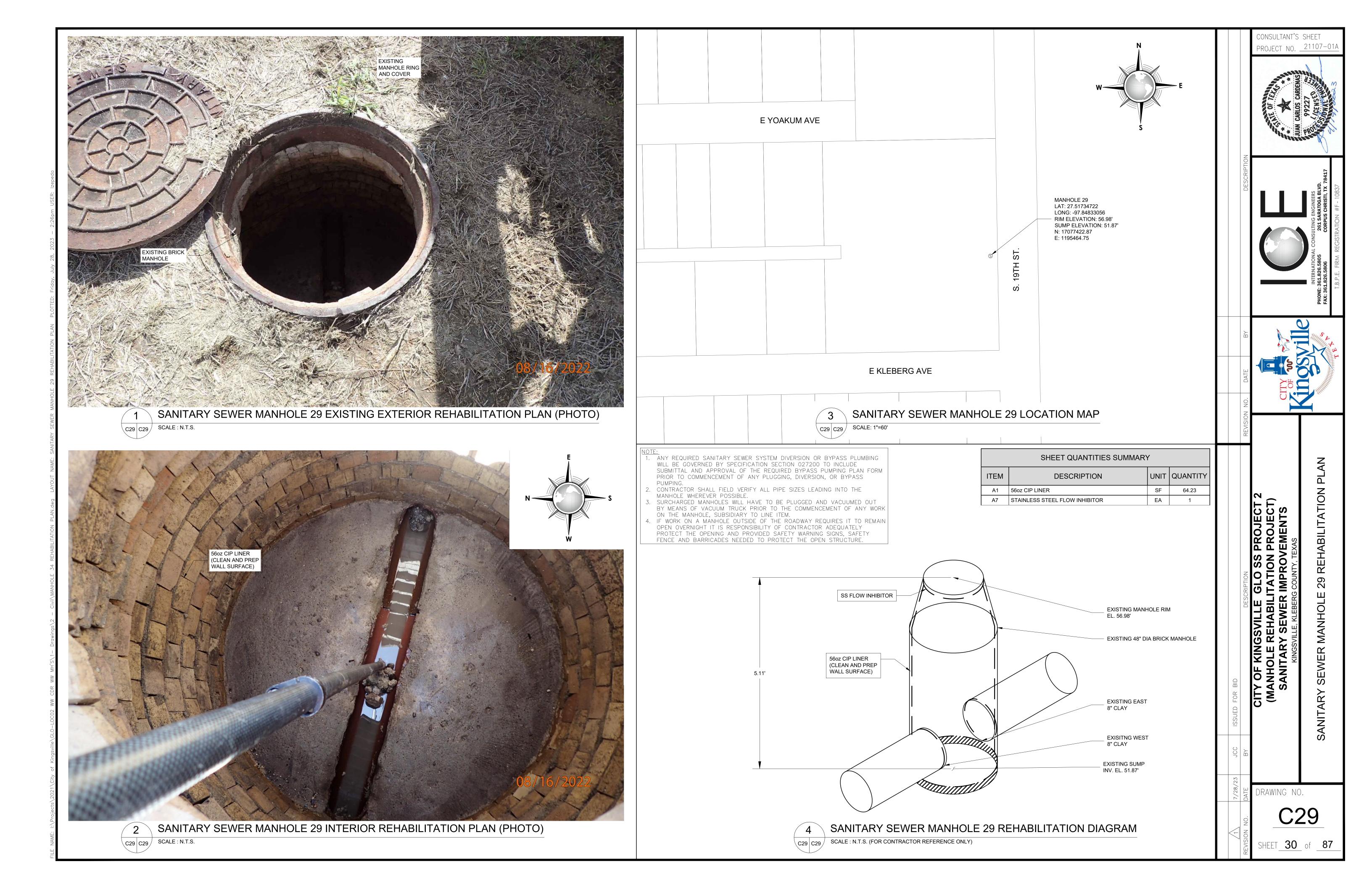


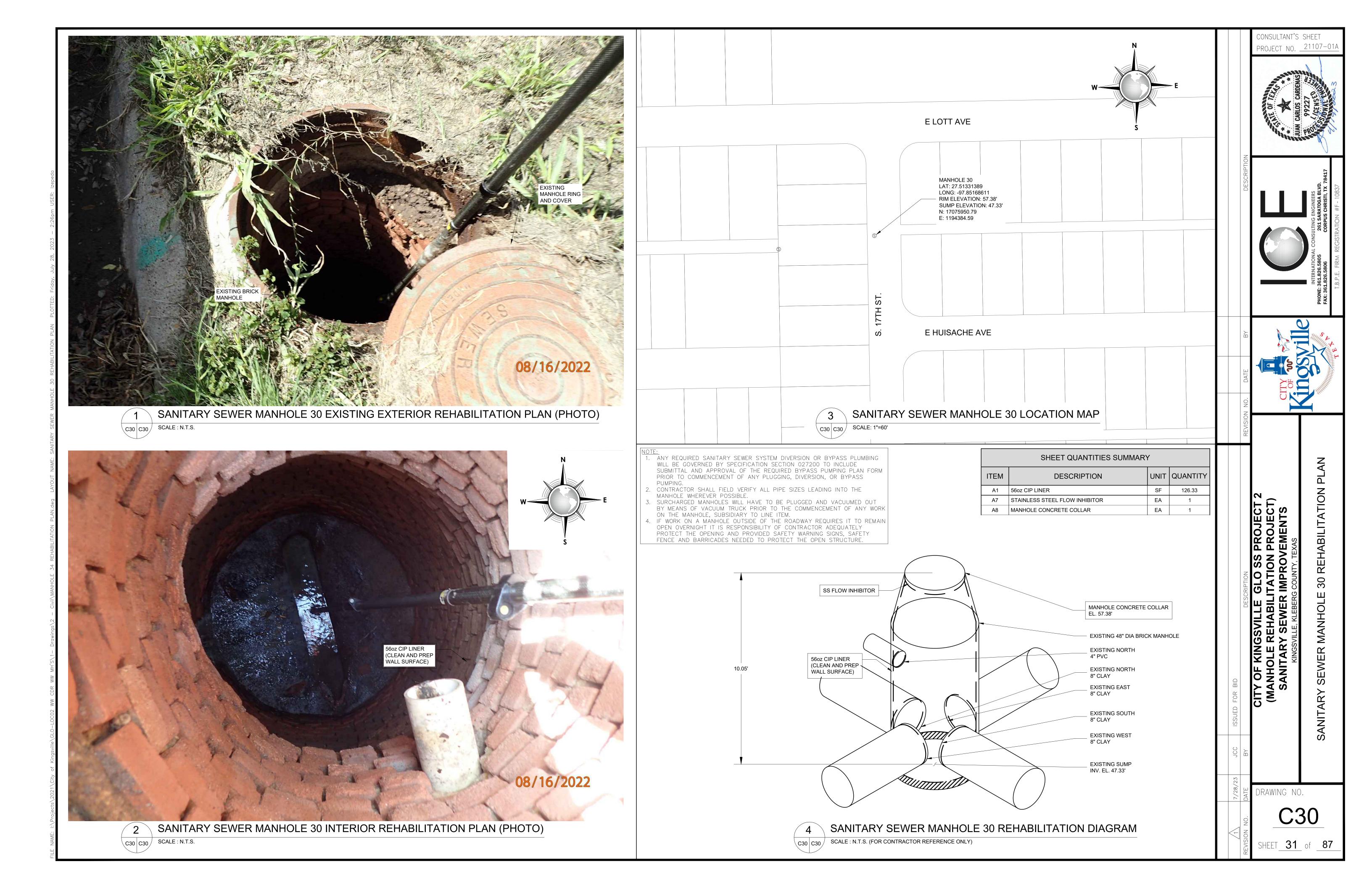


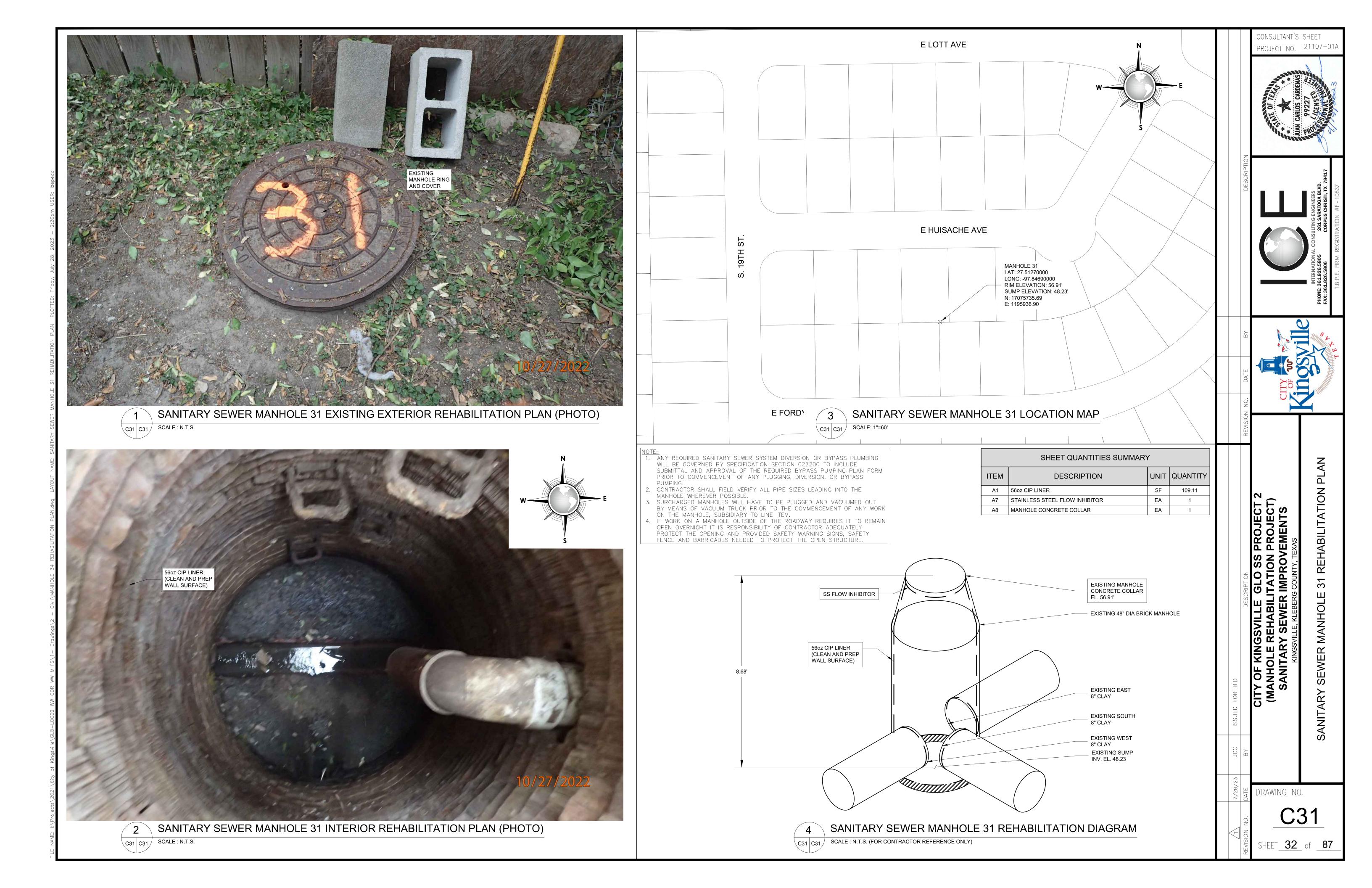


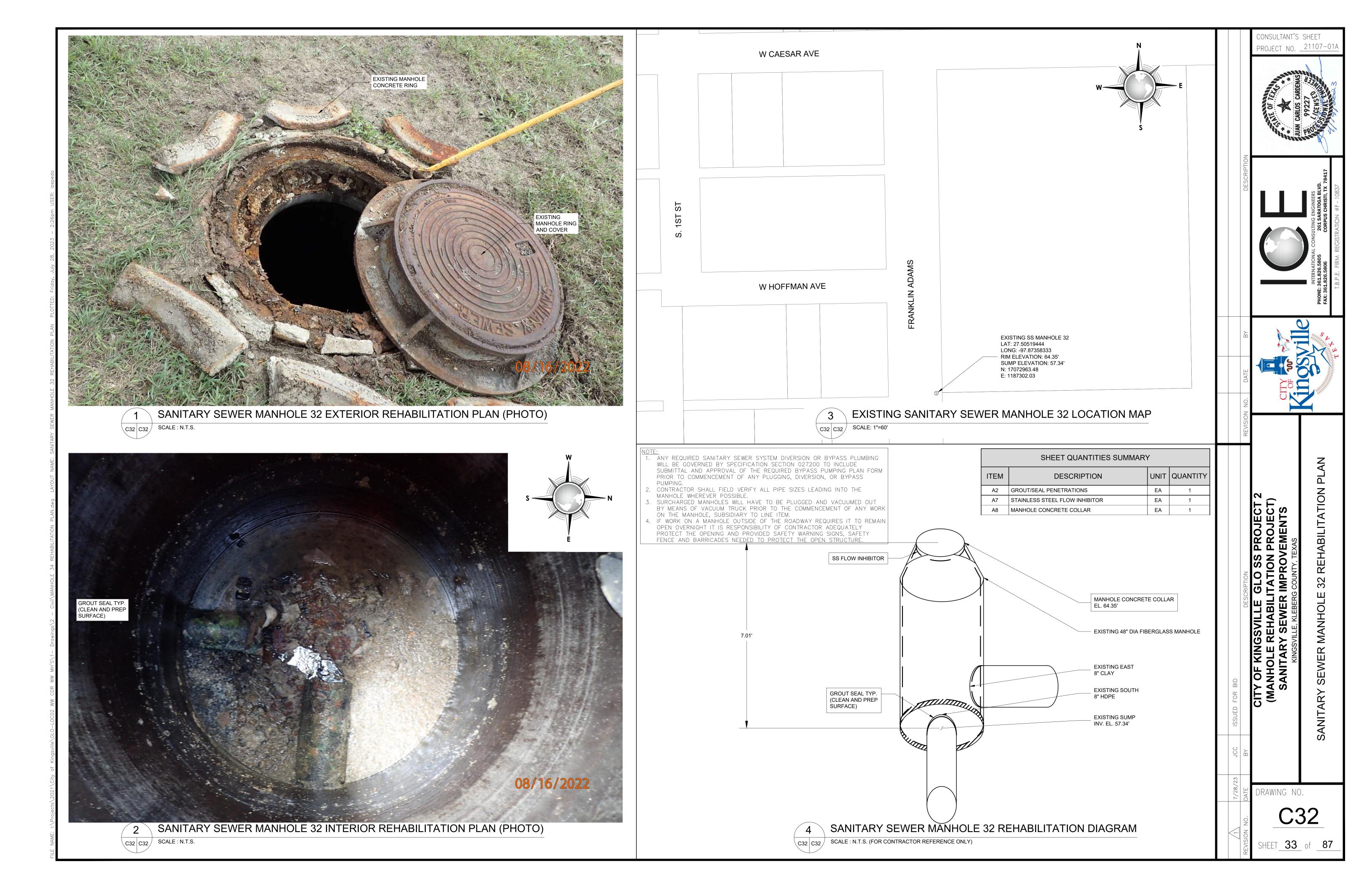


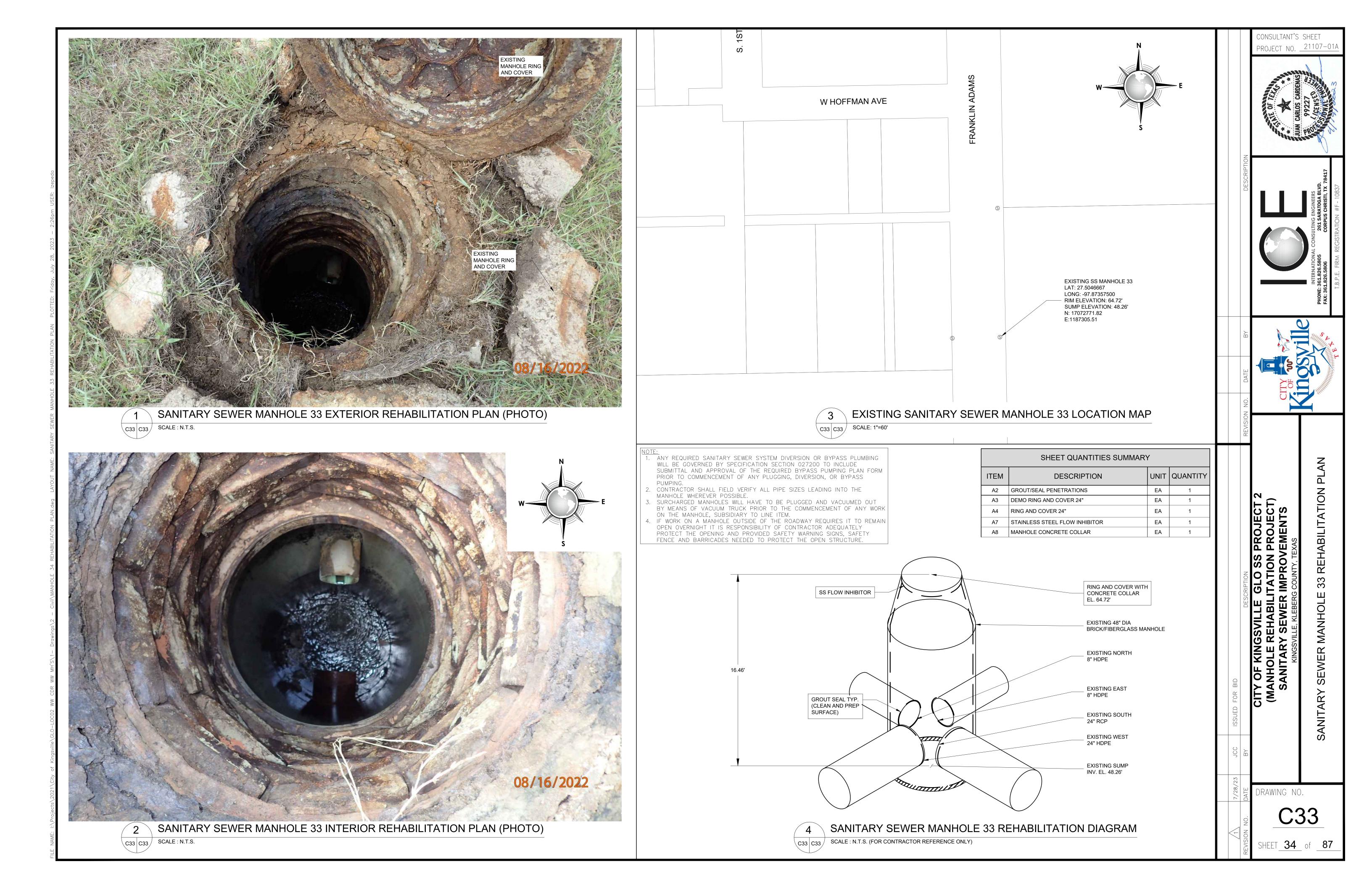


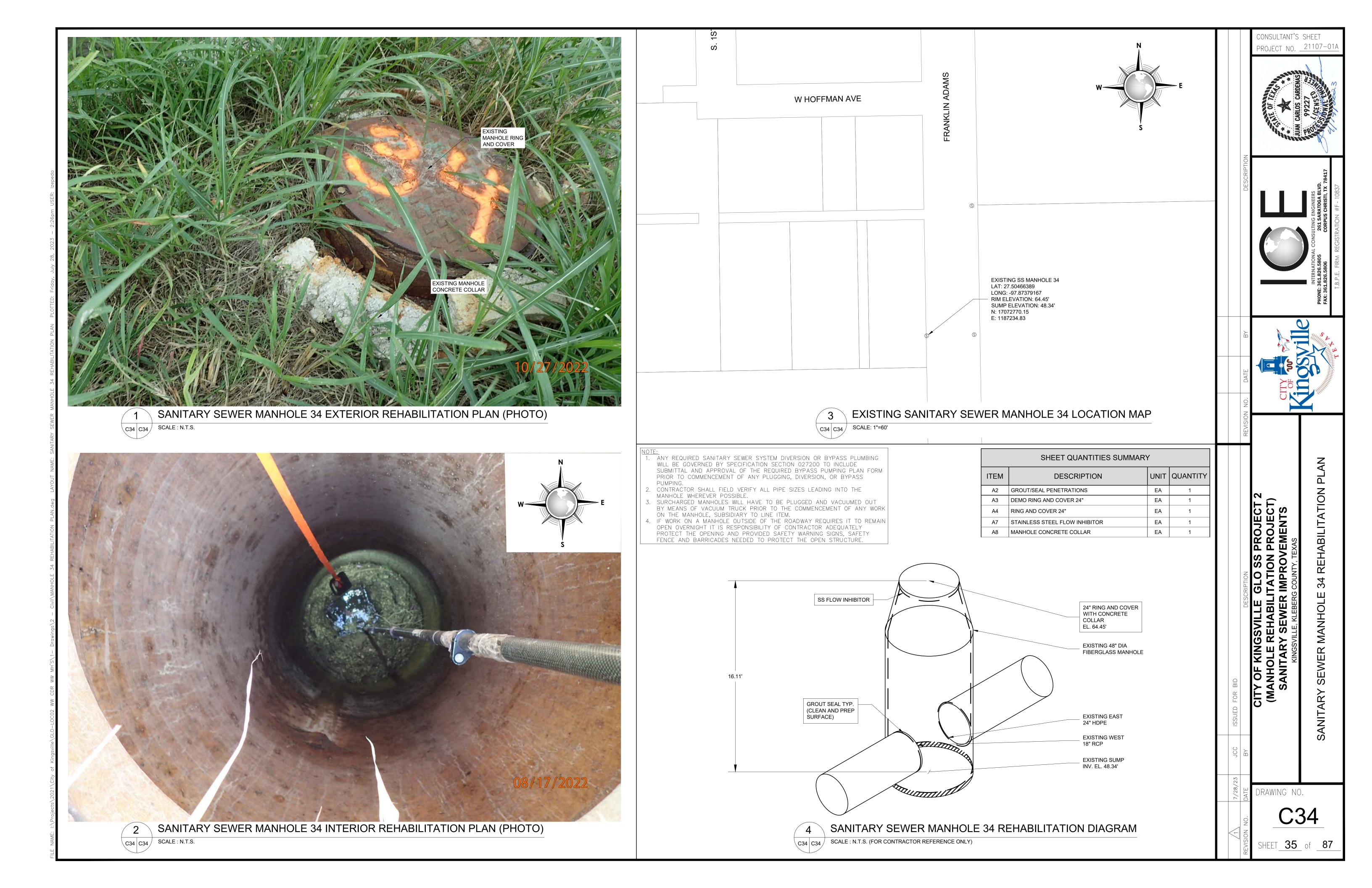


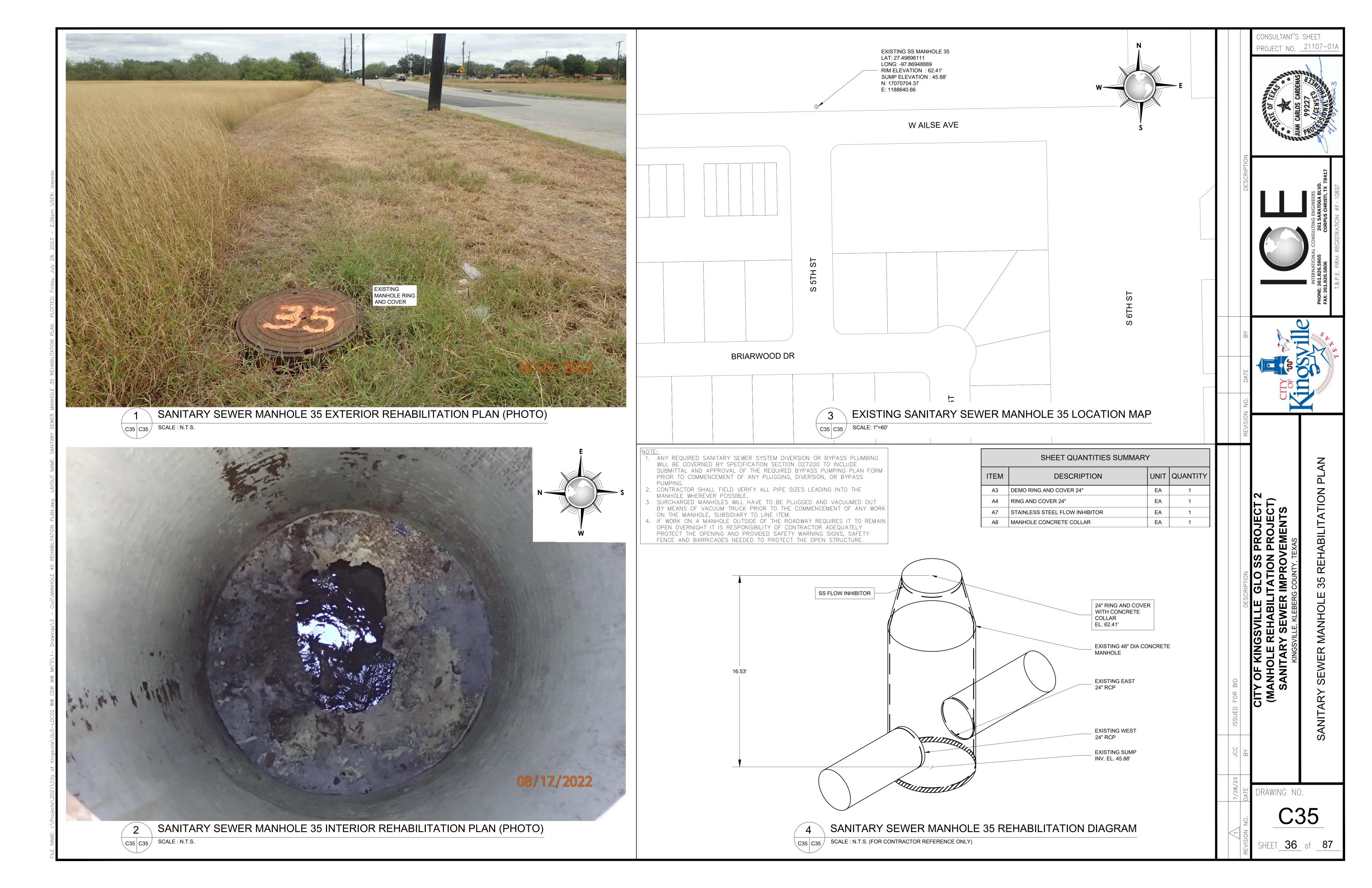


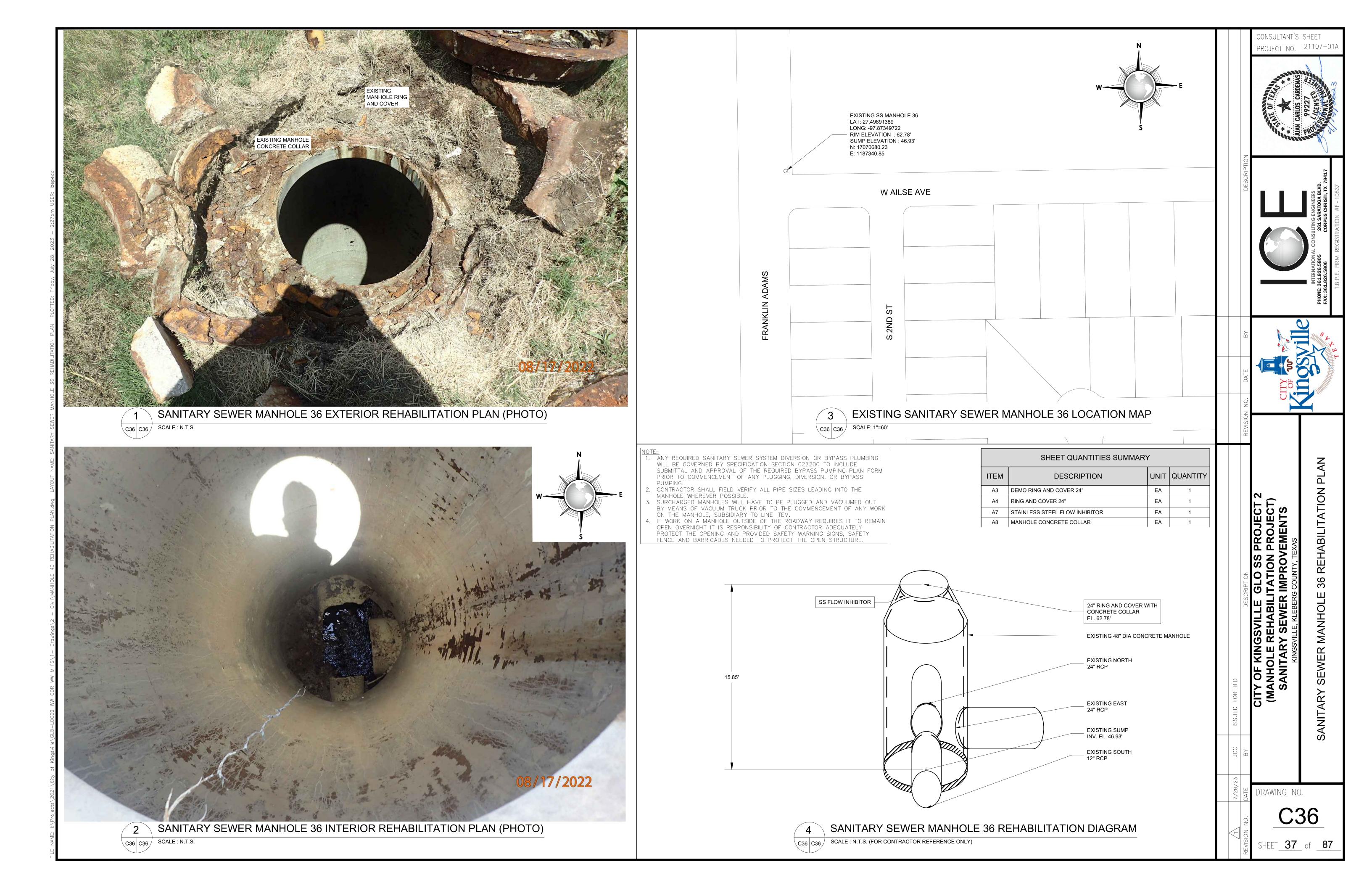


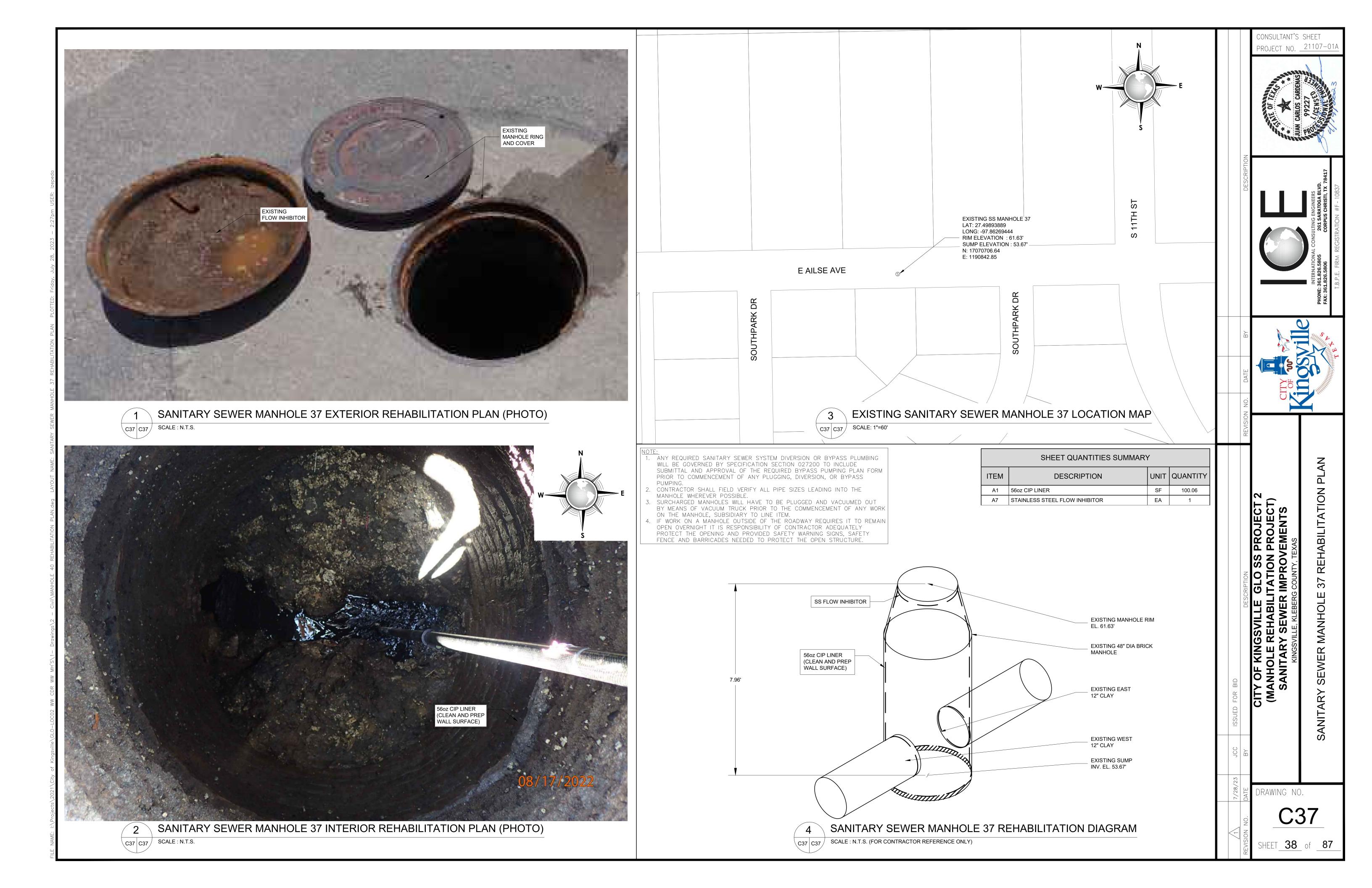


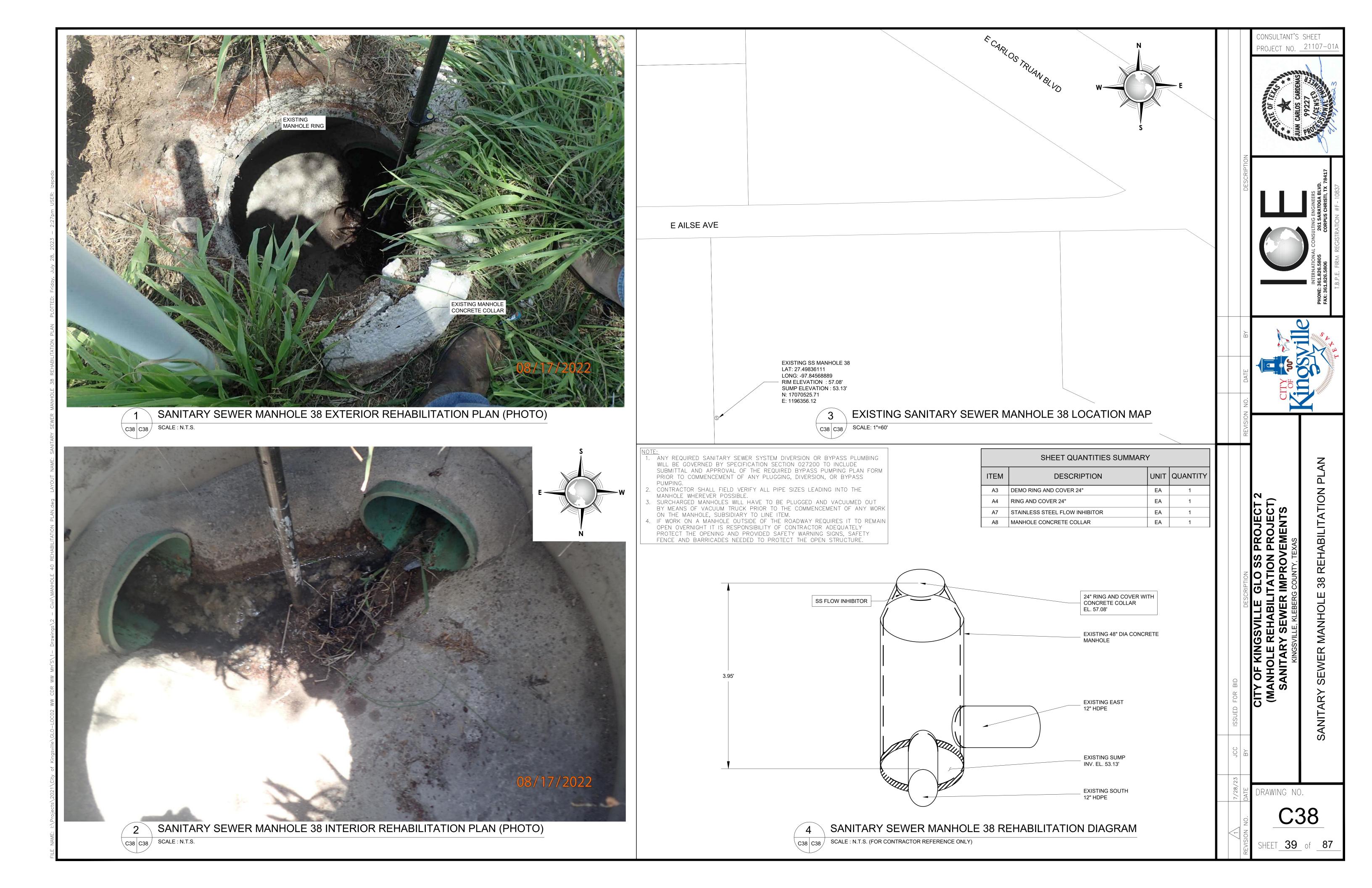


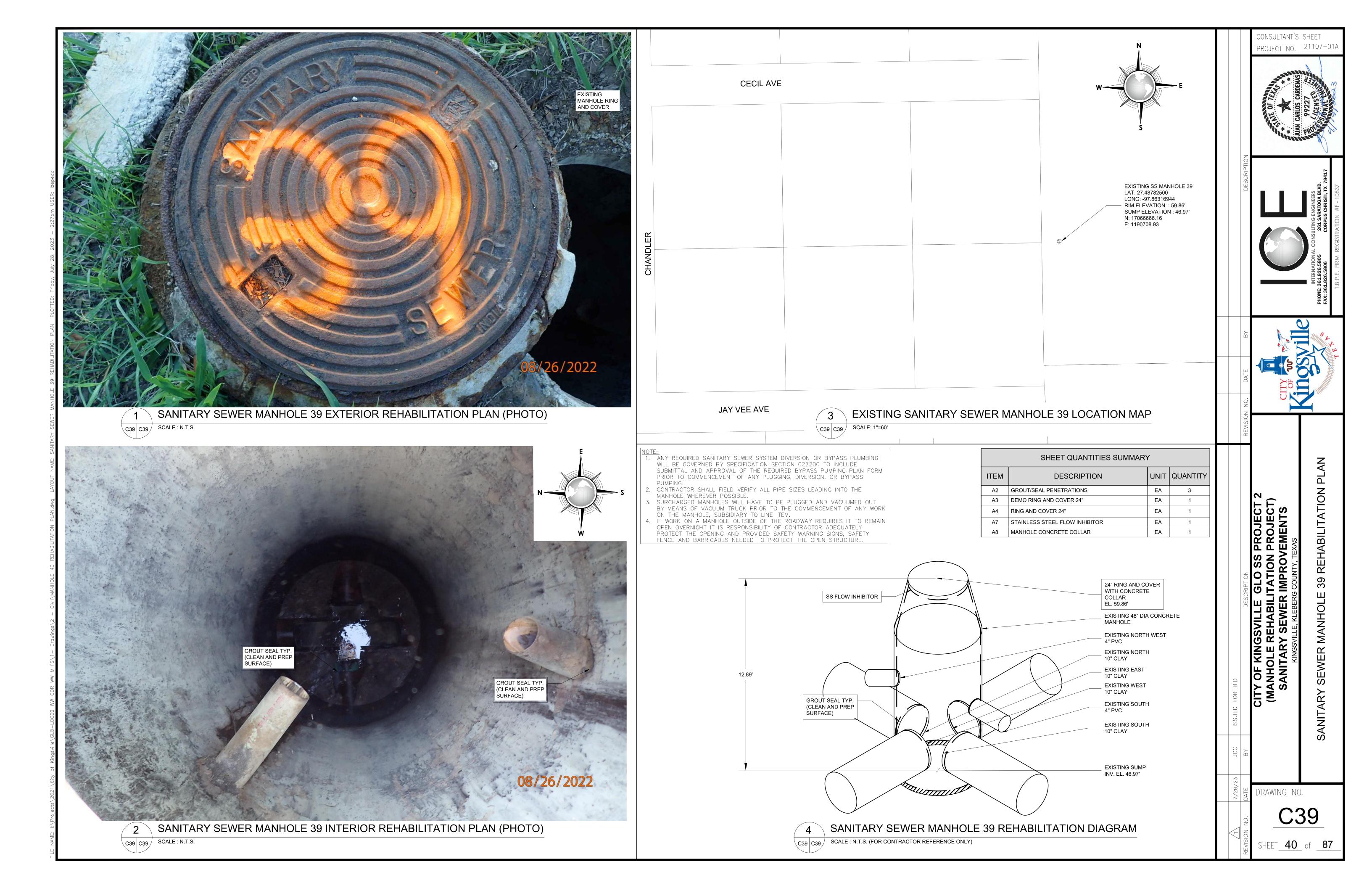


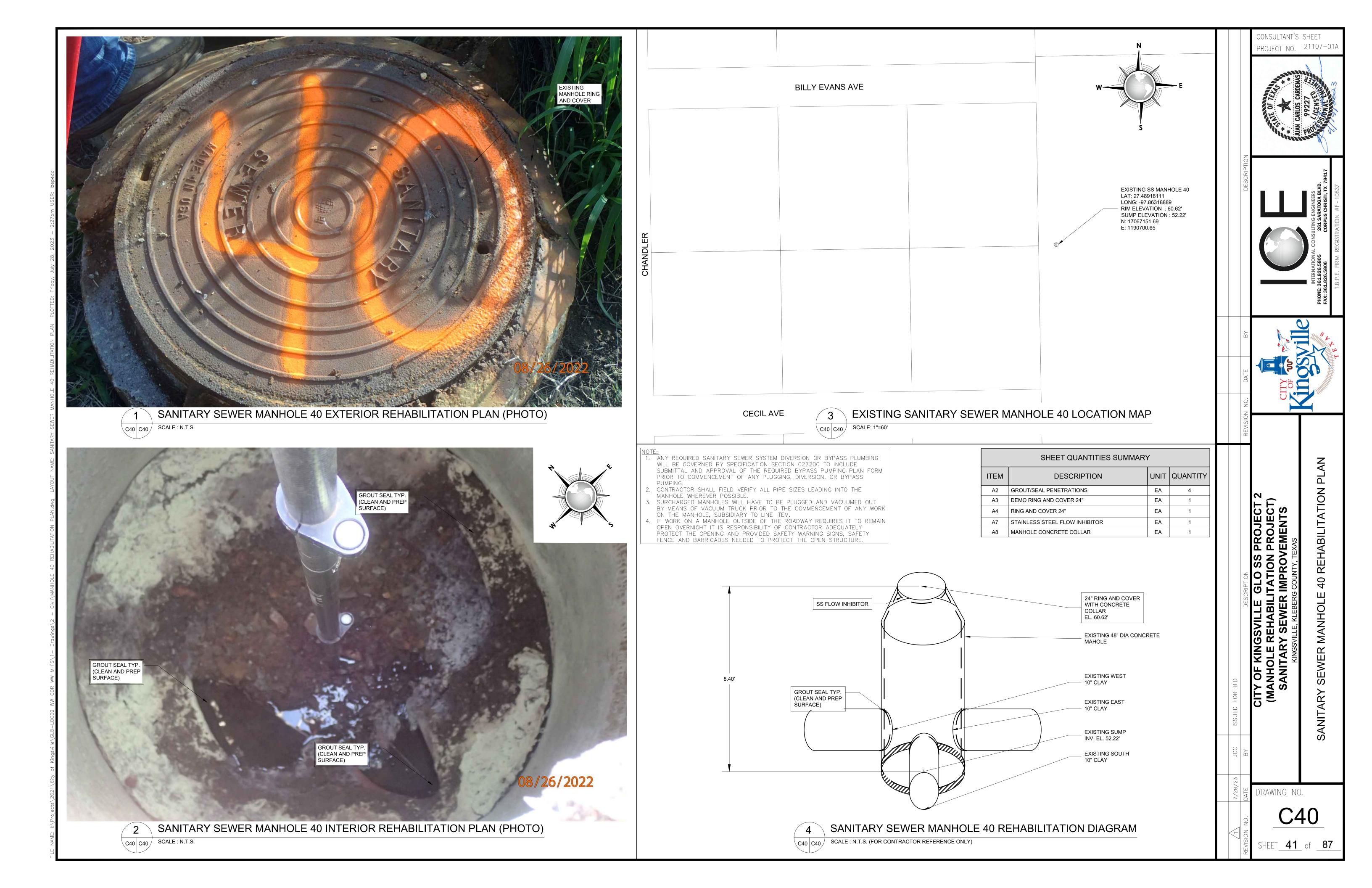


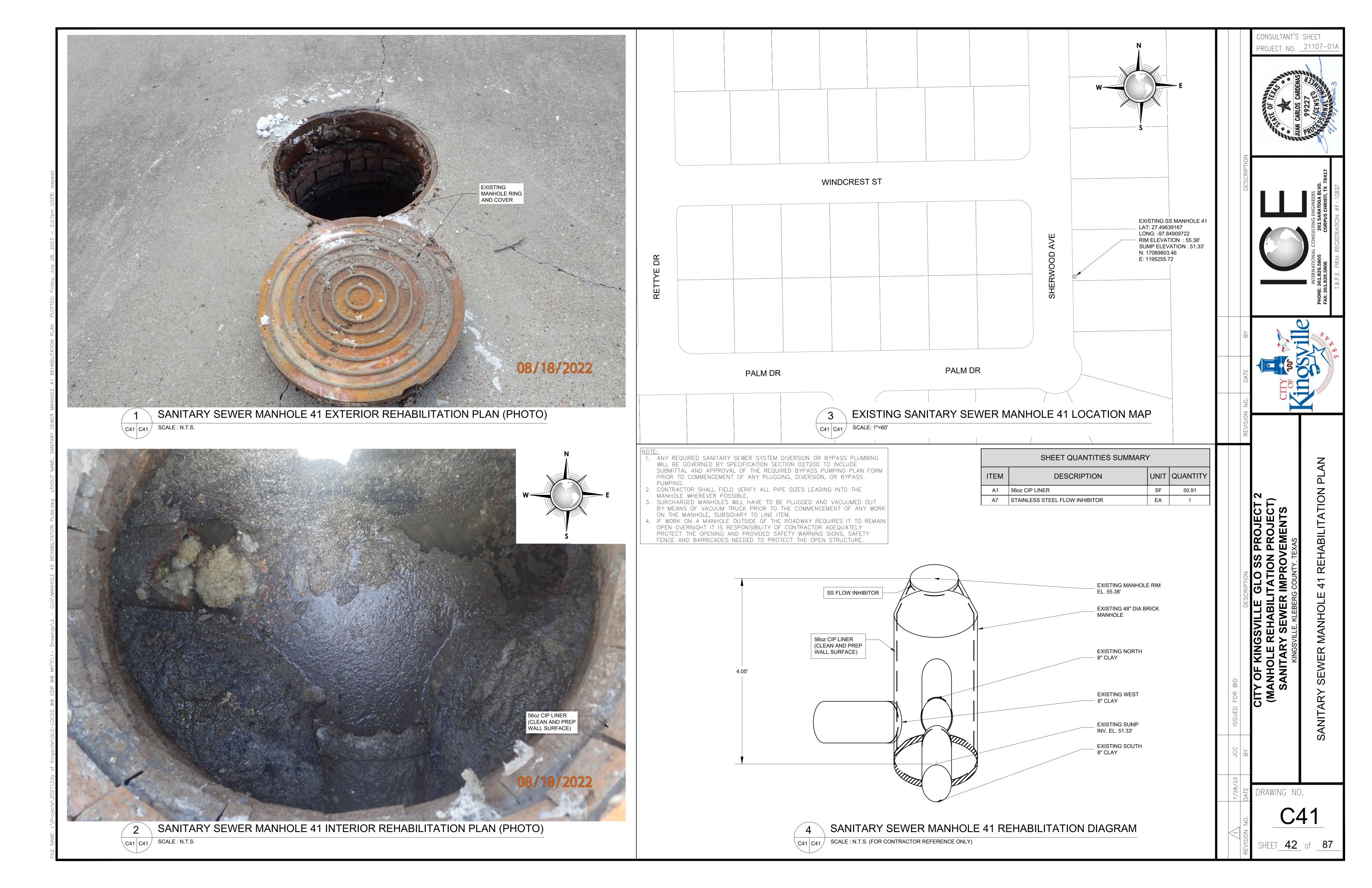


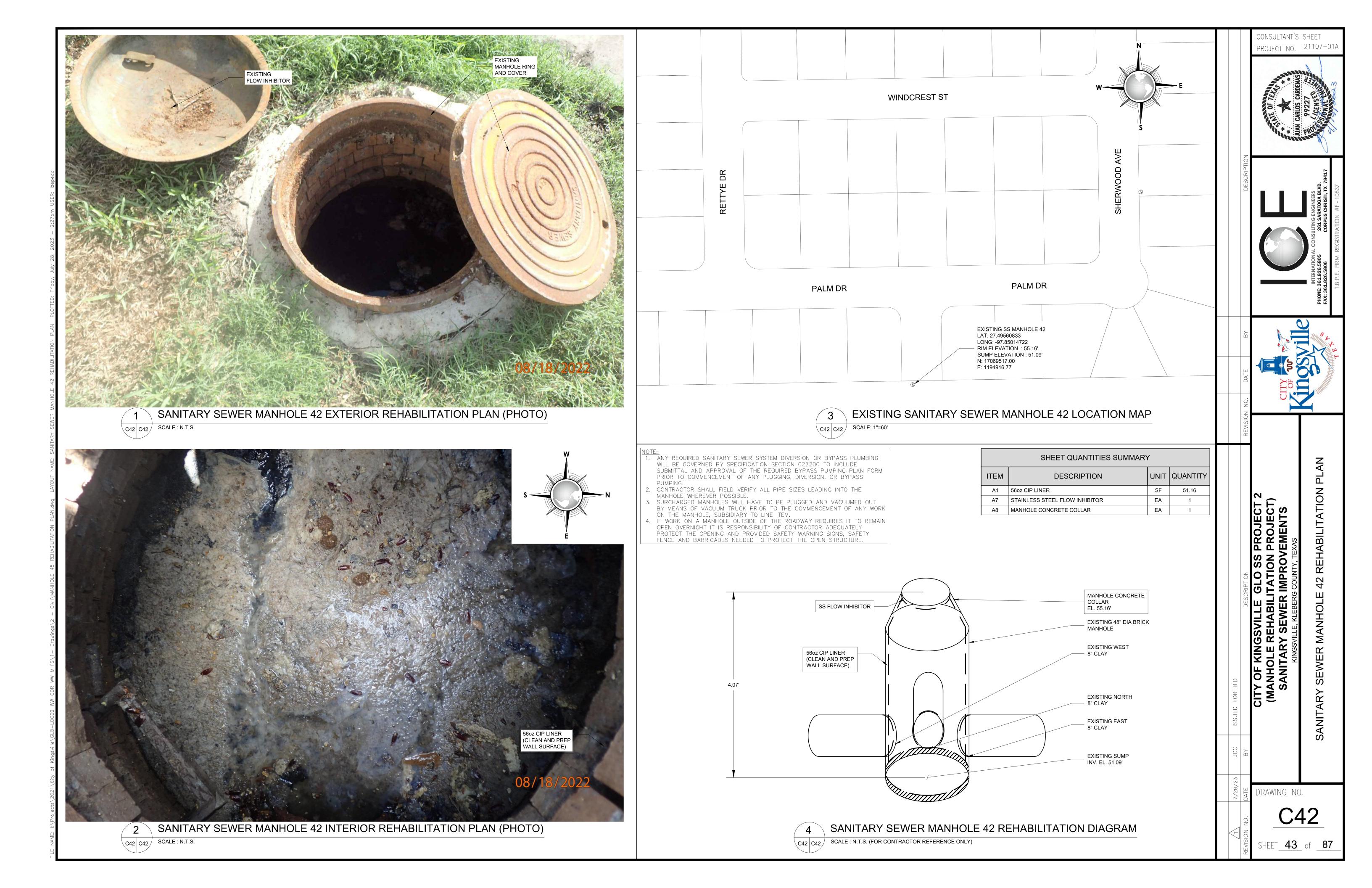


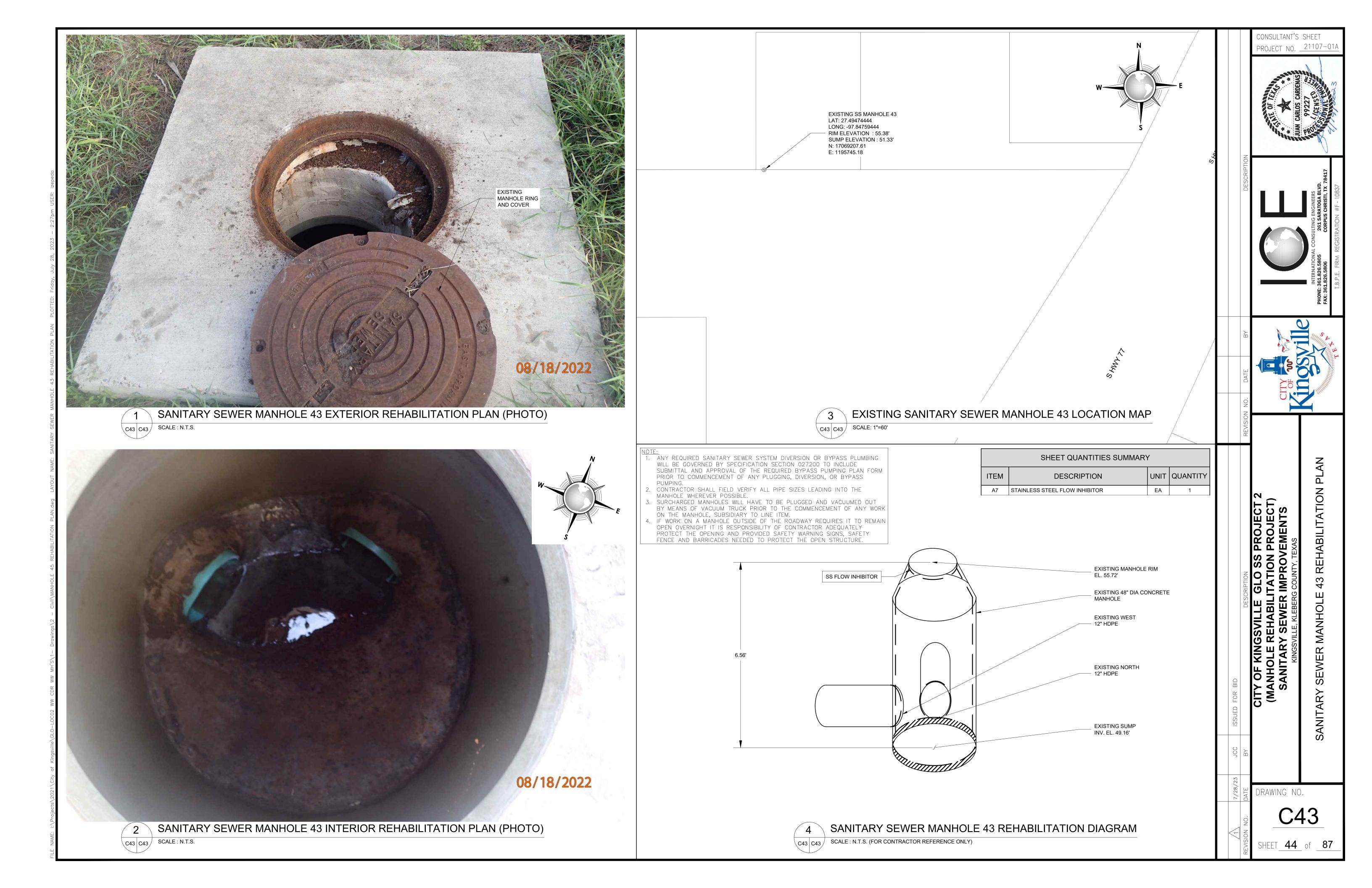


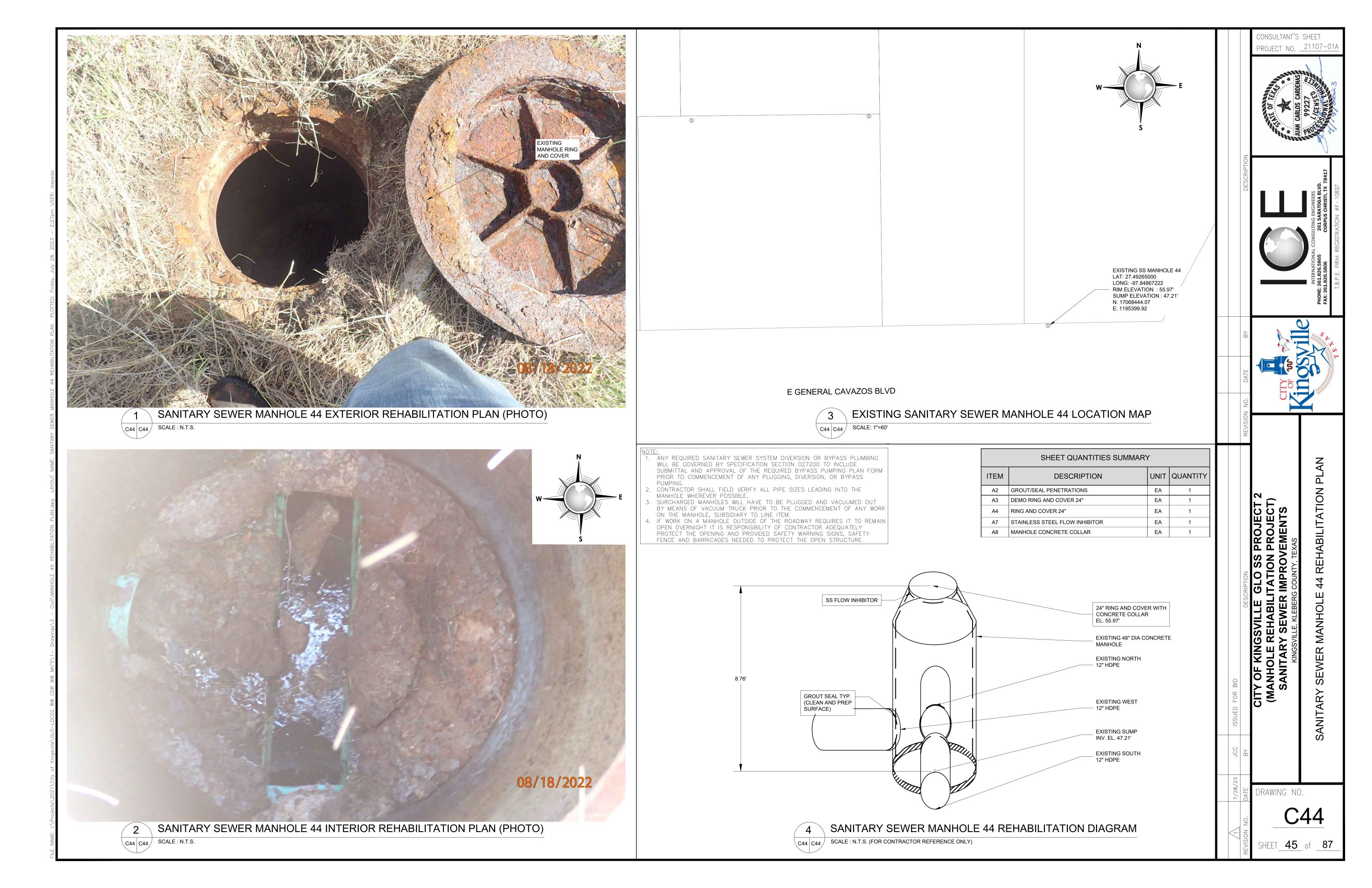


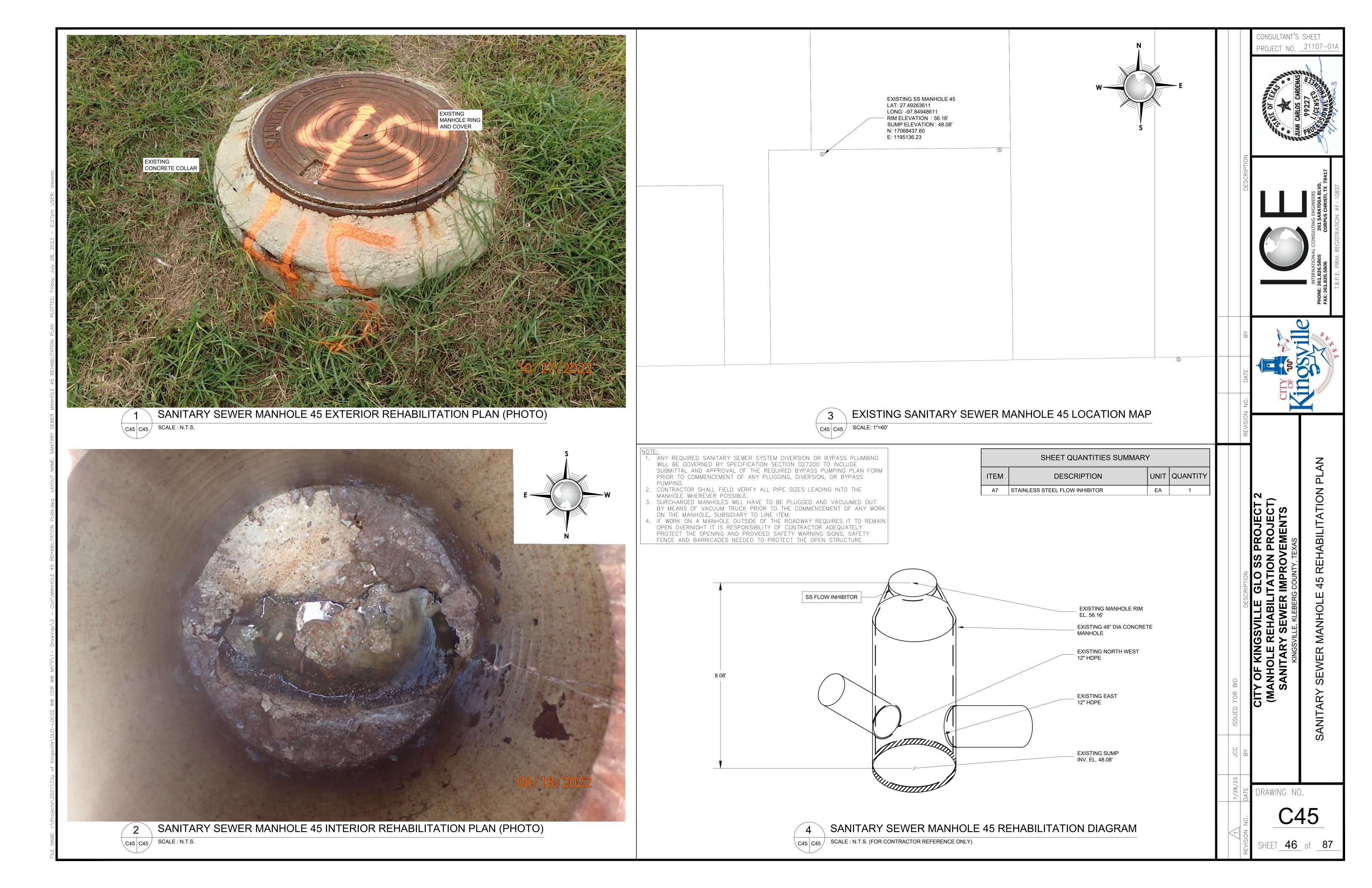


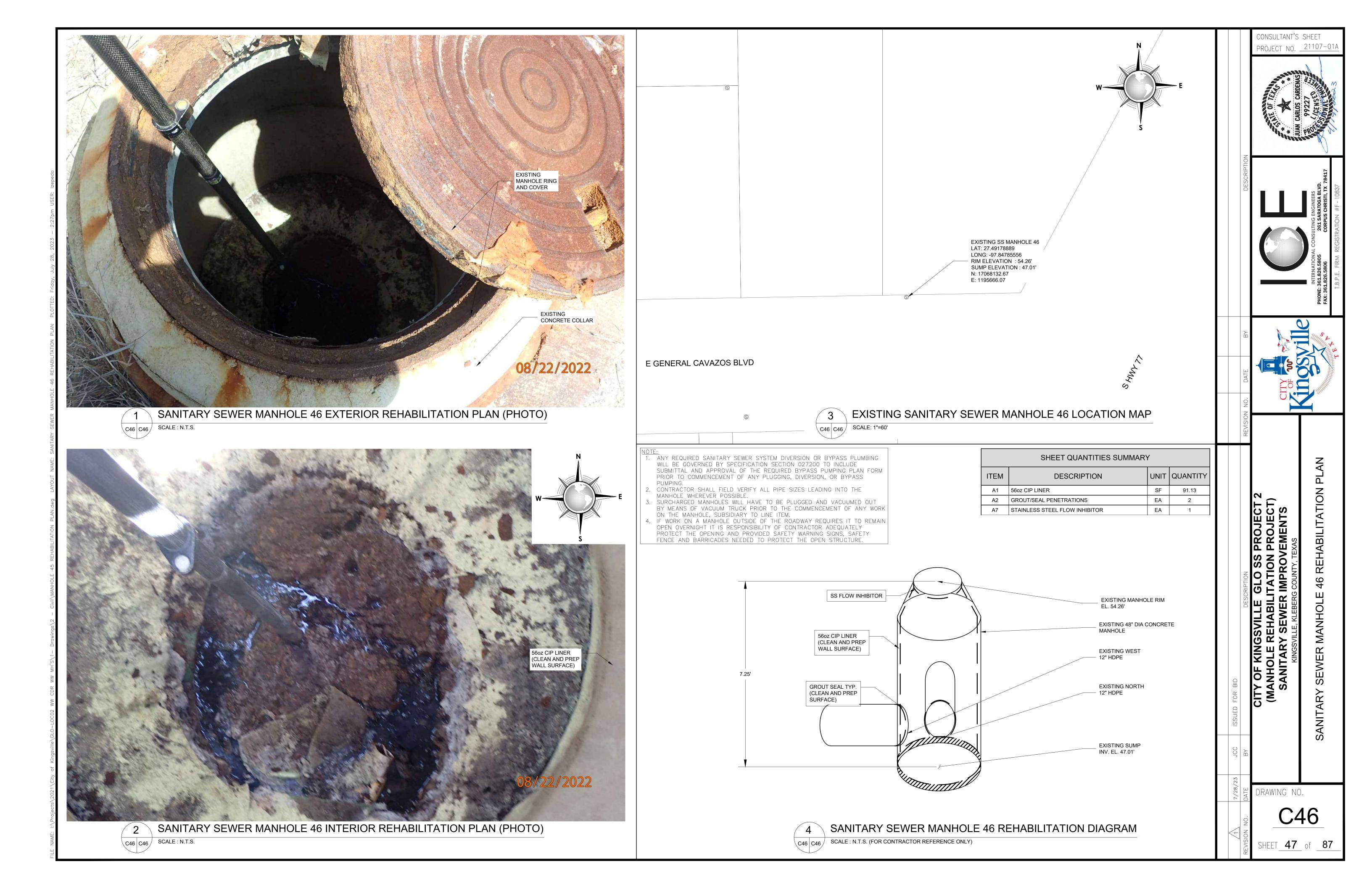


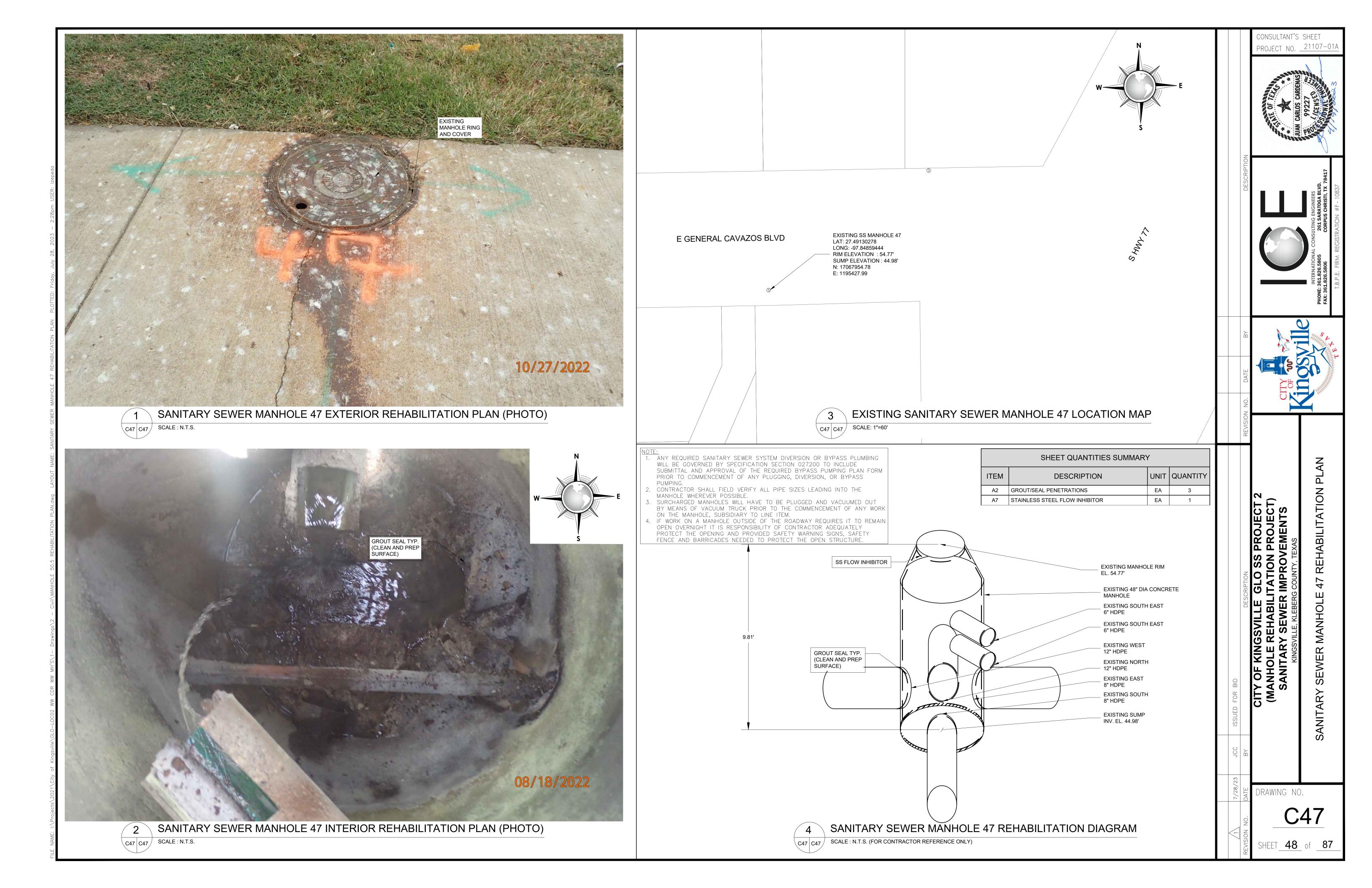


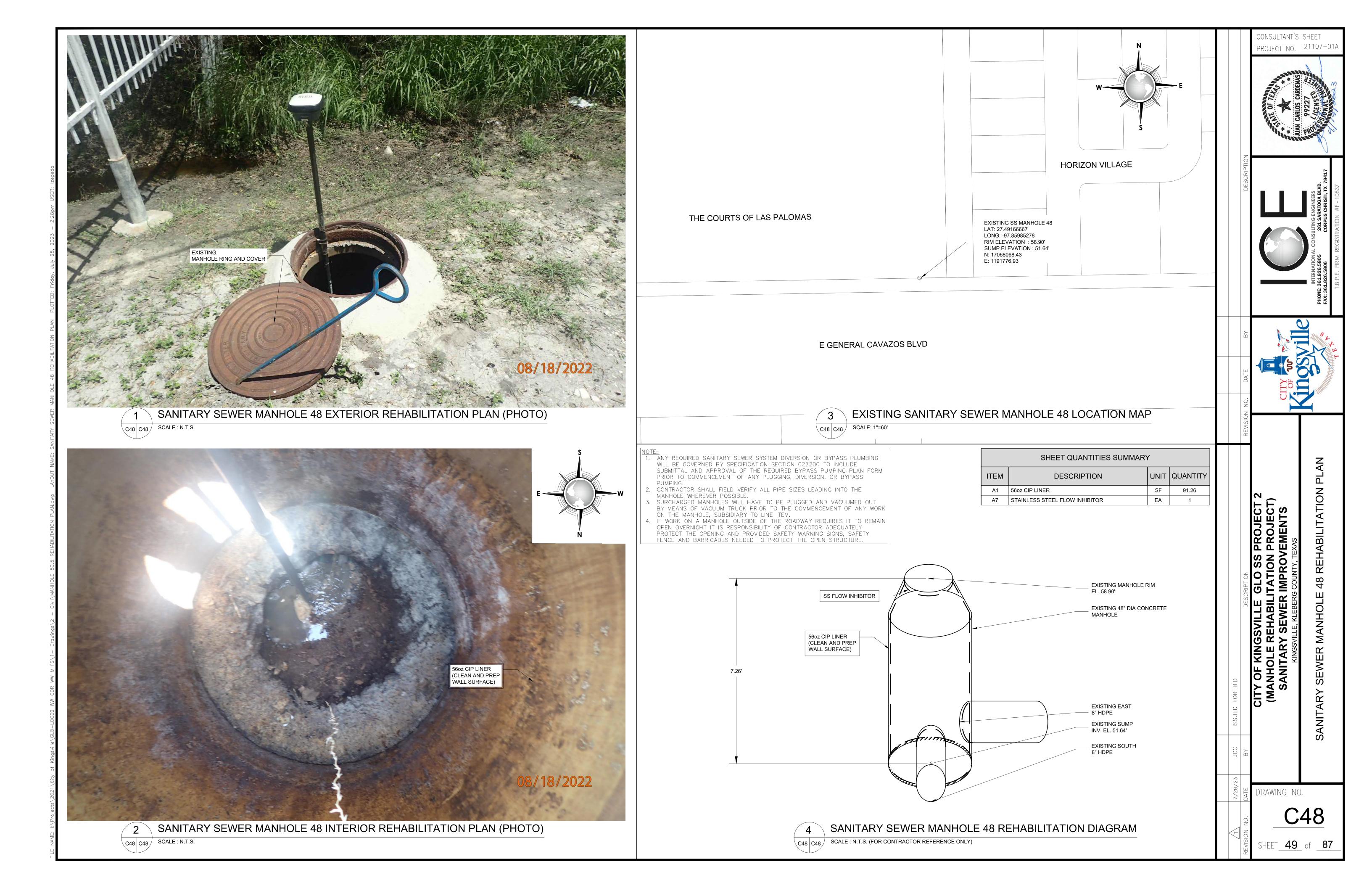


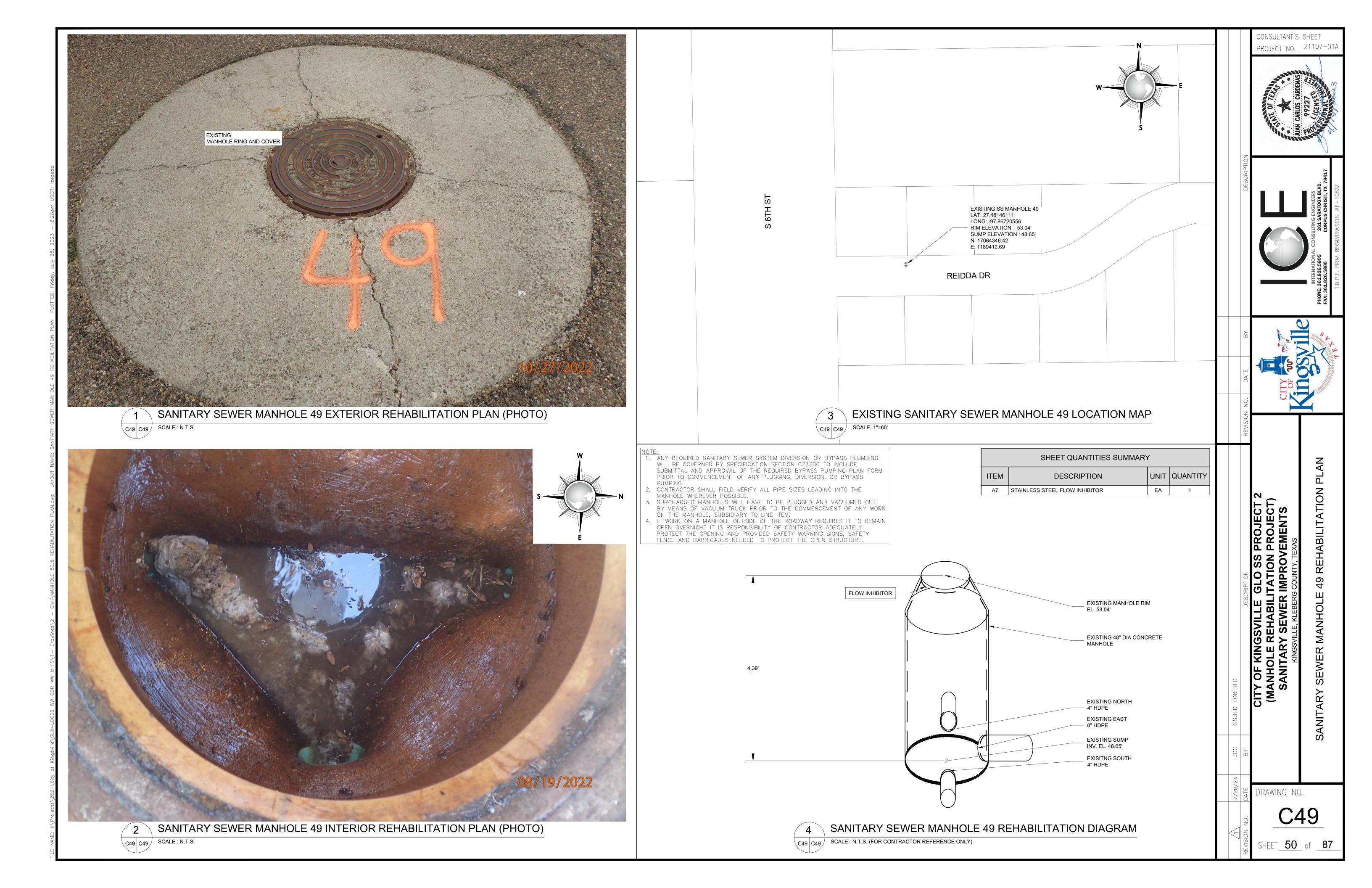




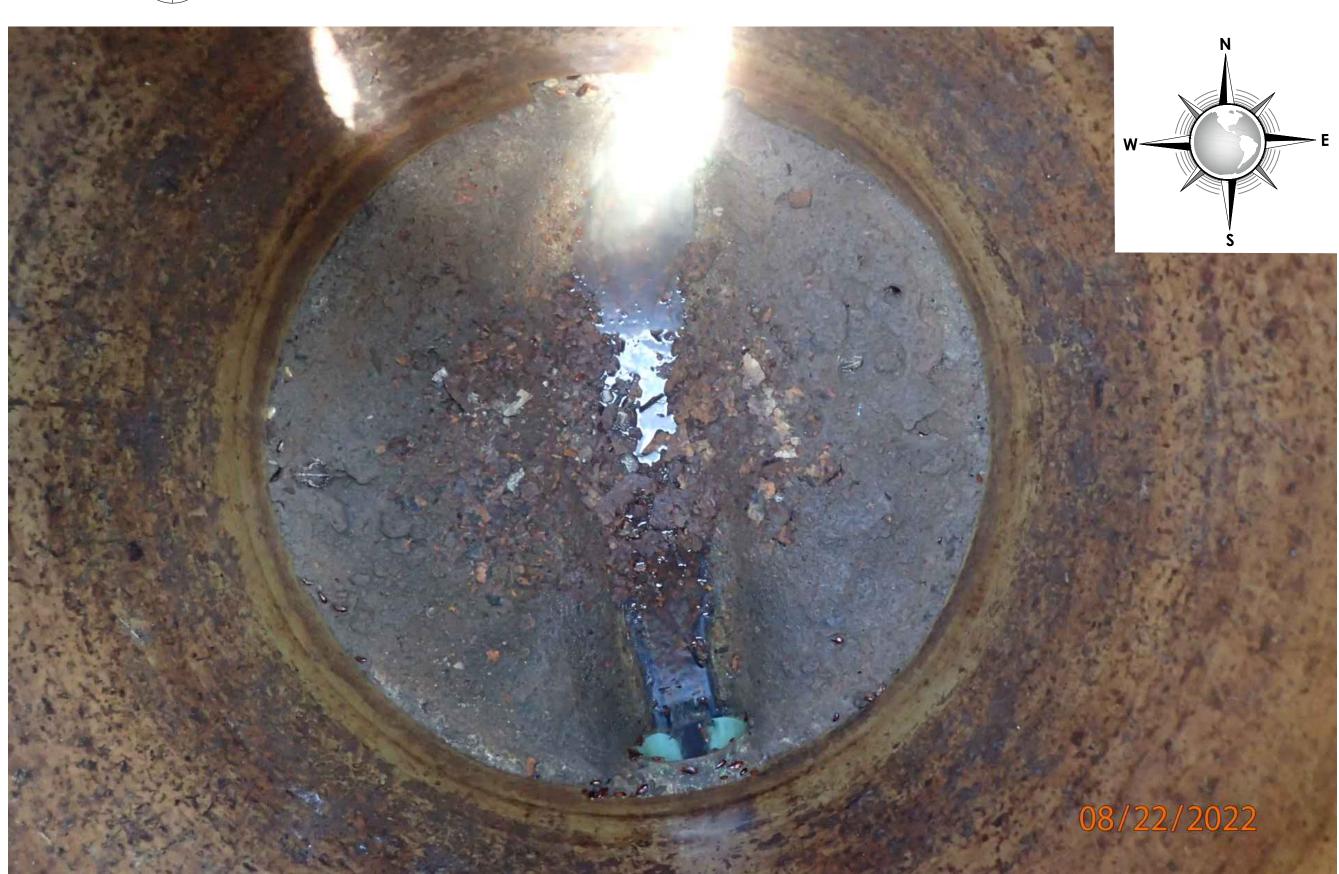






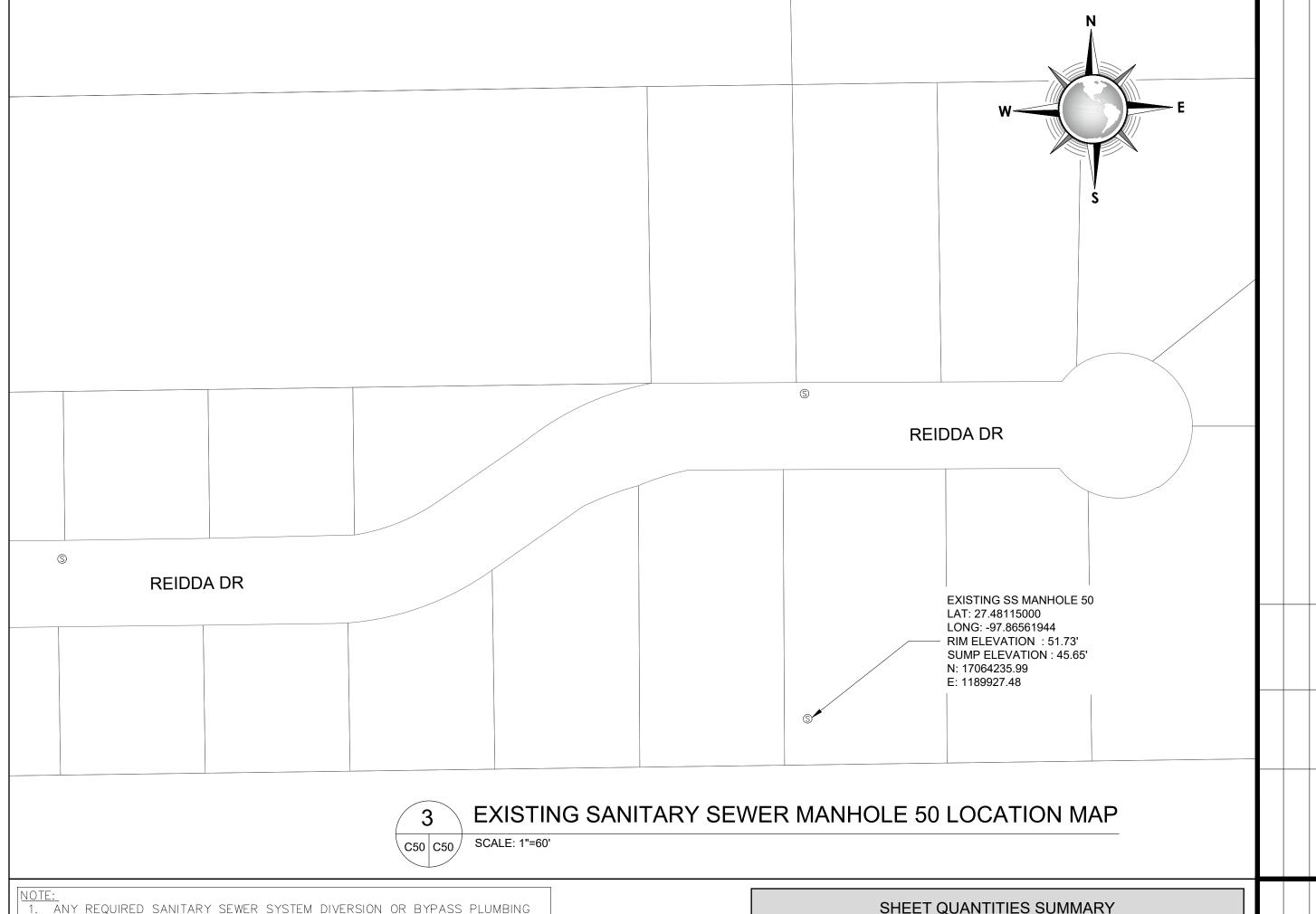






SANITARY SEWER MANHOLE 50 INTERIOR REHABILITATION PLAN (PHOTO)

C50 C50 SCALE : N.T.S.



NOTE:

1. ANY REQUIRED SANITARY SEWER SYSTEM DIVERSION OR BYPASS PLUMBING WILL BE GOVERNED BY SPECIFICATION SECTION 027200 TO INCLUDE SUBMITTAL AND APPROVAL OF THE REQUIRED BYPASS PUMPING PLAN FORM PRIOR TO COMMENCEMENT OF ANY PLUGGING, DIVERSION, OR BYPASS PUMPING.

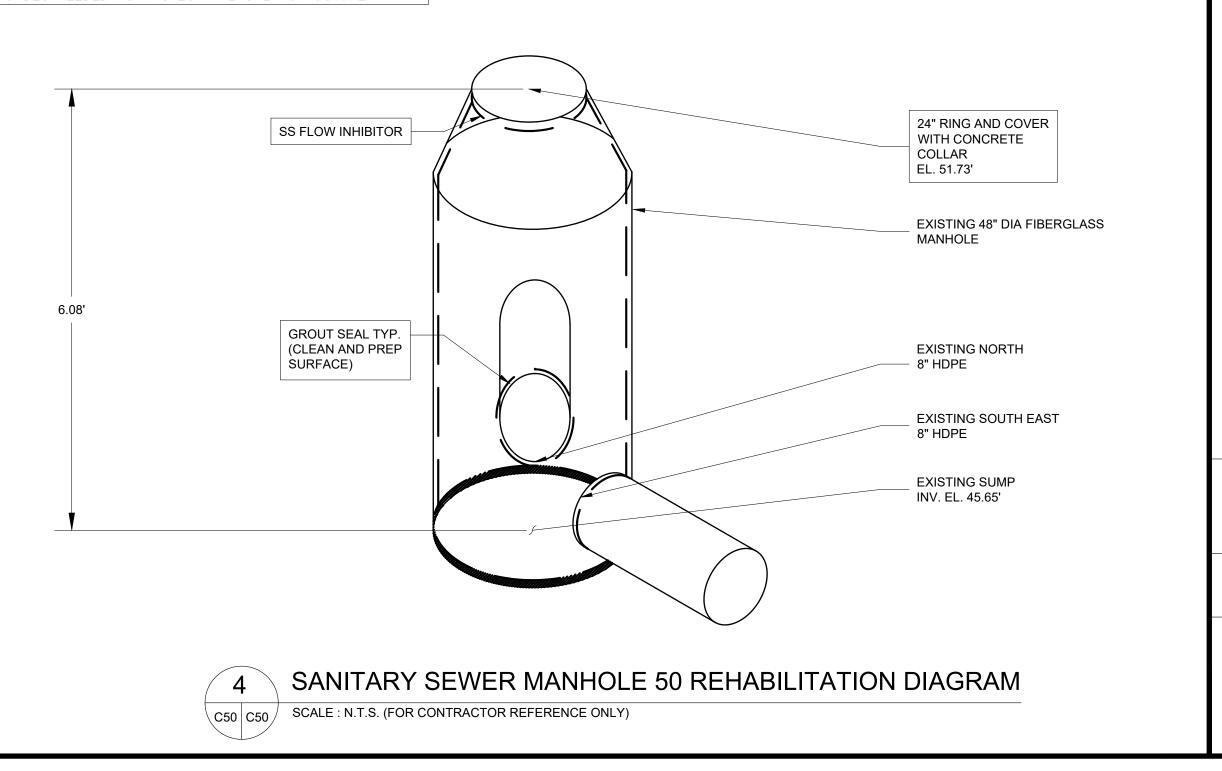
CONTRACTOR SHALL FIELD VERIFY ALL PIPE SIZES LEADING INTO THE MANHOLE WHEREVER POSSIBLE.

 SURCHARGED MANHOLES WILL HAVE TO BE PLUGGED AND VACUUMED OUT BY MEANS OF VACUUM TRUCK PRIOR TO THE COMMENCEMENT OF ANY WORK

ON THE MANHOLE, SUBSIDIARY TO LINE ITEM.

4. IF WORK ON A MANHOLE OUTSIDE OF THE ROADWAY REQUIRES IT TO REMAIN OPEN OVERNIGHT IT IS RESPONSIBILITY OF CONTRACTOR ADEQUATELY PROTECT THE OPENING AND PROVIDED SAFETY WARNING SIGNS, SAFETY FENCE AND BARRICADES NEEDED TO PROTECT THE OPEN STRUCTURE.

	SHEET QUANTITIES SUMMARY		
ITEM	DESCRIPTION	UNIT	QUANTITY
A2	GROUT/SEAL PENETRATIONS	EA	1
А3	DEMO RING AND COVER 24"	EA	1
A4	RING AND COVER 24"	EA	1
A7	STAINLESS STEEL FLOW INHIBITOR	EA	1
A8	MANHOLE CONCRETE COLLAR	EA	1



CITY OF KINGSVILLE GLO SS PROJECT 2

(MANHOLE REHABILITATION PROJECT)

SANITARY SEWER IMPROVEMENTS

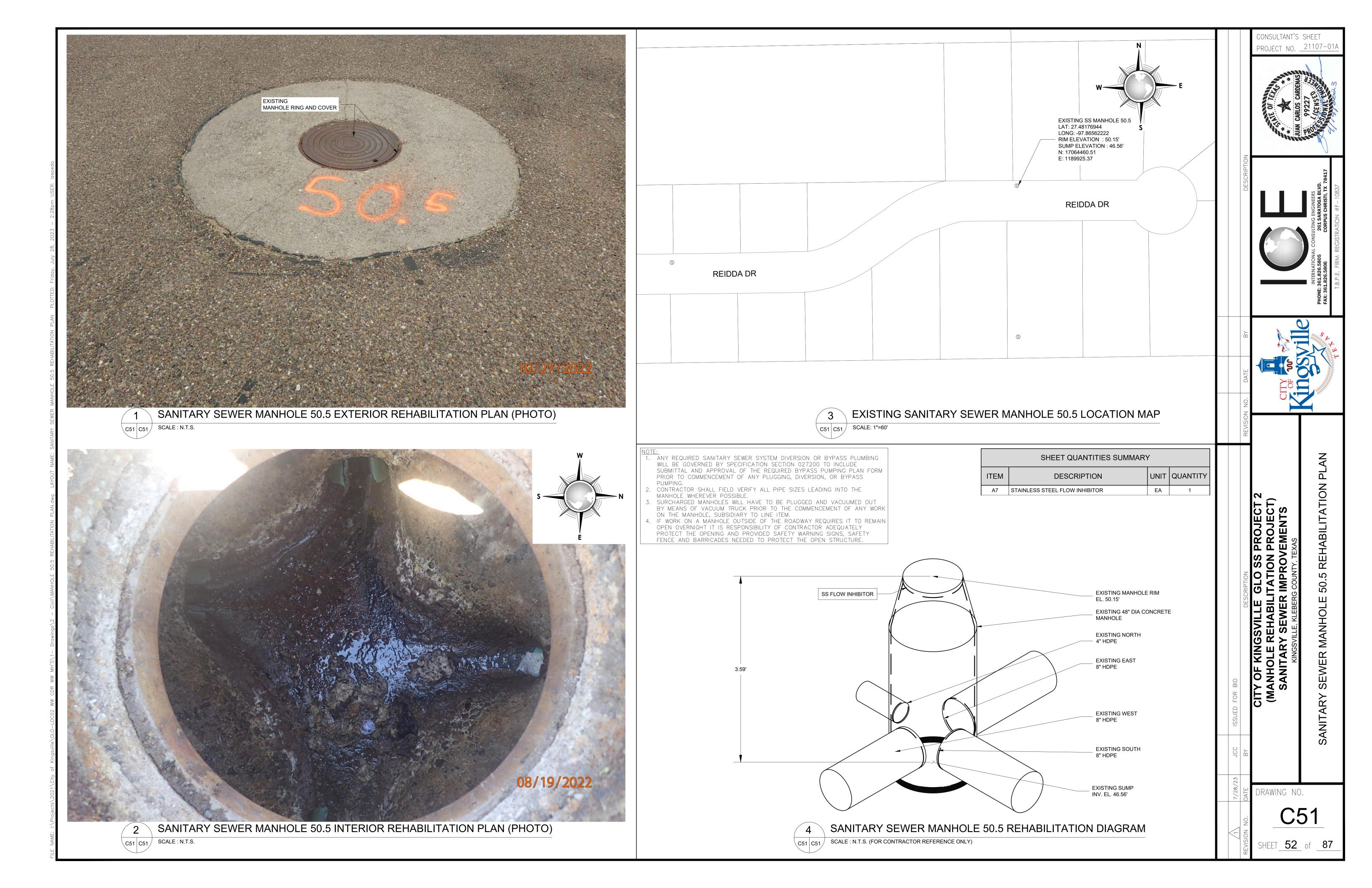
KINGSVILLE, KLEBERG COUNTY, TEXAS

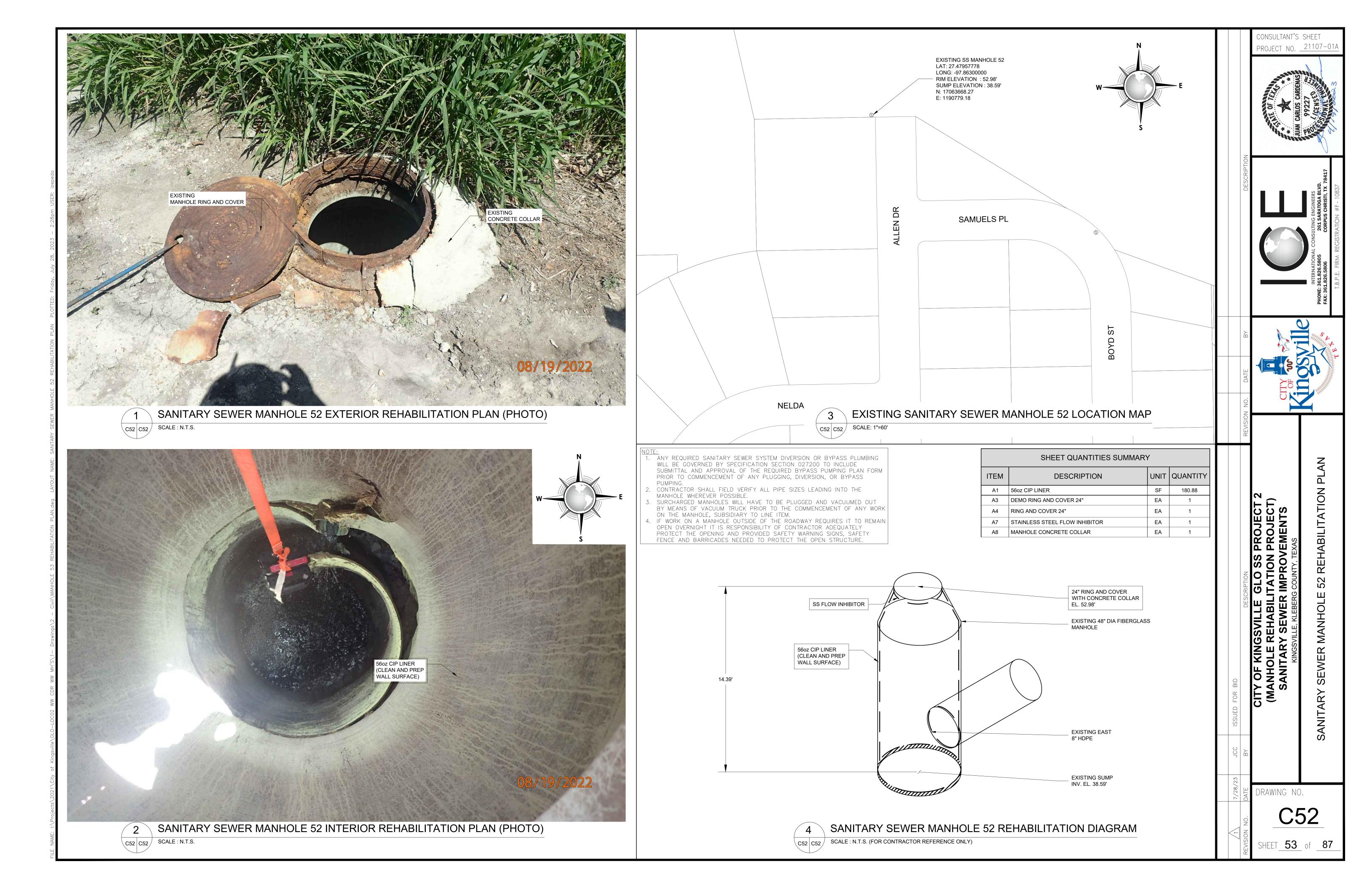
CONSULTANT'S SHEET

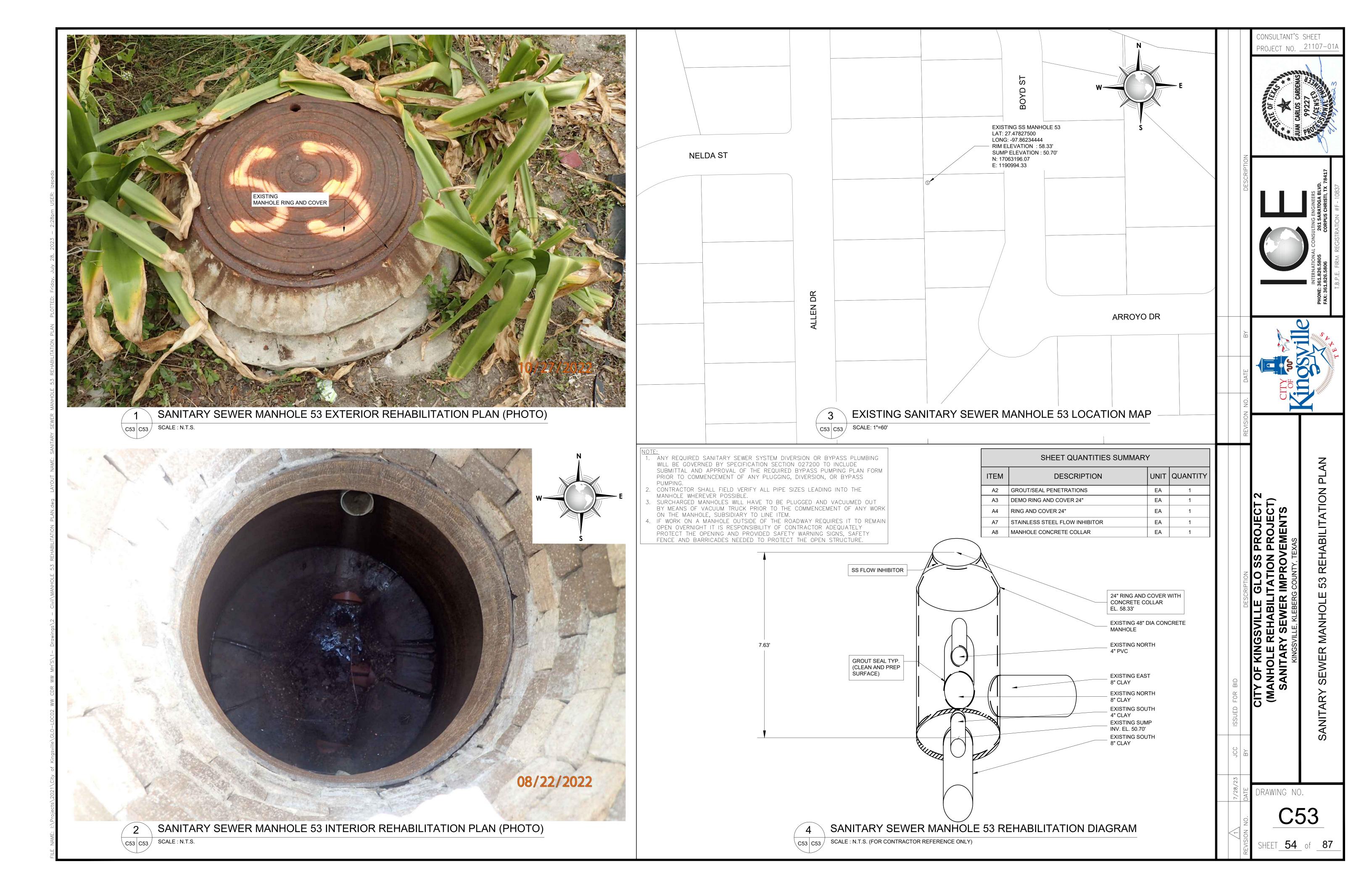
PROJECT NO. <u>21107-0</u>1A

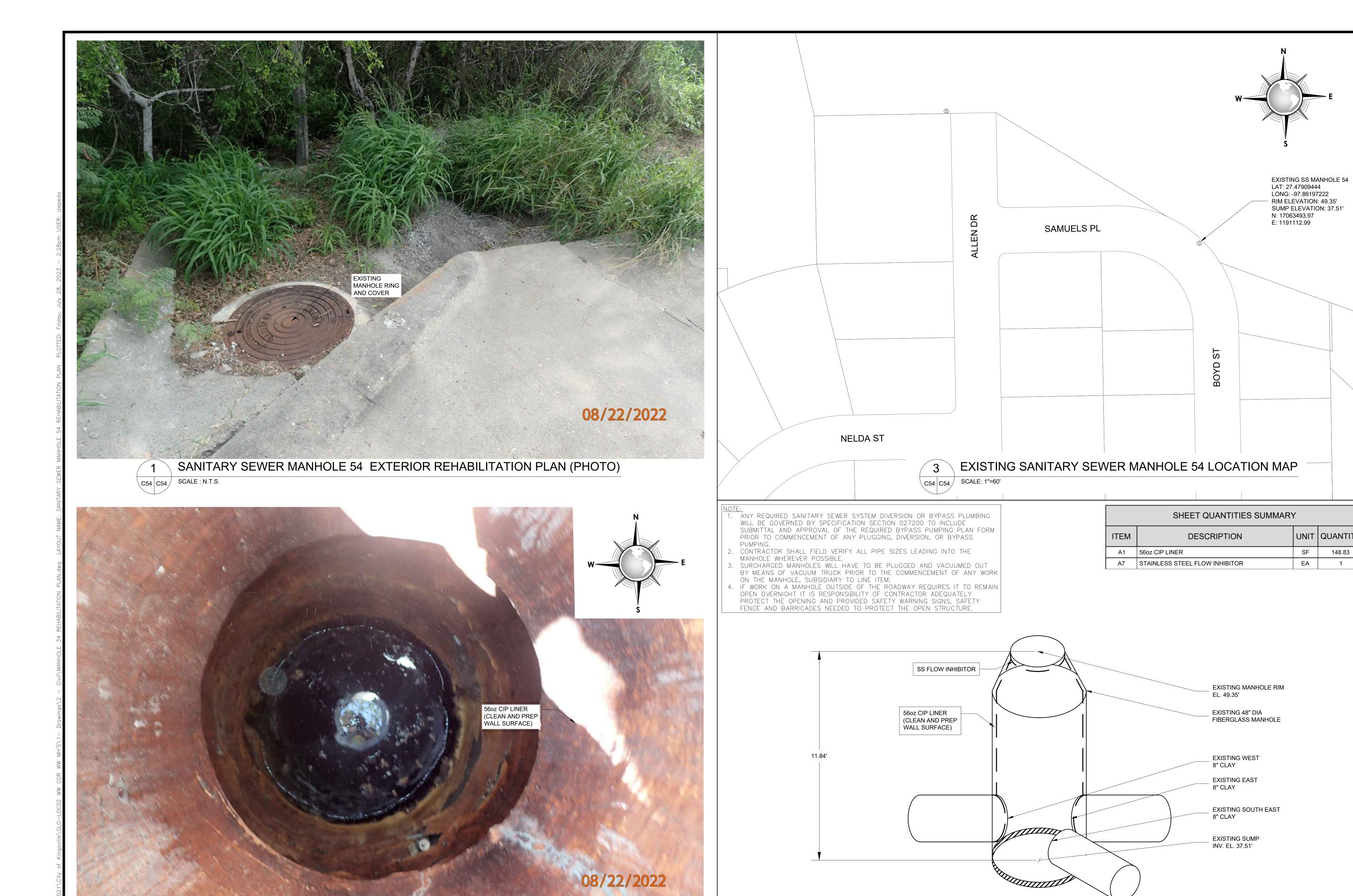
VISION NO.

SHEET <u>51</u> of <u>87</u>









SANITARY SEWER MANHOLE 54 INTERIOR REHABILITATION PLAN (PHOTO)

C54 C54 SCALE : N.T.S.

O SANITARY DRAWING NO. SHEET 55 of

UNIT QUANTITY

SANITARY SEWER MANHOLE 54 REHABILITATION DIAGRAM

C54 C54 SCALE : N.T.S. (FOR CONTRACTOR REFERENCE ONLY)

148.83

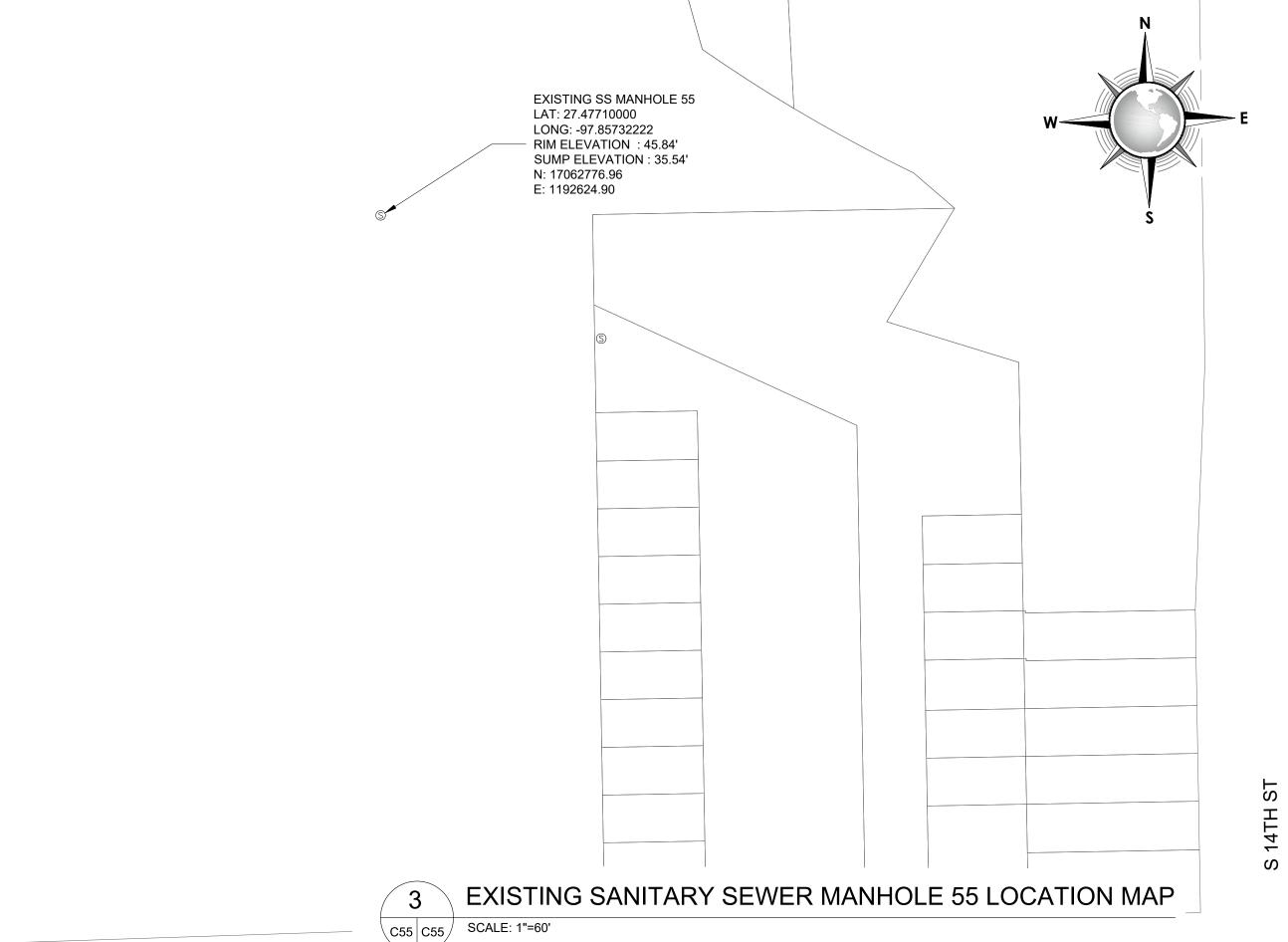
CONSULTANT'S SHEET

PROJECT NO. <u>21107-0</u>1A





C55 C55 SCALE : N.T.S.



- 1		<u>L.</u>
	1.	ANY REQUIRED SANITARY SEWER SYSTEM DIVERSION OR BYPASS PLUMBING
		WILL BE GOVERNED BY SPECIFICATION SECTION 027200 TO INCLUDE
		SUBMITTAL AND APPROVAL OF THE REQUIRED BYPASS PUMPING PLAN FORM
		PRIOR TO COMMENCEMENT OF ANY PLUGGING, DIVERSION, OR BYPASS
		PUMPING.
	2.	CONTRACTOR SHALL FIELD VERIFY ALL PIPE SIZES LEADING INTO THE

MANHOLE WHEREVER POSSIBLE.

3. SURCHARGED MANHOLES WILL HAVE TO BE PLUGGED AND VACUUMED OUT BY MEANS OF VACUUM TRUCK PRIOR TO THE COMMENCEMENT OF ANY WORK

ON THE MANHOLE, SUBSIDIARY TO LINE ITEM.

4. IF WORK ON A MANHOLE OUTSIDE OF THE ROADWAY REQUIRES IT TO REMAIN OPEN OVERNIGHT IT IS RESPONSIBILITY OF CONTRACTOR ADEQUATELY PROTECT THE OPENING AND PROVIDED SAFETY WARNING SIGNS, SAFETY FENCE AND BARRICADES NEEDED TO PROTECT THE OPEN STRUCTURE.

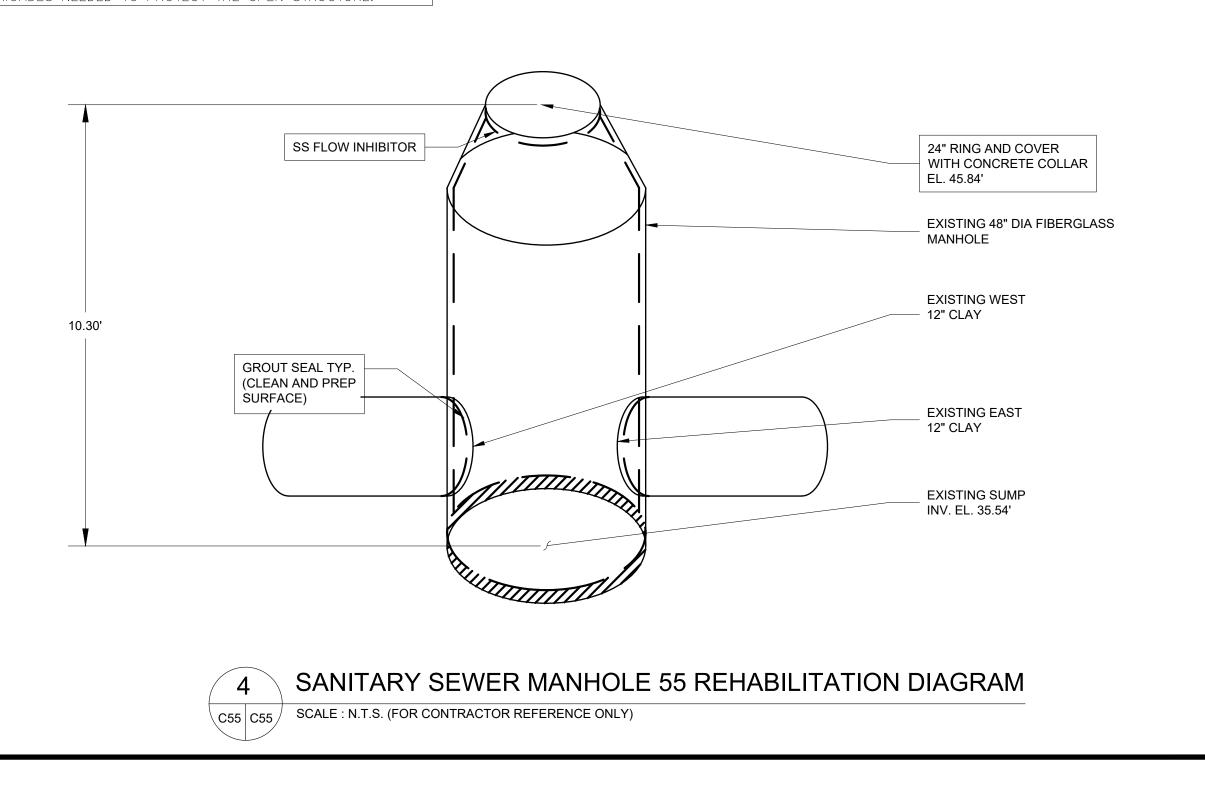
	SHEET QUANTITIES SUMMARY		
ITEM	DESCRIPTION	UNIT	QUANTITY
A2	GROUT/SEAL PENETRATIONS	EA	1
A3	DEMO RING AND COVER 24"	EA	1
A4	RING AND COVER 24"	EA	1
A7	STAINLESS STEEL FLOW INHIBITOR	EA	1
A8	MANHOLE CONCRETE COLLAR	EA	1

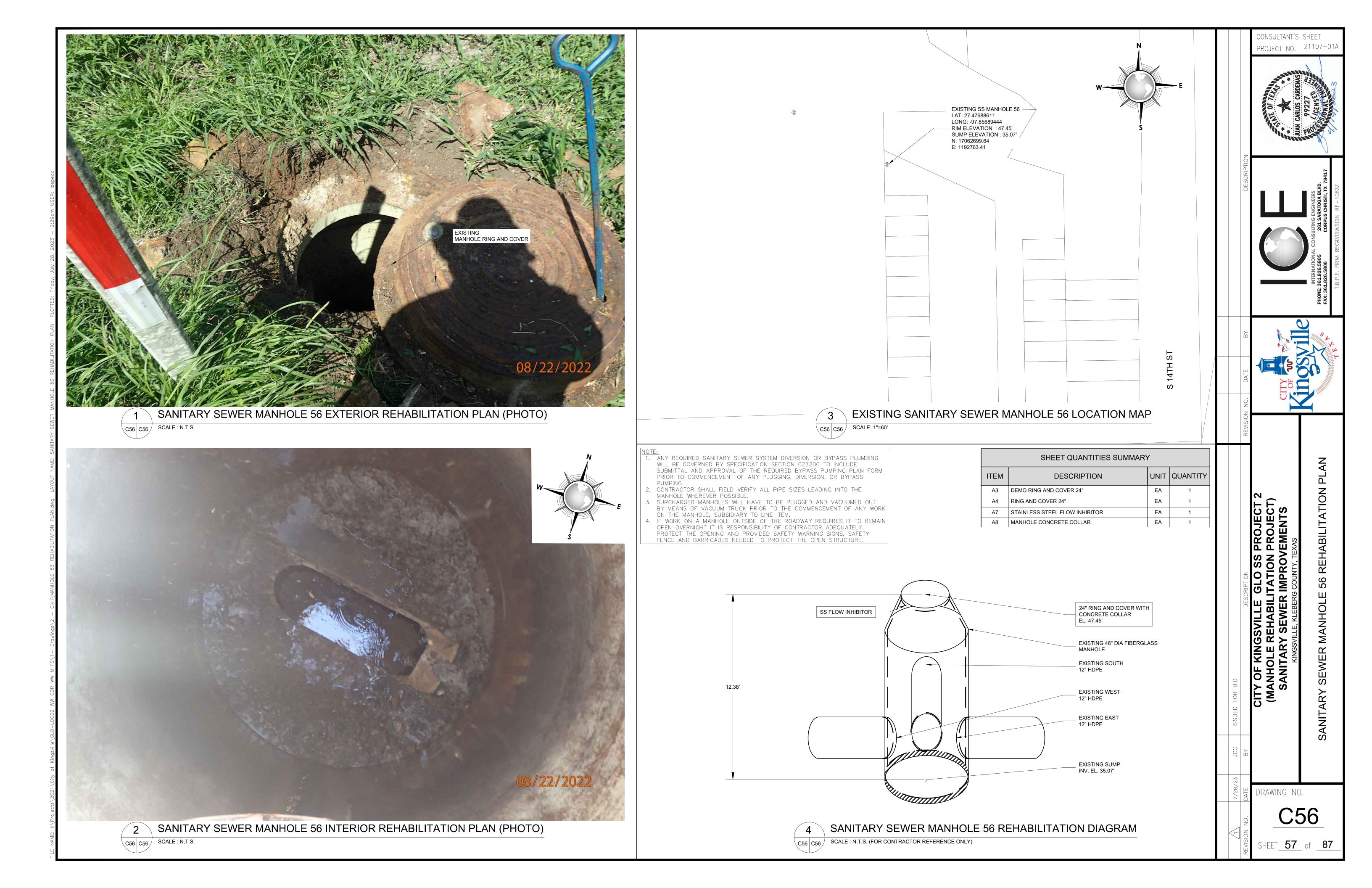
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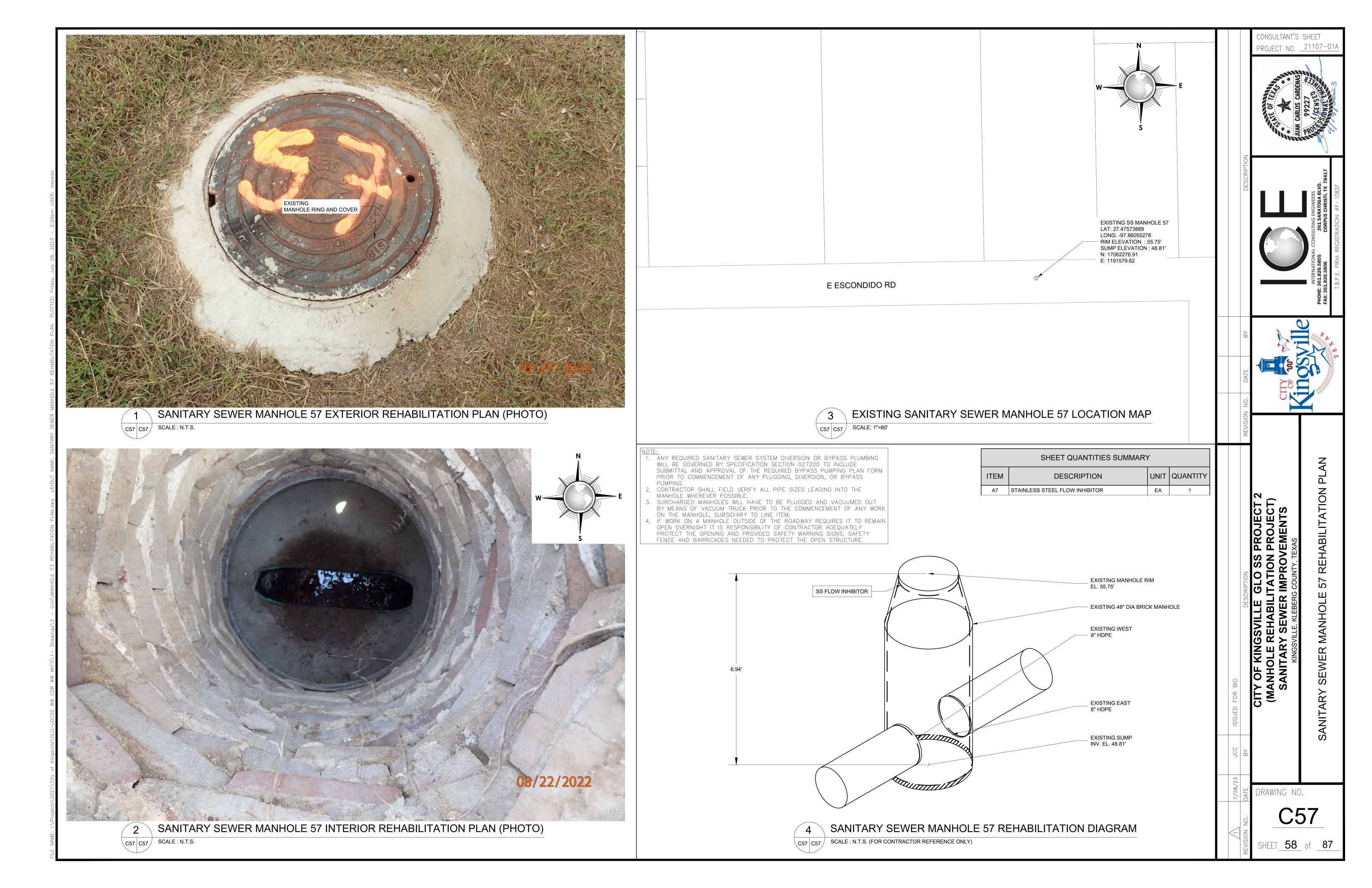
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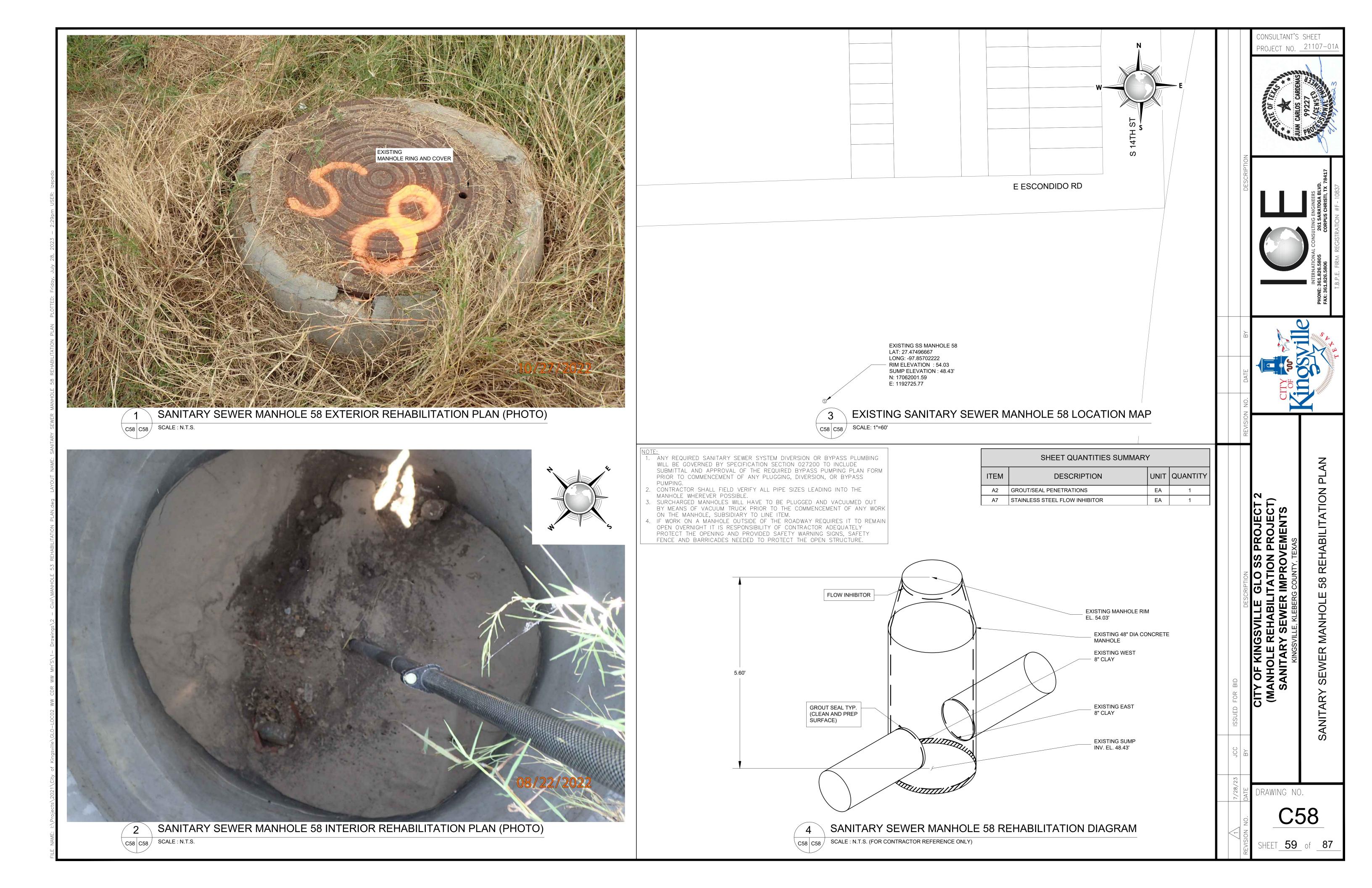
SHEET <u>56</u> of

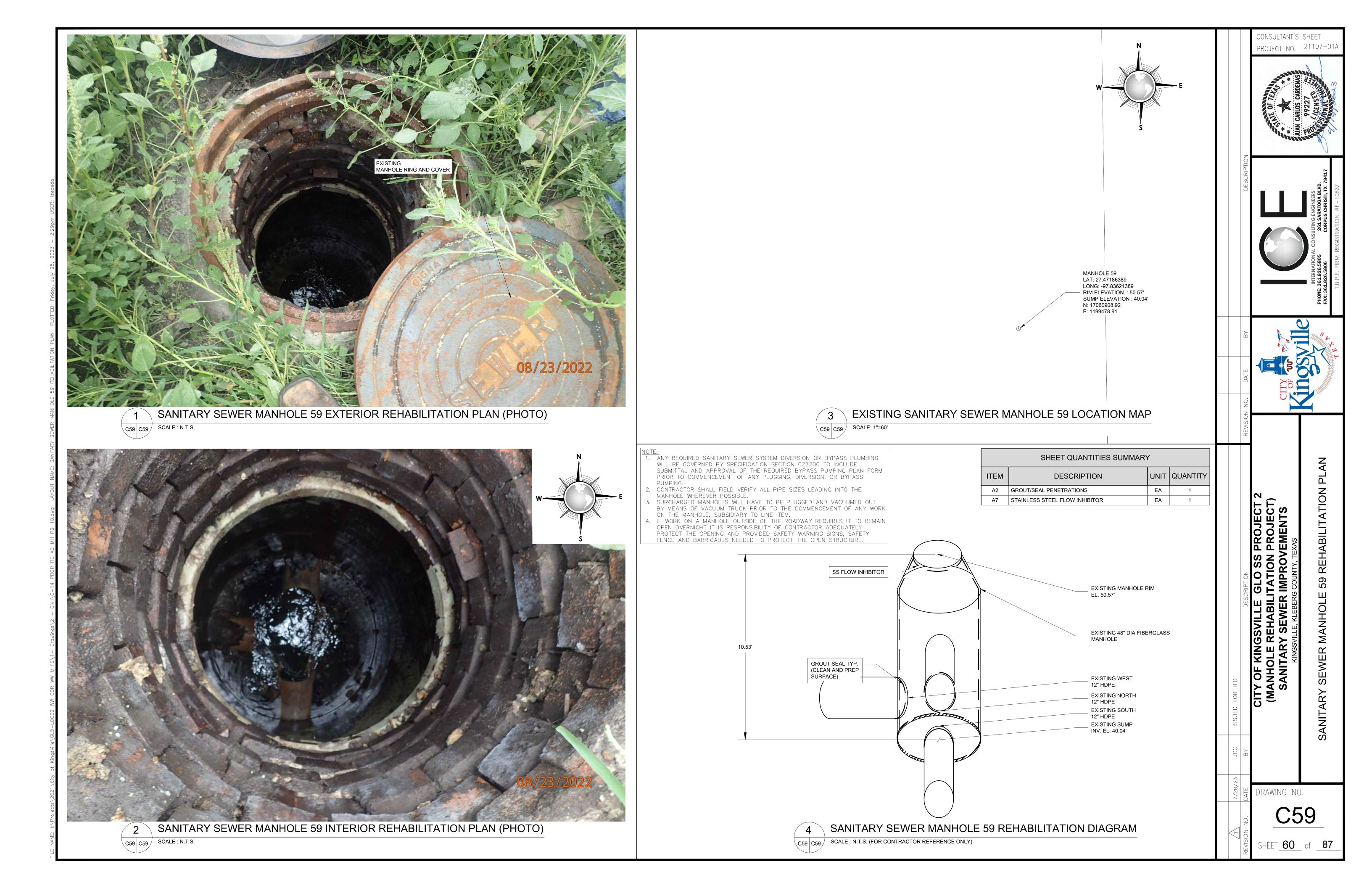
PROJECT NO. <u>21107-01A</u>







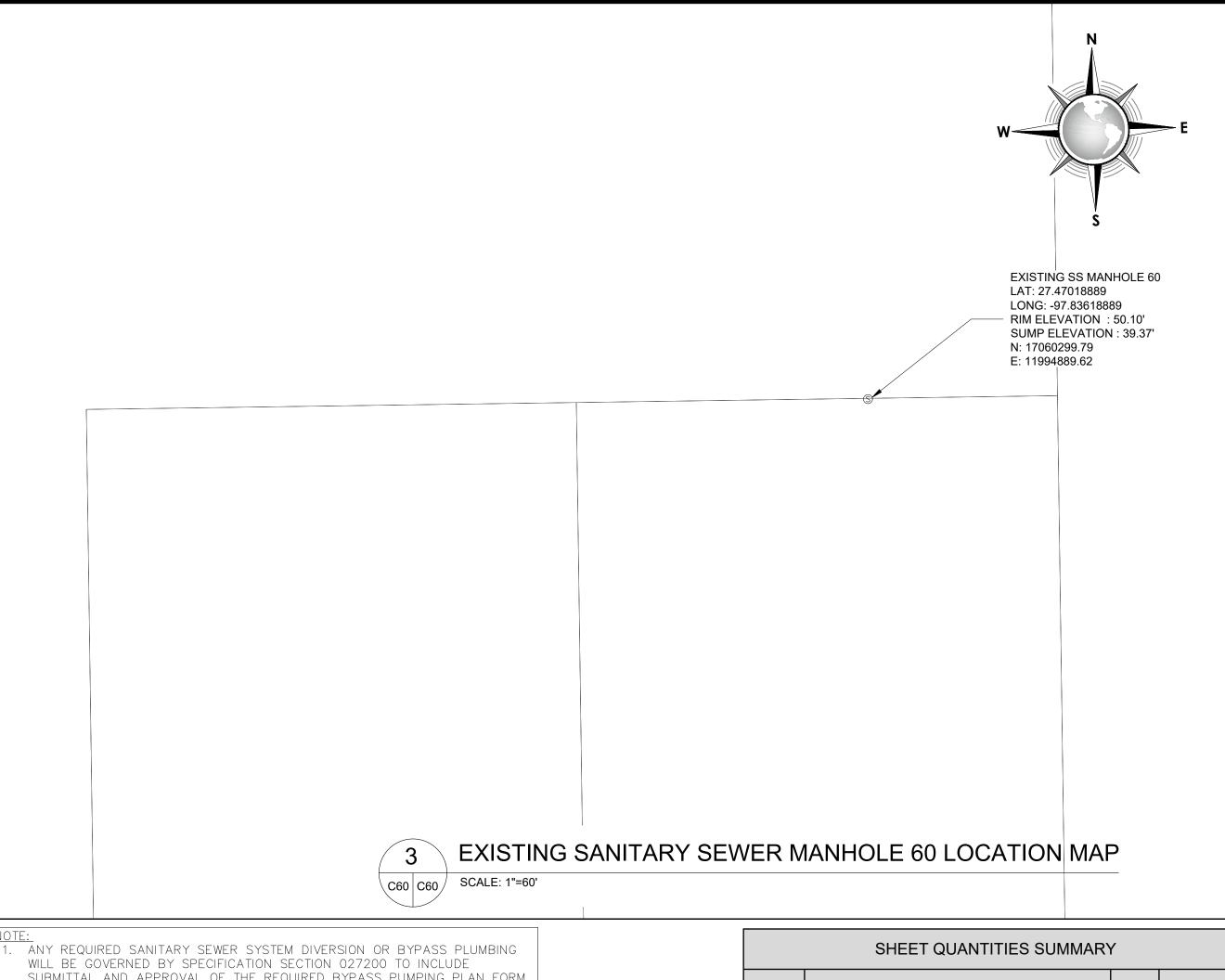








C60 C60 SCALE : N.T.S.



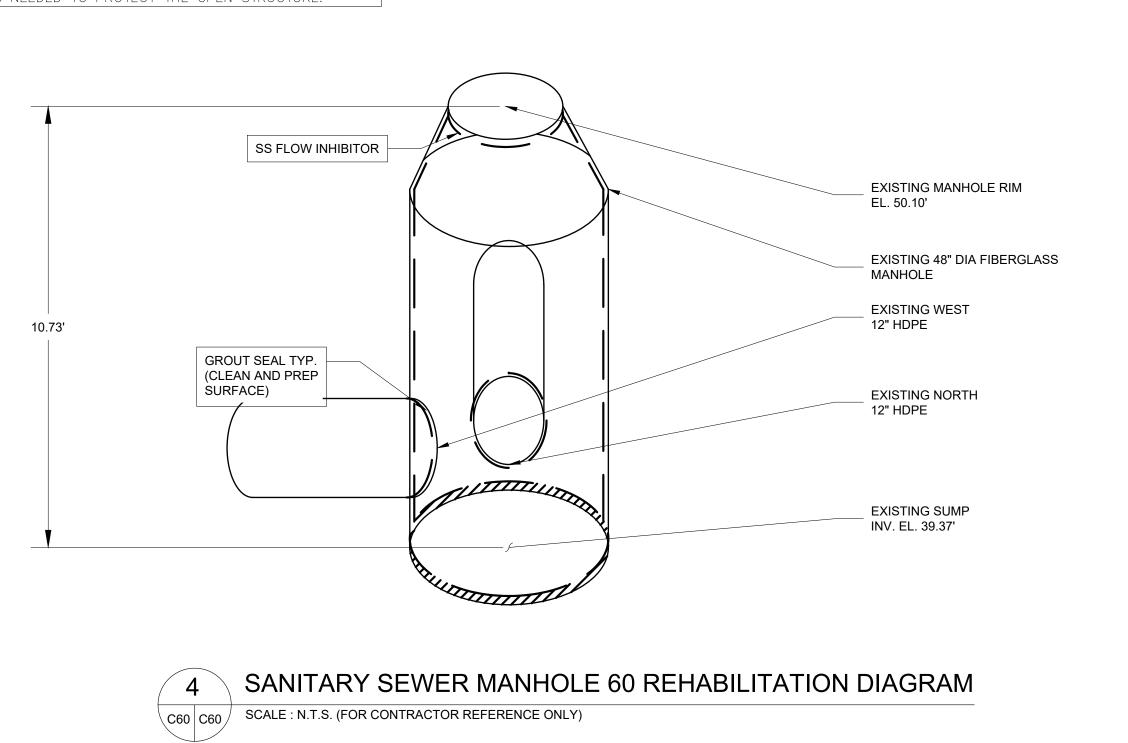
NOT	
1.	ANY REQUIRED SANITARY SEWER SYSTEM DIVERSION OR BYPASS PLUMBING
	WILL BE GOVERNED BY SPECIFICATION SECTION 027200 TO INCLUDE
	SUBMITTAL AND APPROVAL OF THE REQUIRED BYPASS PUMPING PLAN FORM
	PRIOR TO COMMENCEMENT OF ANY PLUGGING, DIVERSION, OR BYPASS
	PUMPING.
2.	CONTRACTOR SHALL FIELD VERIFY ALL PIPE SIZES LEADING INTO THE
	MANHOLE WHEREVER POSSIBLE

MANHOLE WHEREVER POSSIBLE.
SURCHARGED MANHOLES WILL HAVE TO BE PLUGGED AND VACUUMED OUT

BY MEANS OF VACUUM TRUCK PRIOR TO THE COMMENCEMENT OF ANY WORK ON THE MANHOLE, SUBSIDIARY TO LINE ITEM.

4. IF WORK ON A MANHOLE OUTSIDE OF THE ROADWAY REQUIRES IT TO REMAIN OPEN OVERNIGHT IT IS RESPONSIBILITY OF CONTRACTOR ADEQUATELY PROTECT THE OPENING AND PROVIDED SAFETY WARNING SIGNS, SAFETY FENCE AND BARRICADES NEEDED TO PROTECT THE OPEN STRUCTURE.

SHEET QUANTITIES SUMMARY			
ITEM	DESCRIPTION	UNIT	QUANTITY
A2	GROUT/SEAL PENETRATIONS	EA	1
A7	STAINLESS STEEL FLOW INHIBITOR	EA	1
A8	MANHOLE CONCRETE COLLAR	EA	1

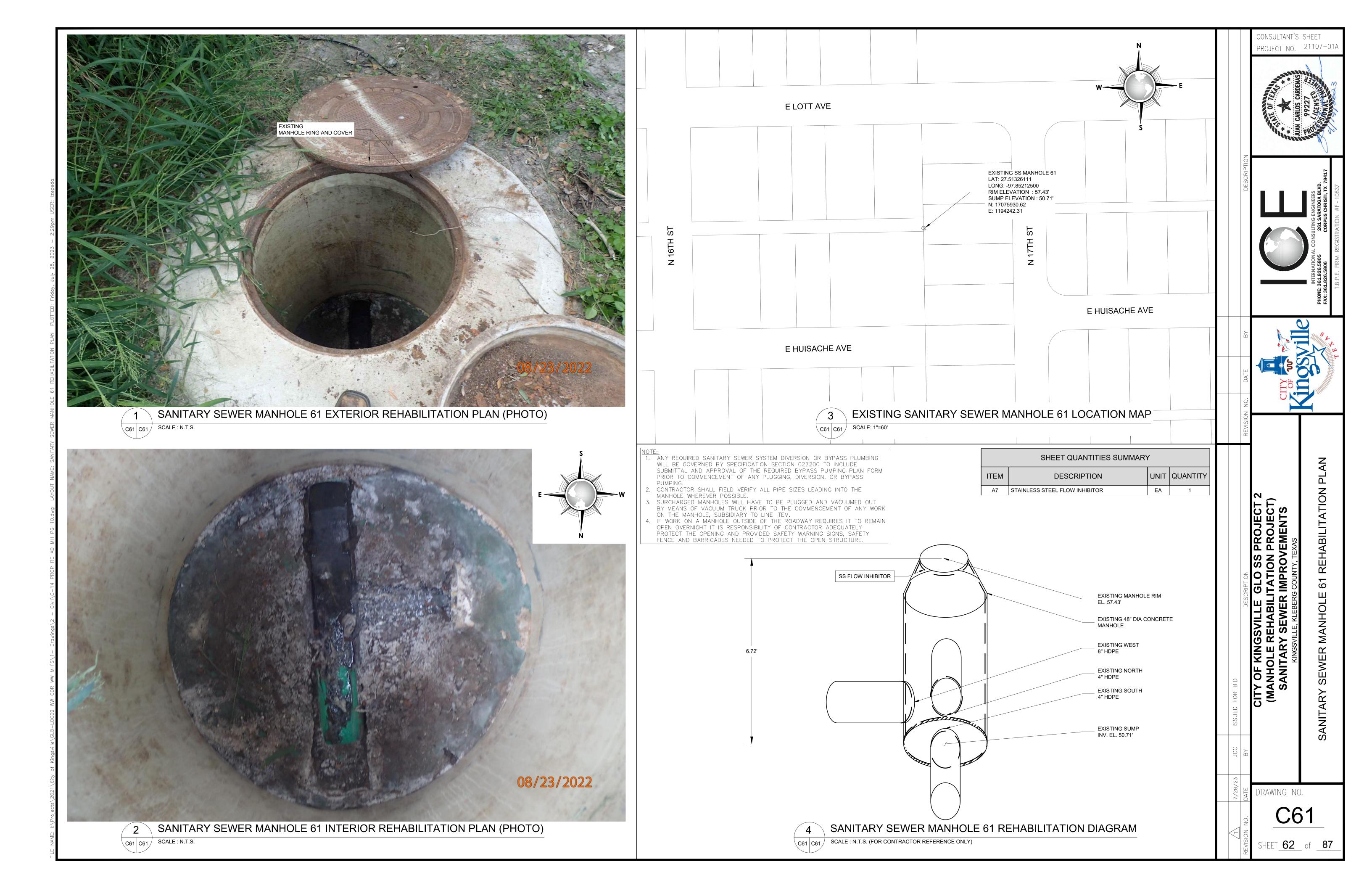


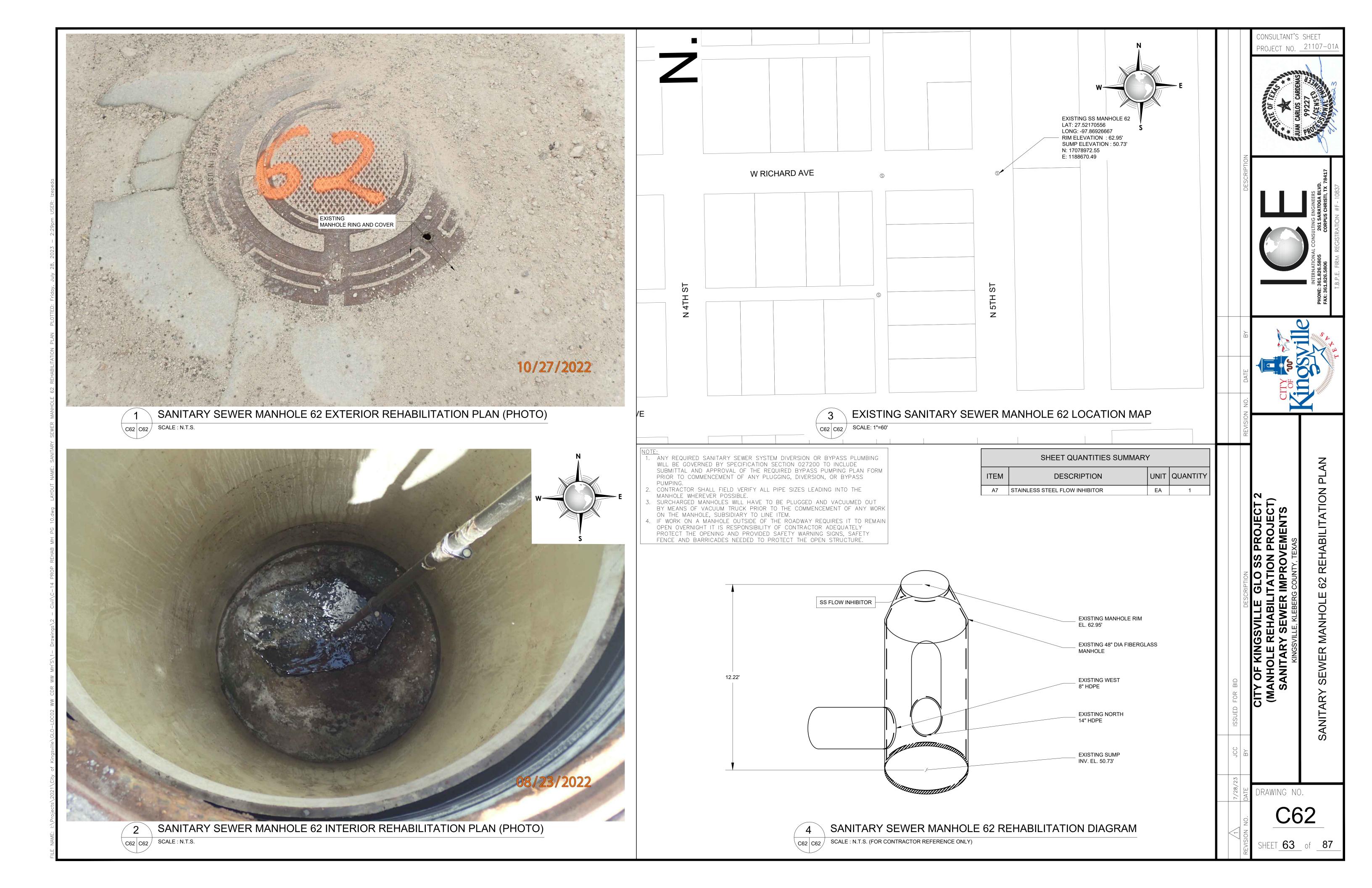
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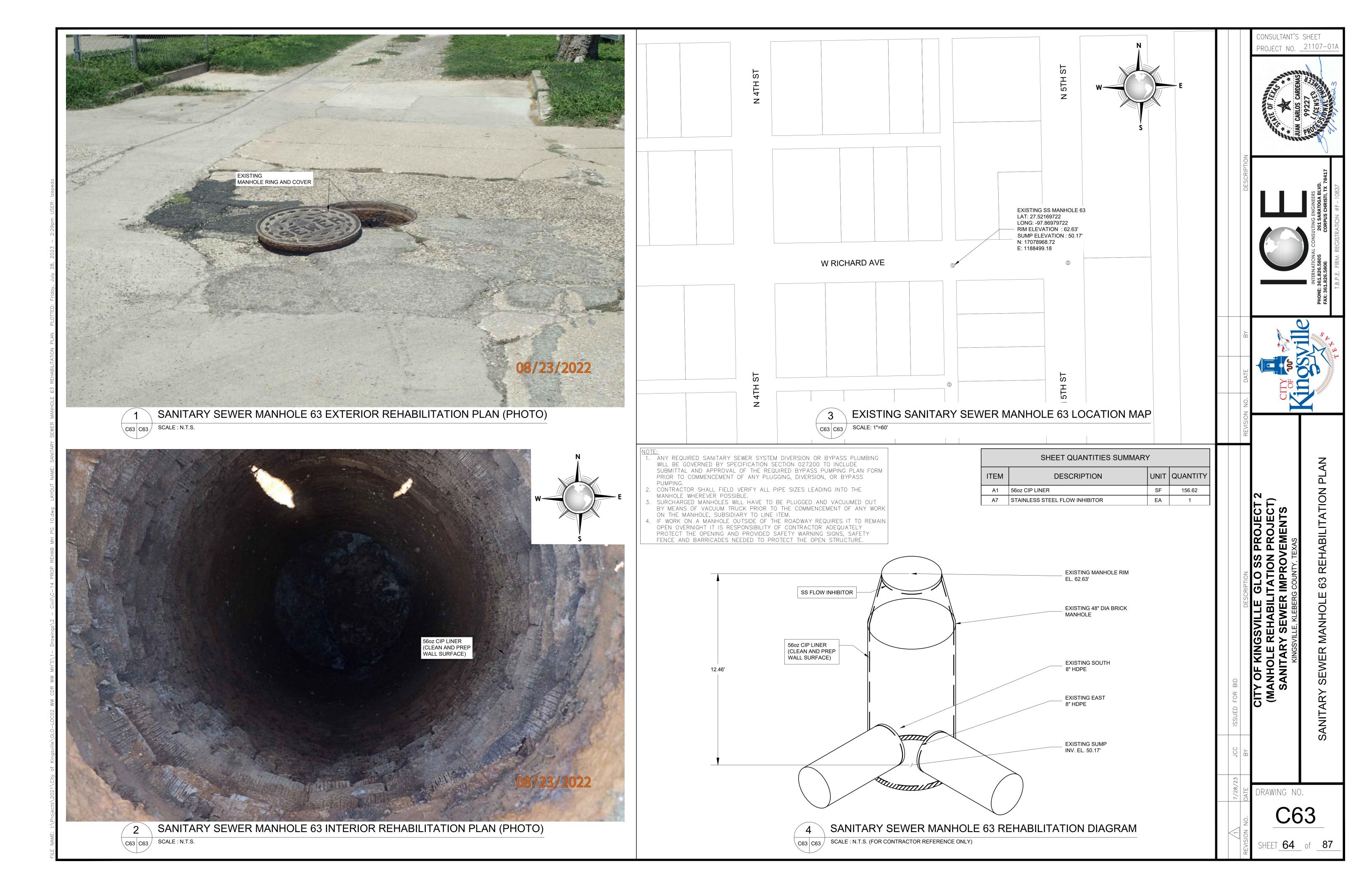
SHEET 61 of 87

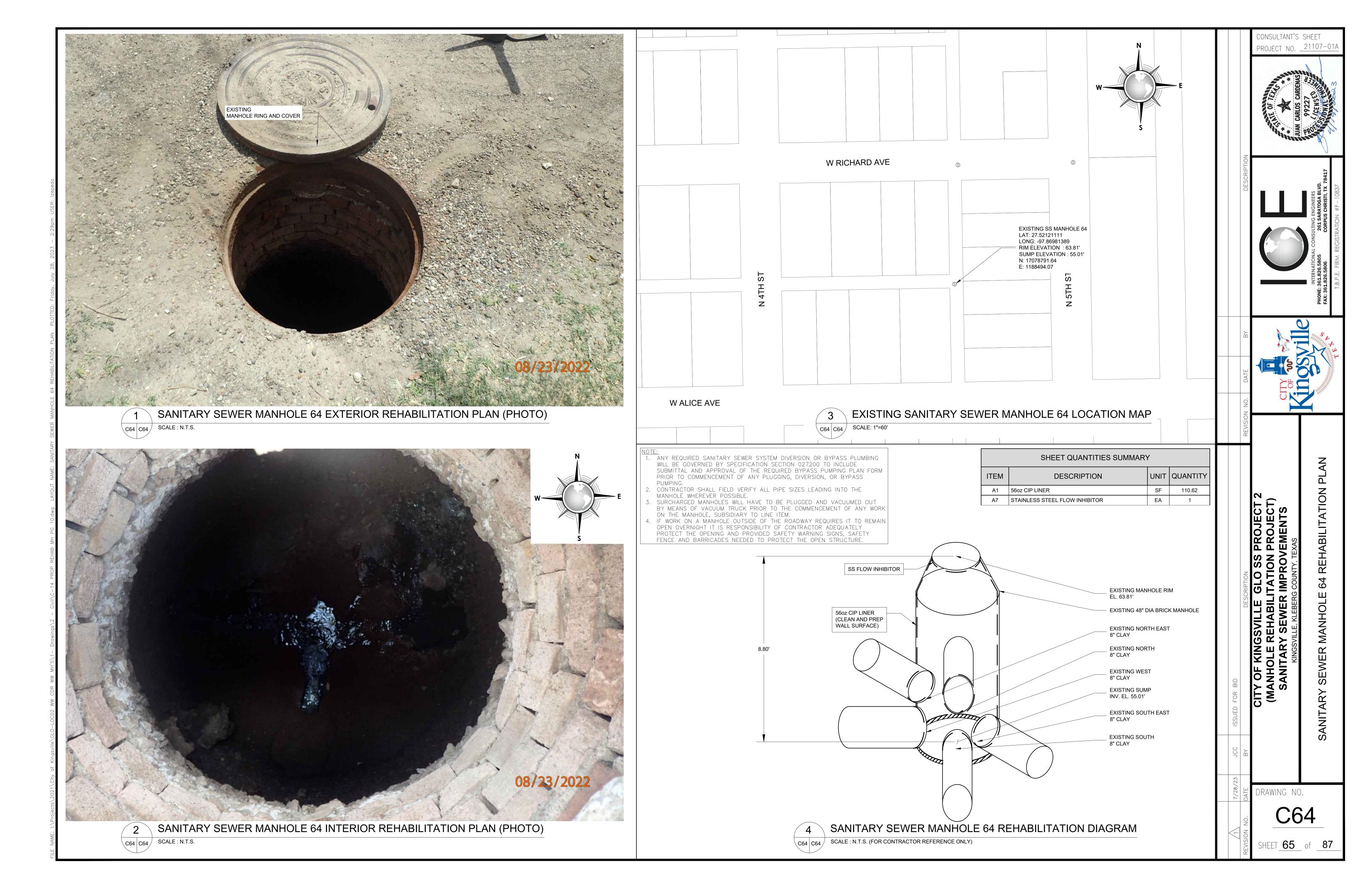
CONSULTANT'S SHEET

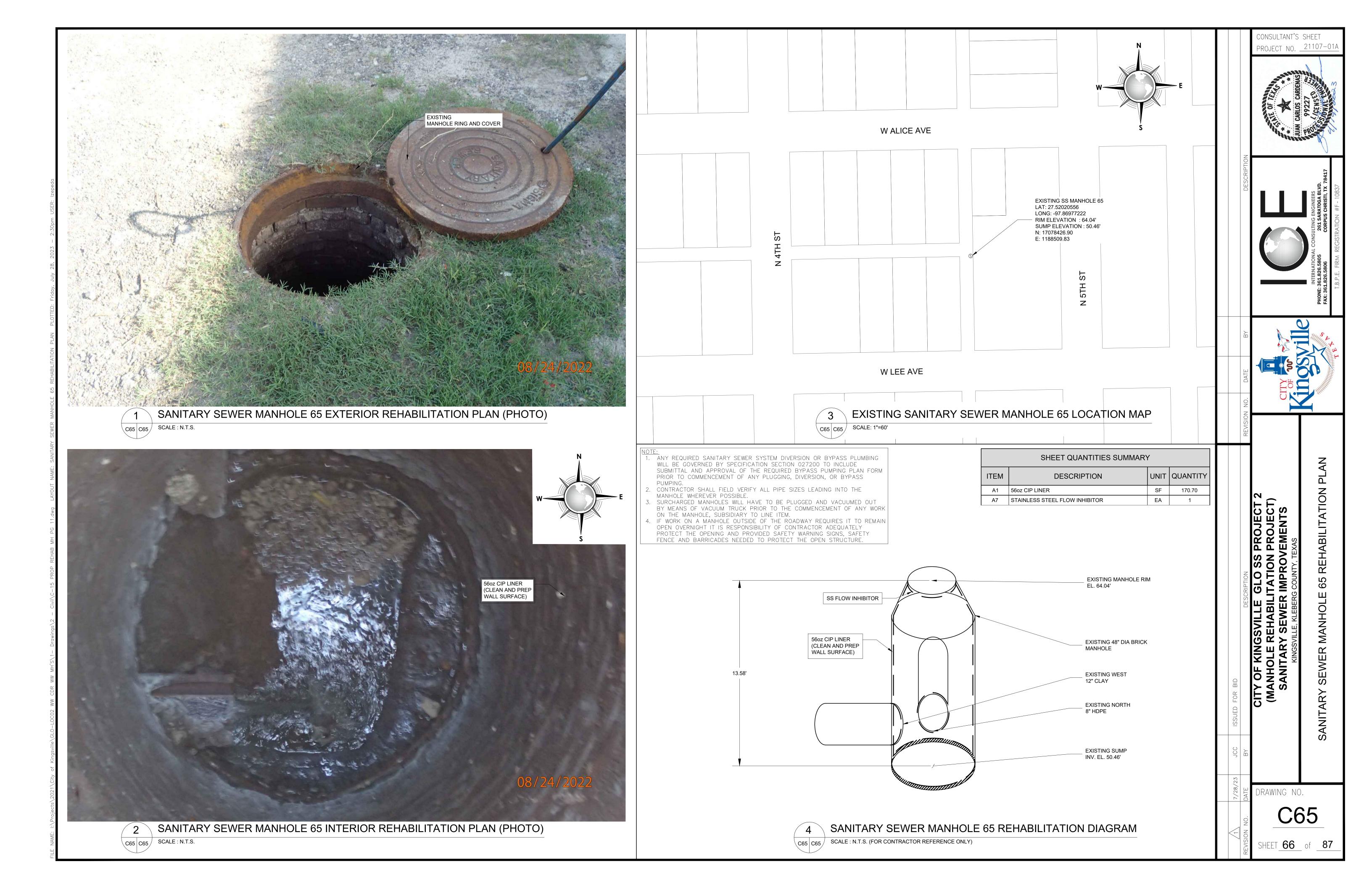
PROJECT NO. 21107-01A

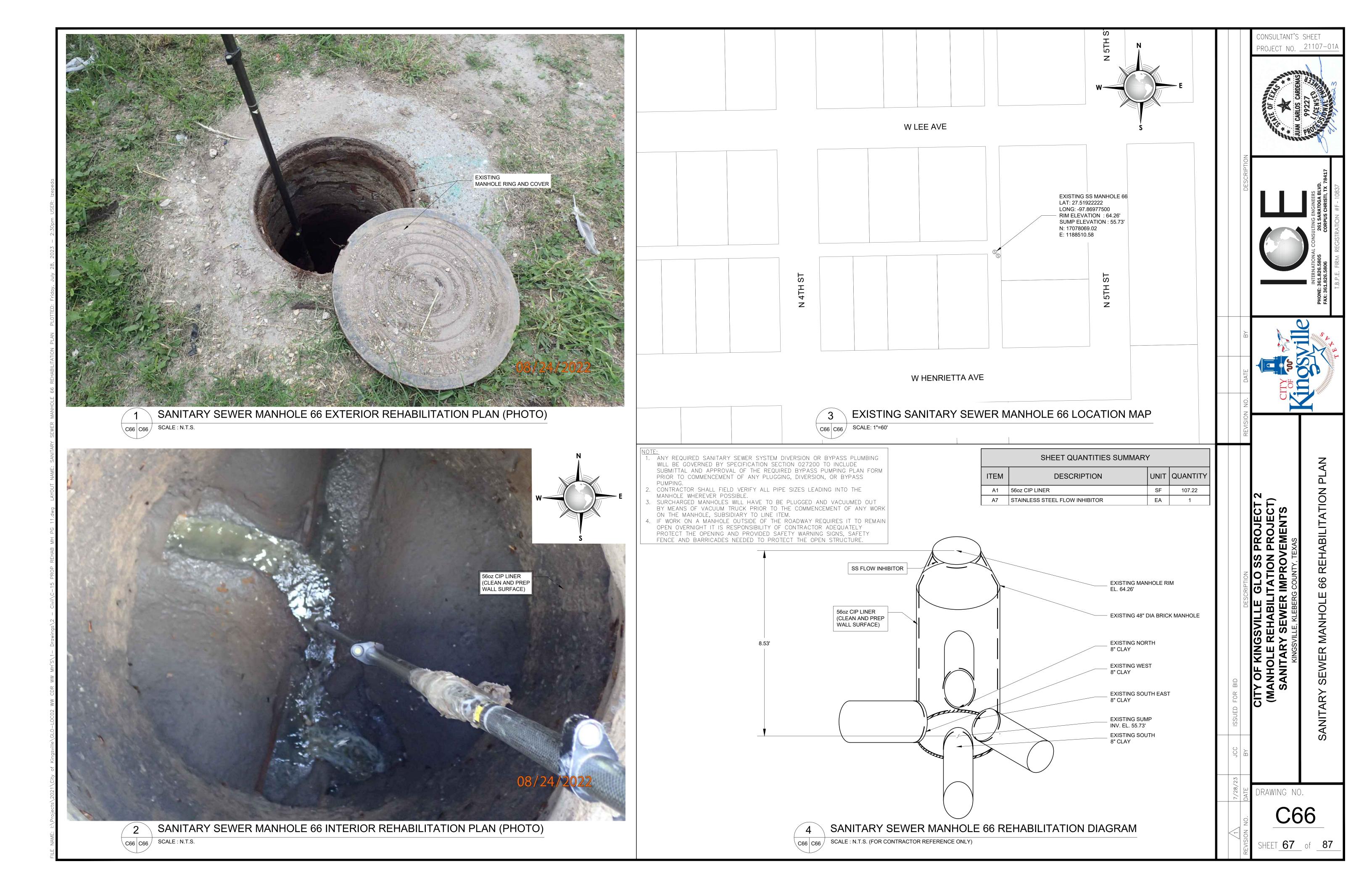


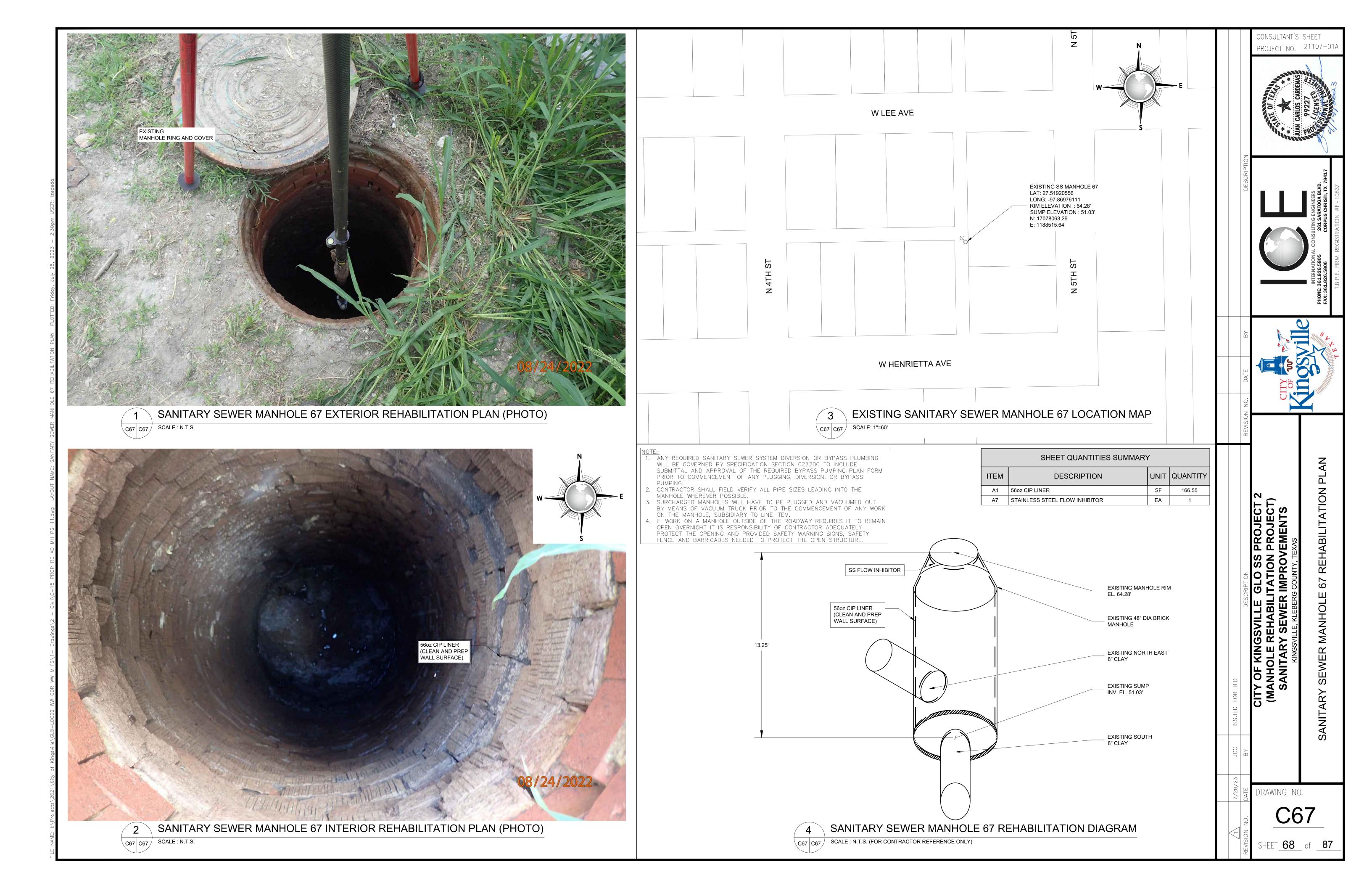


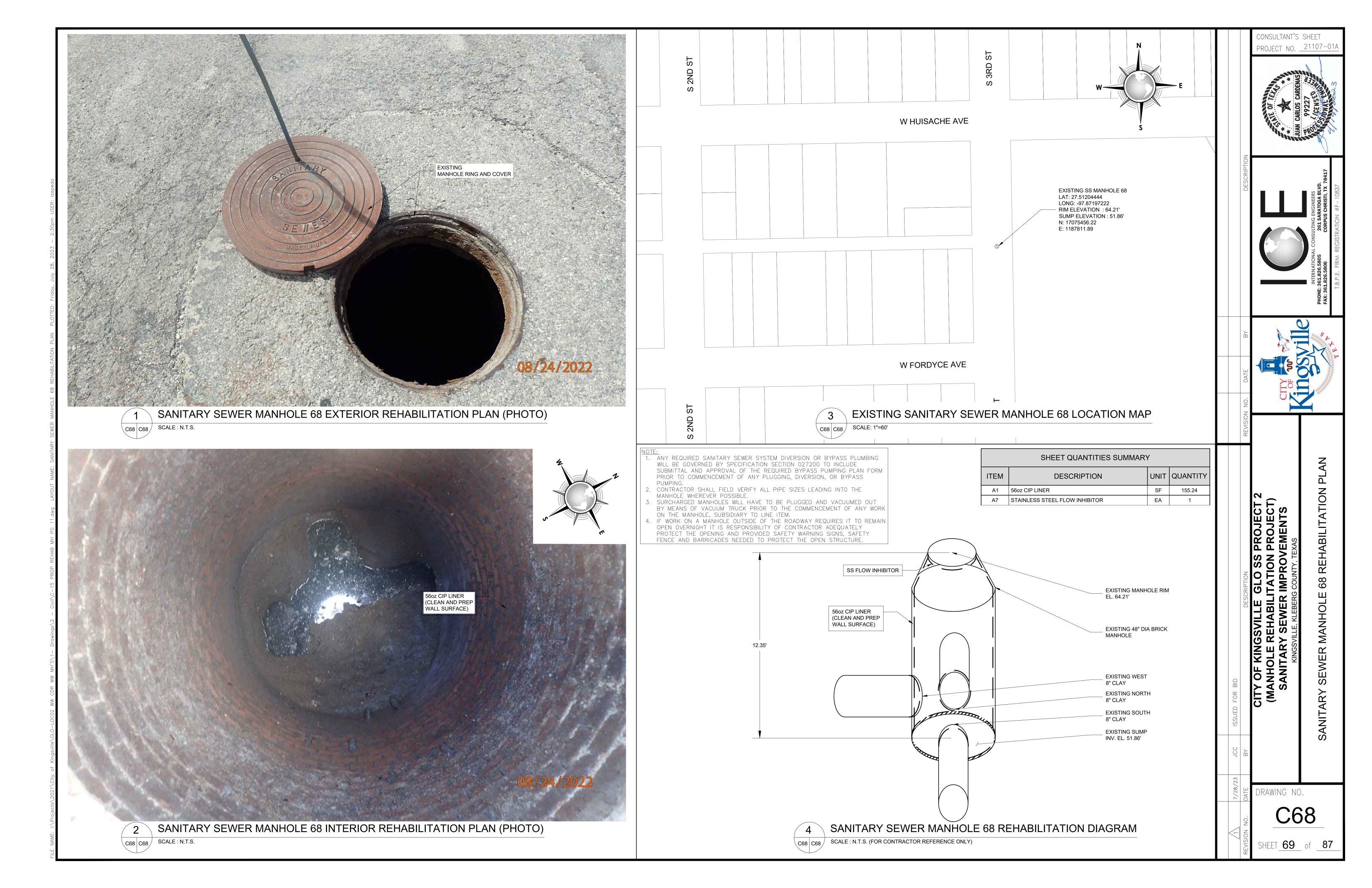


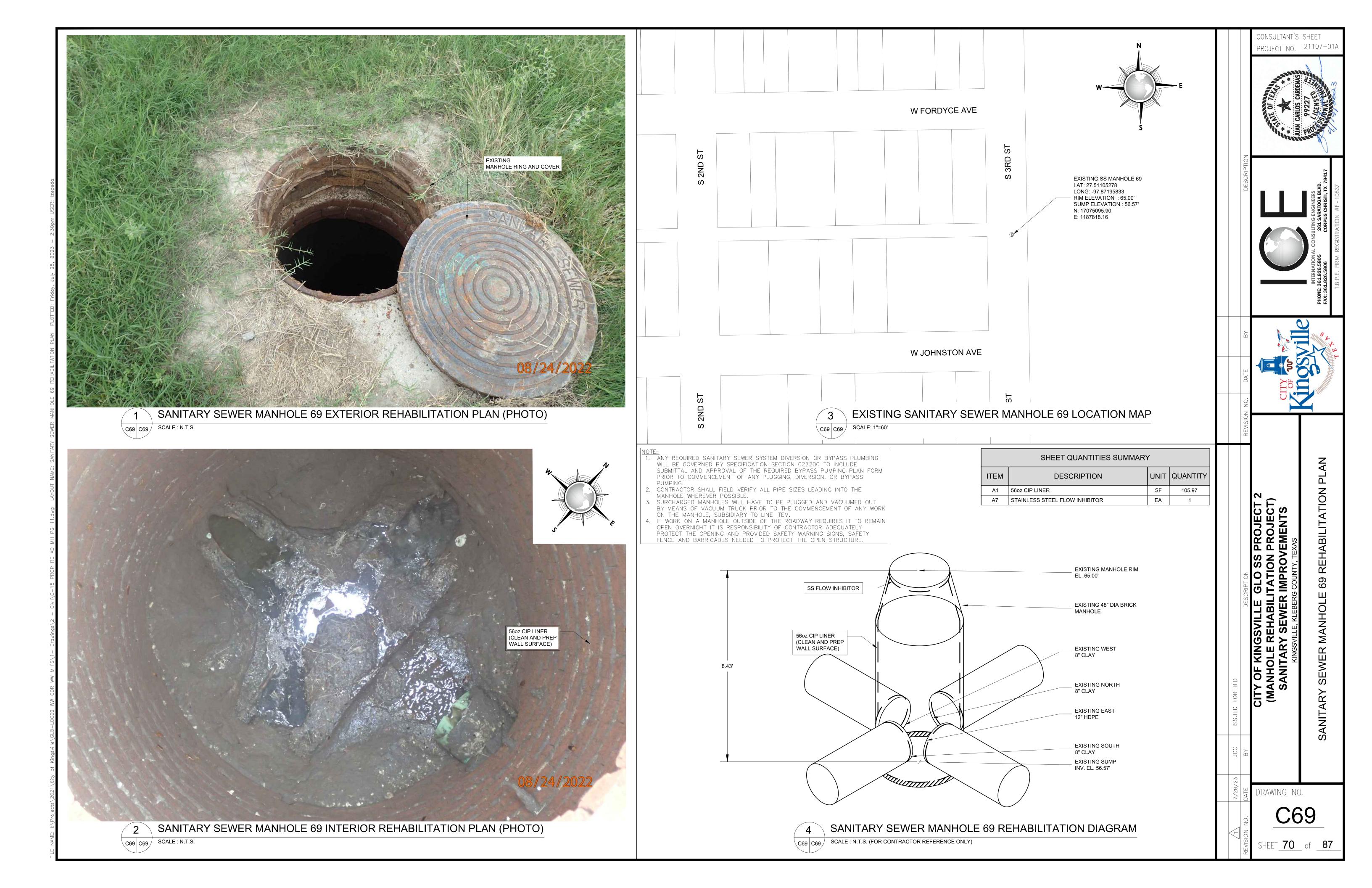


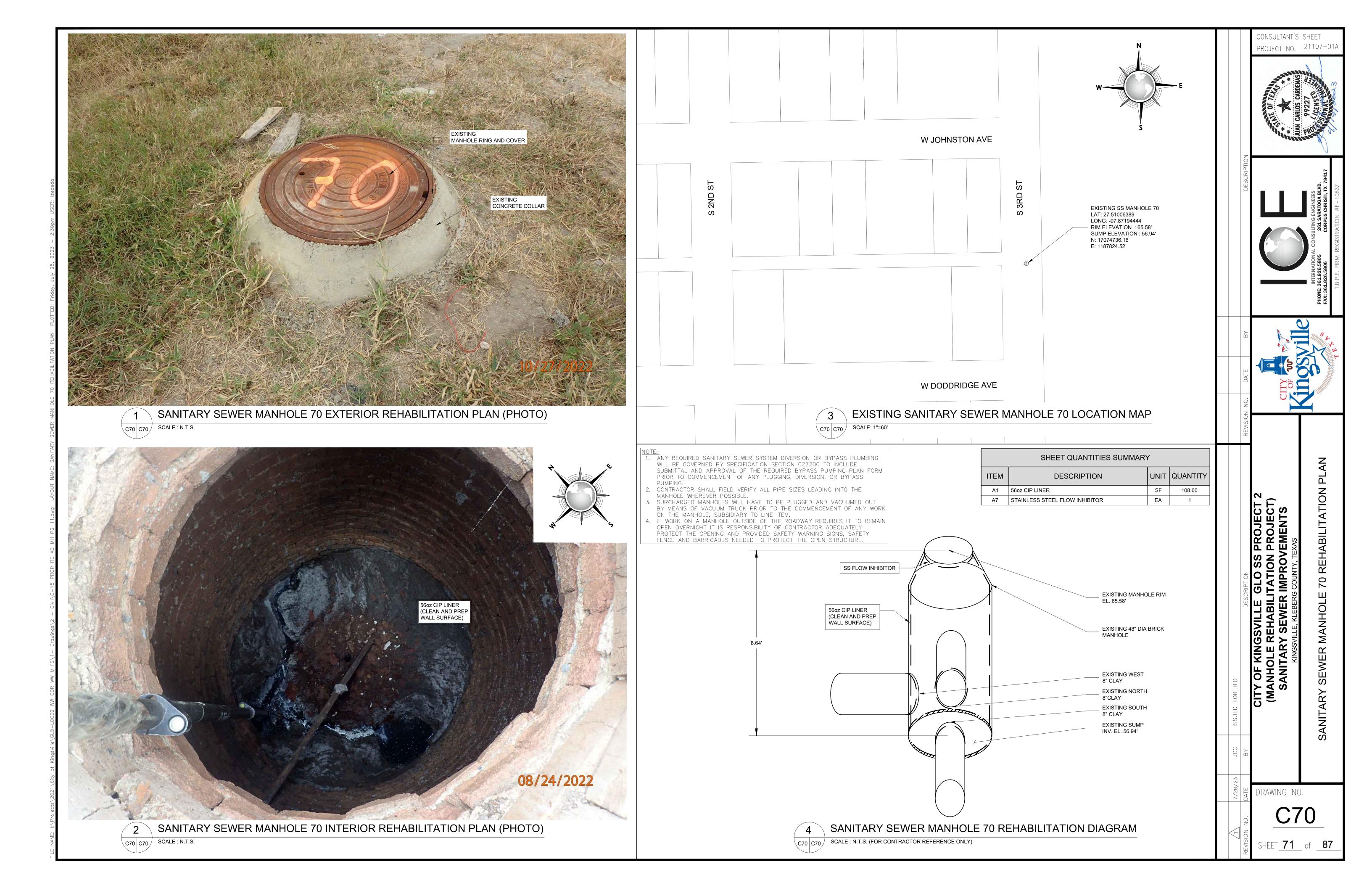


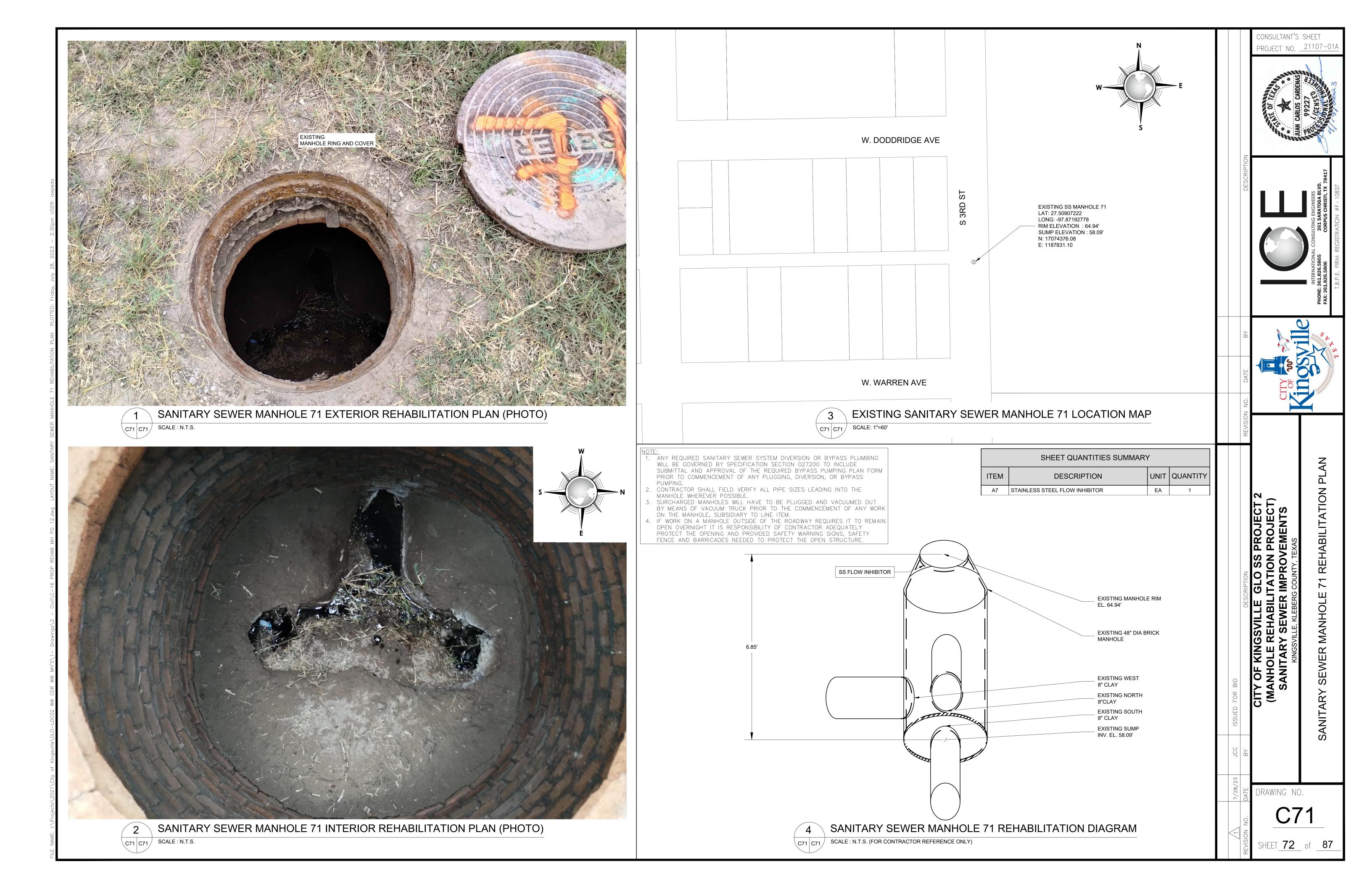


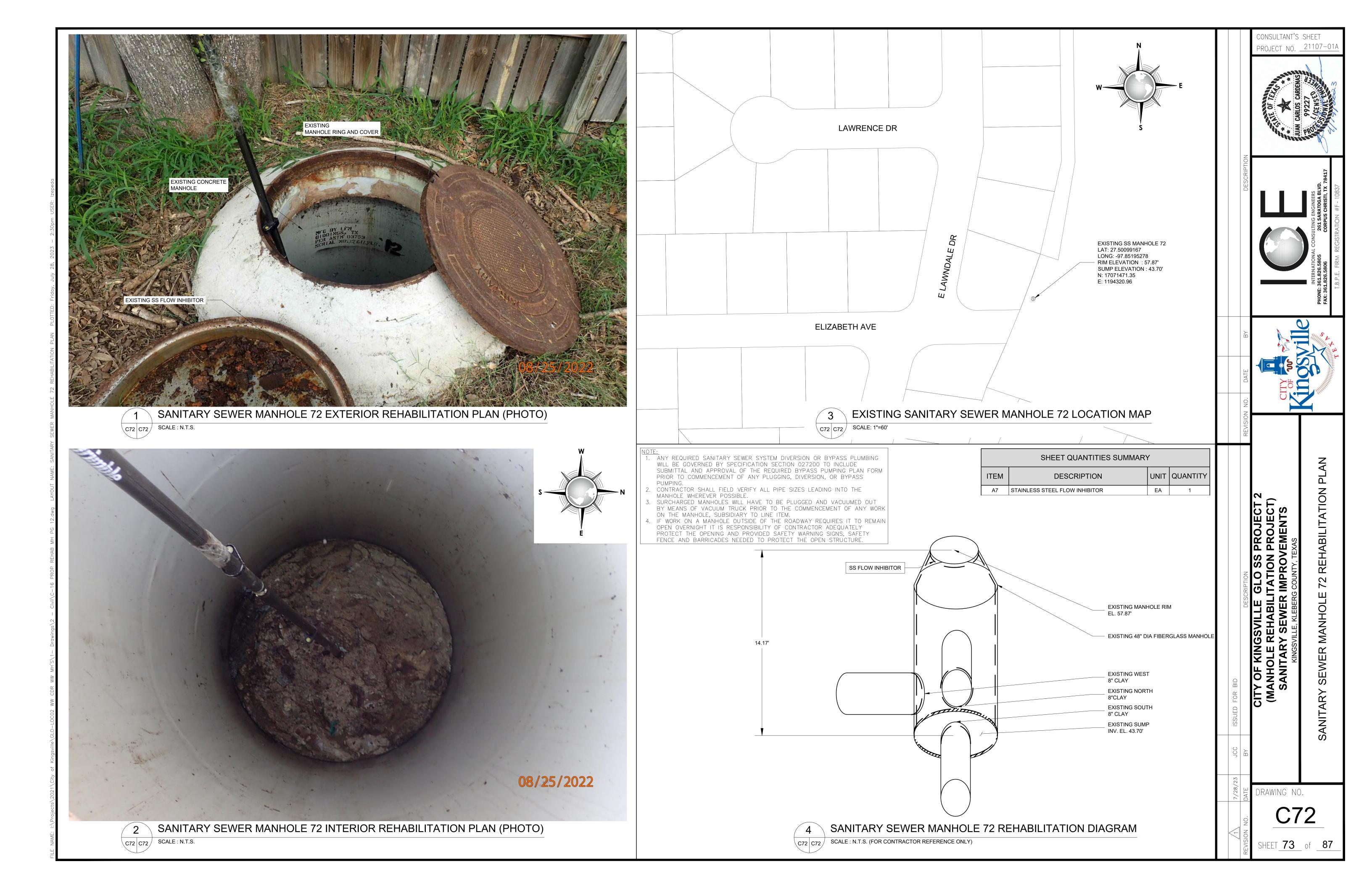


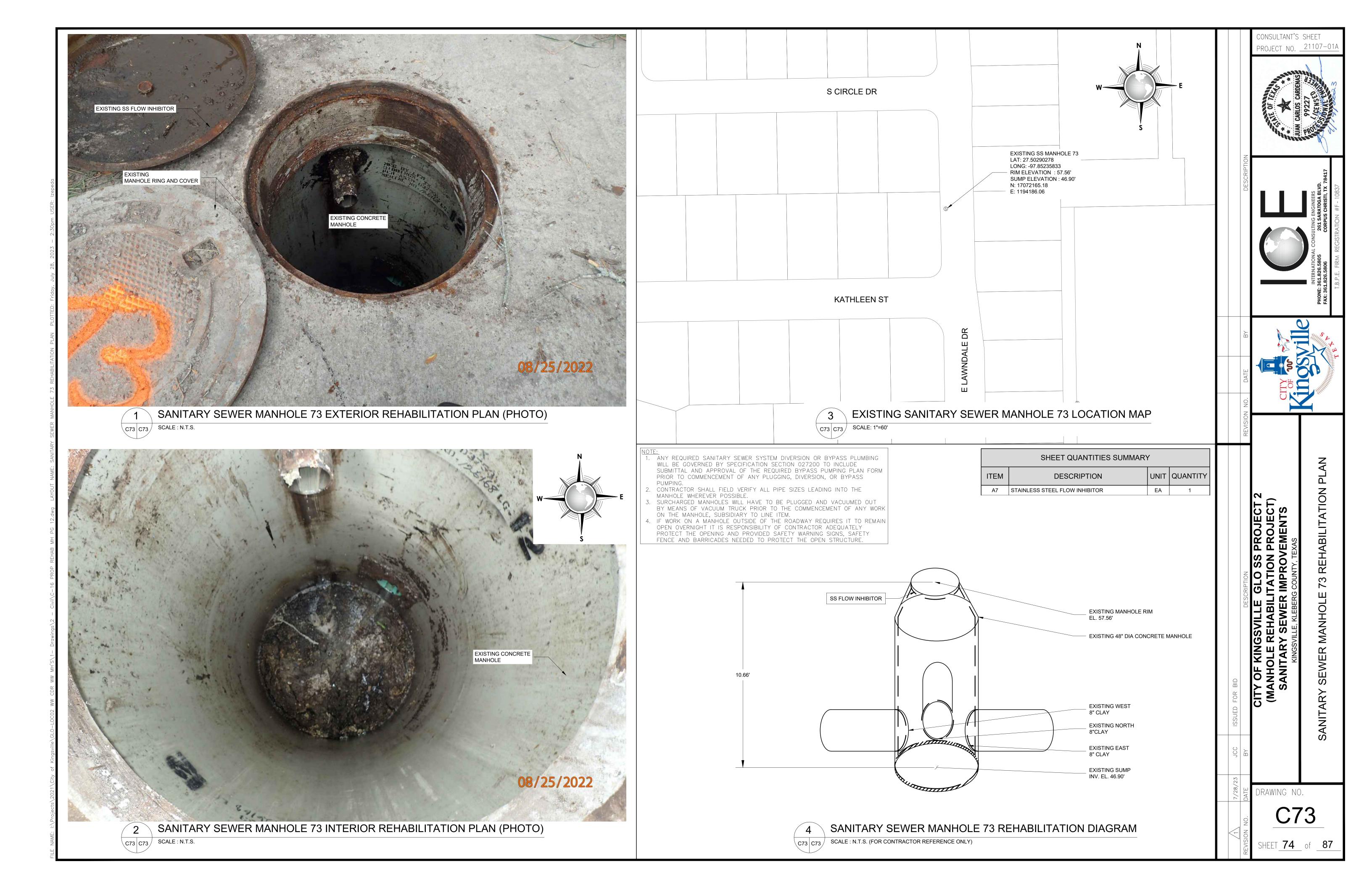


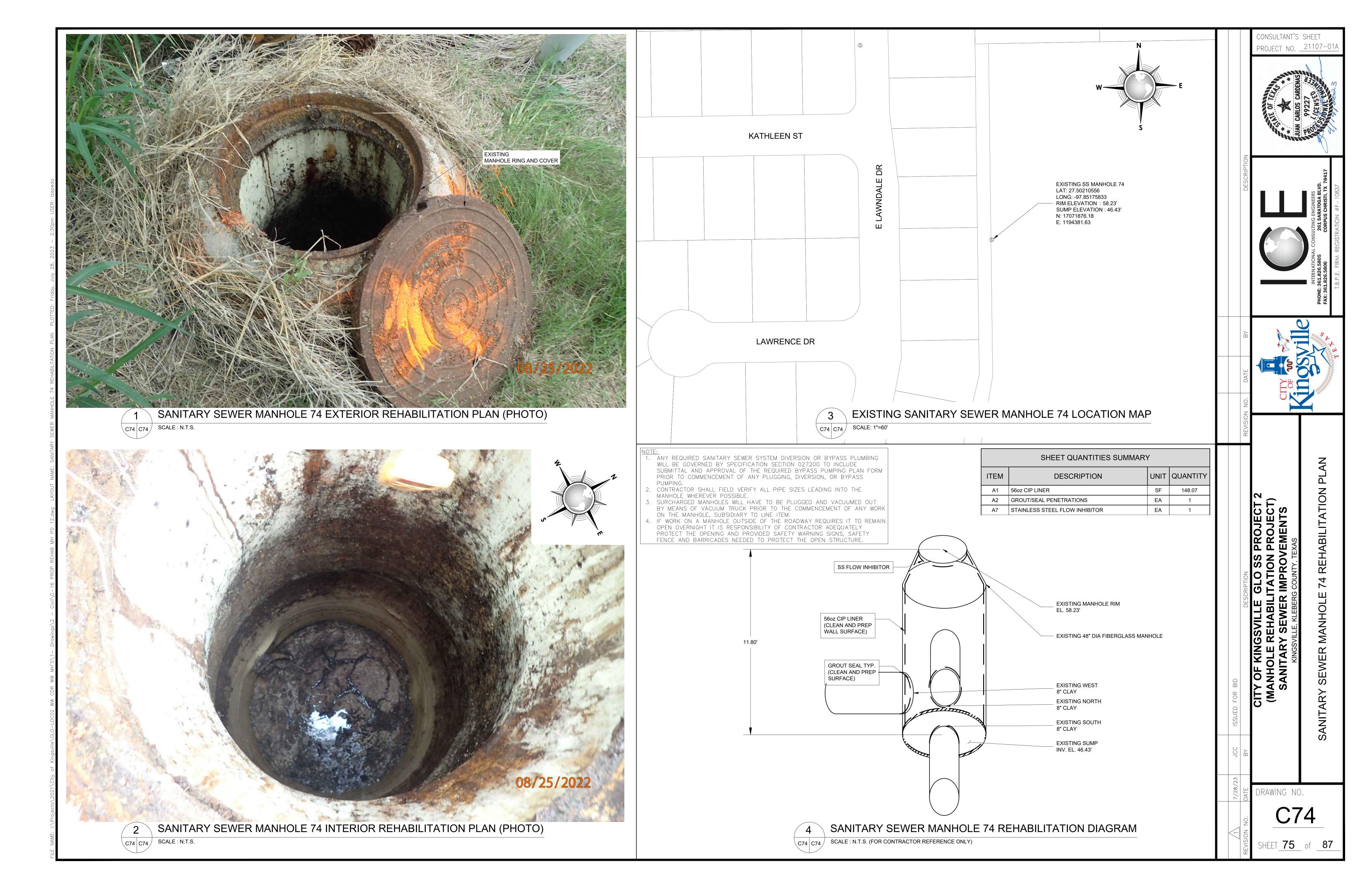


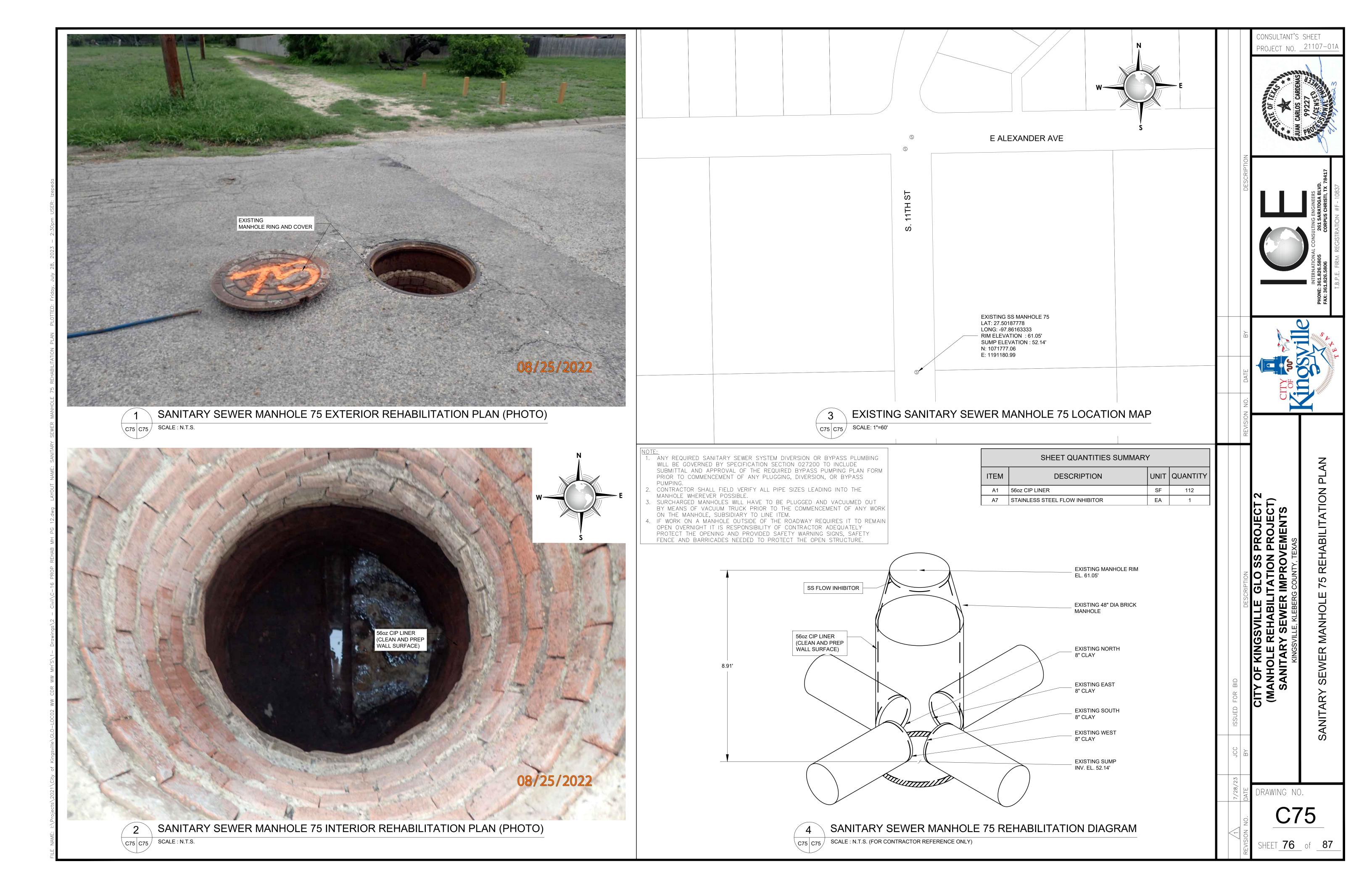


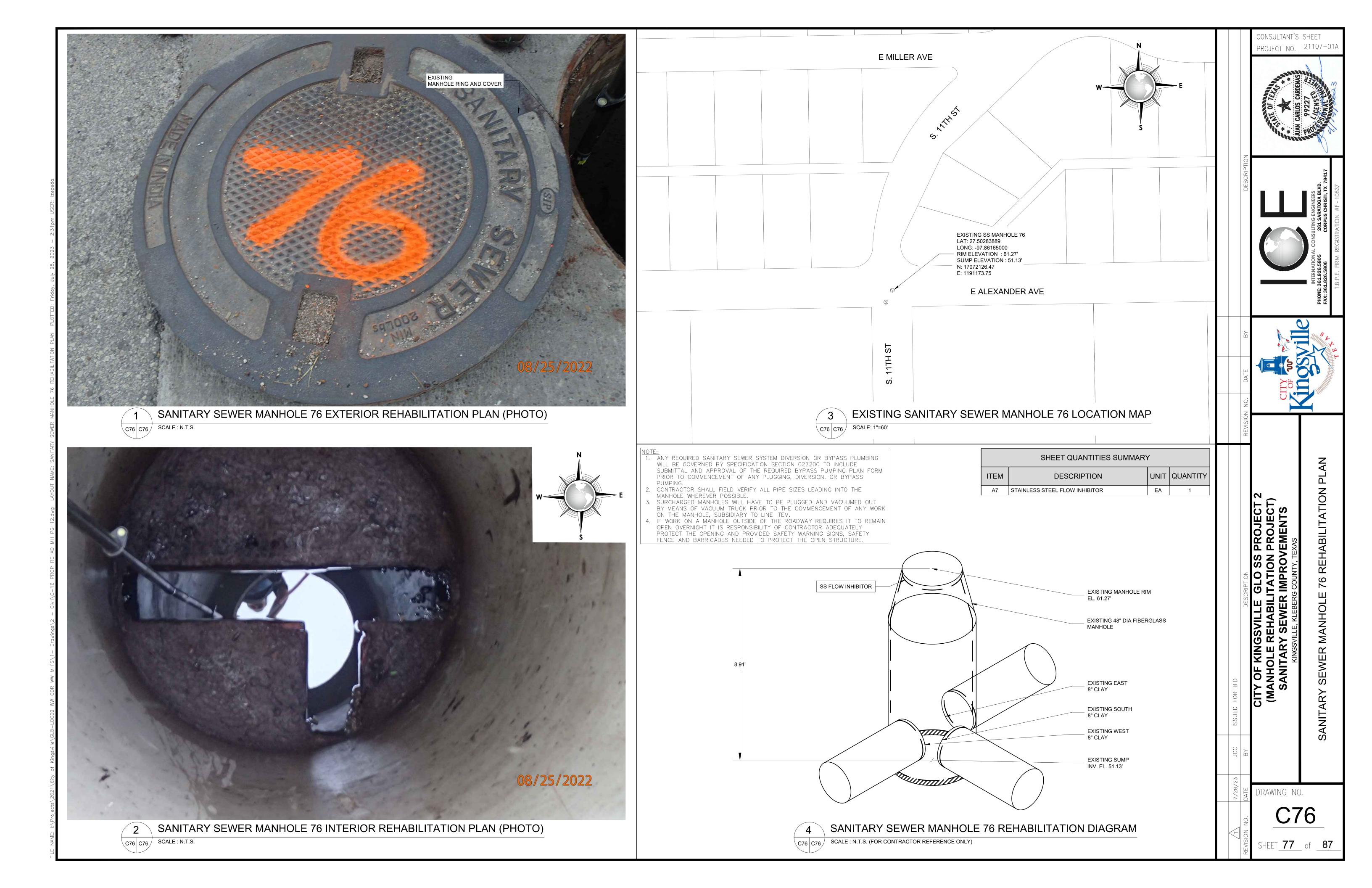


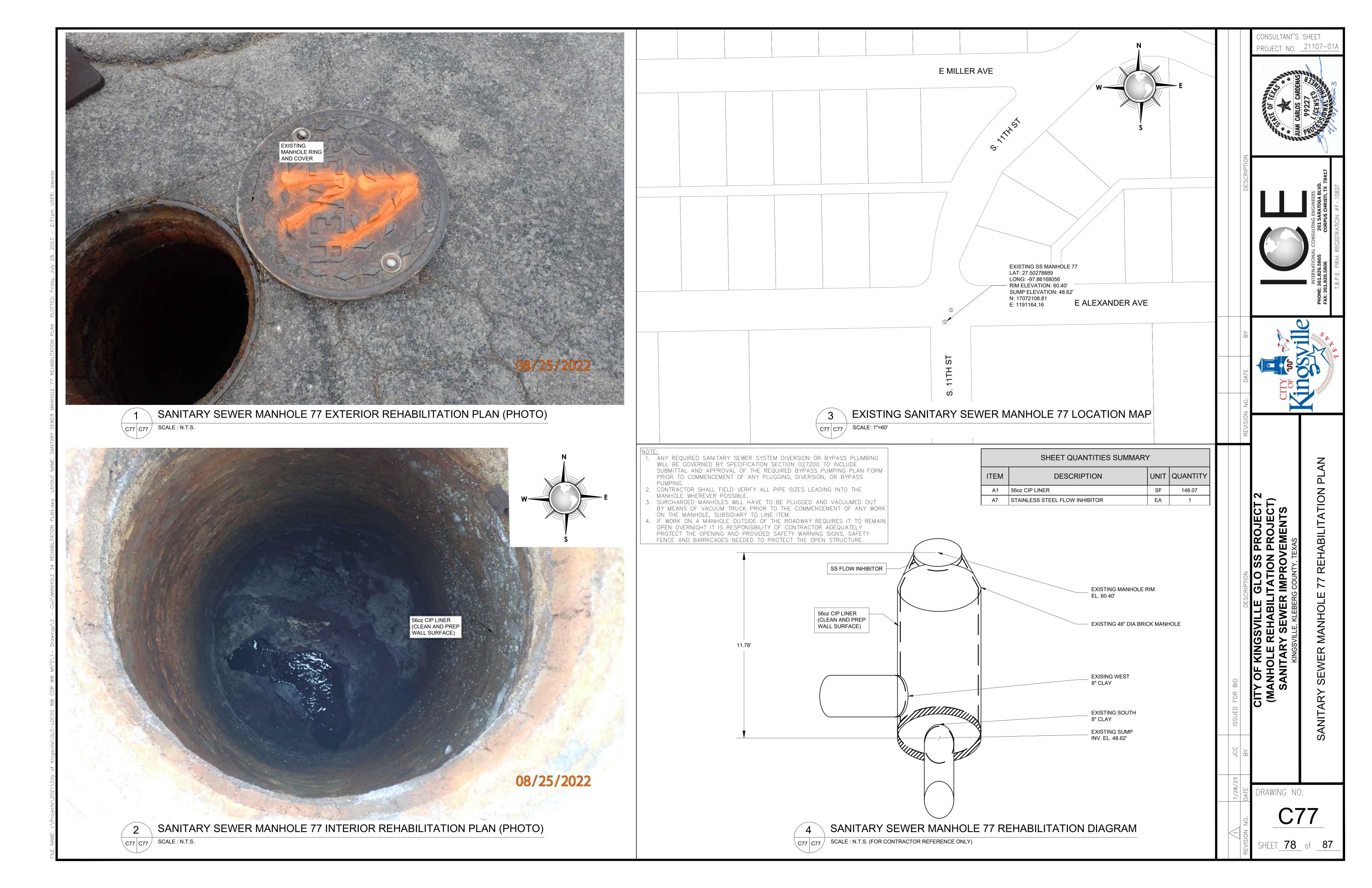


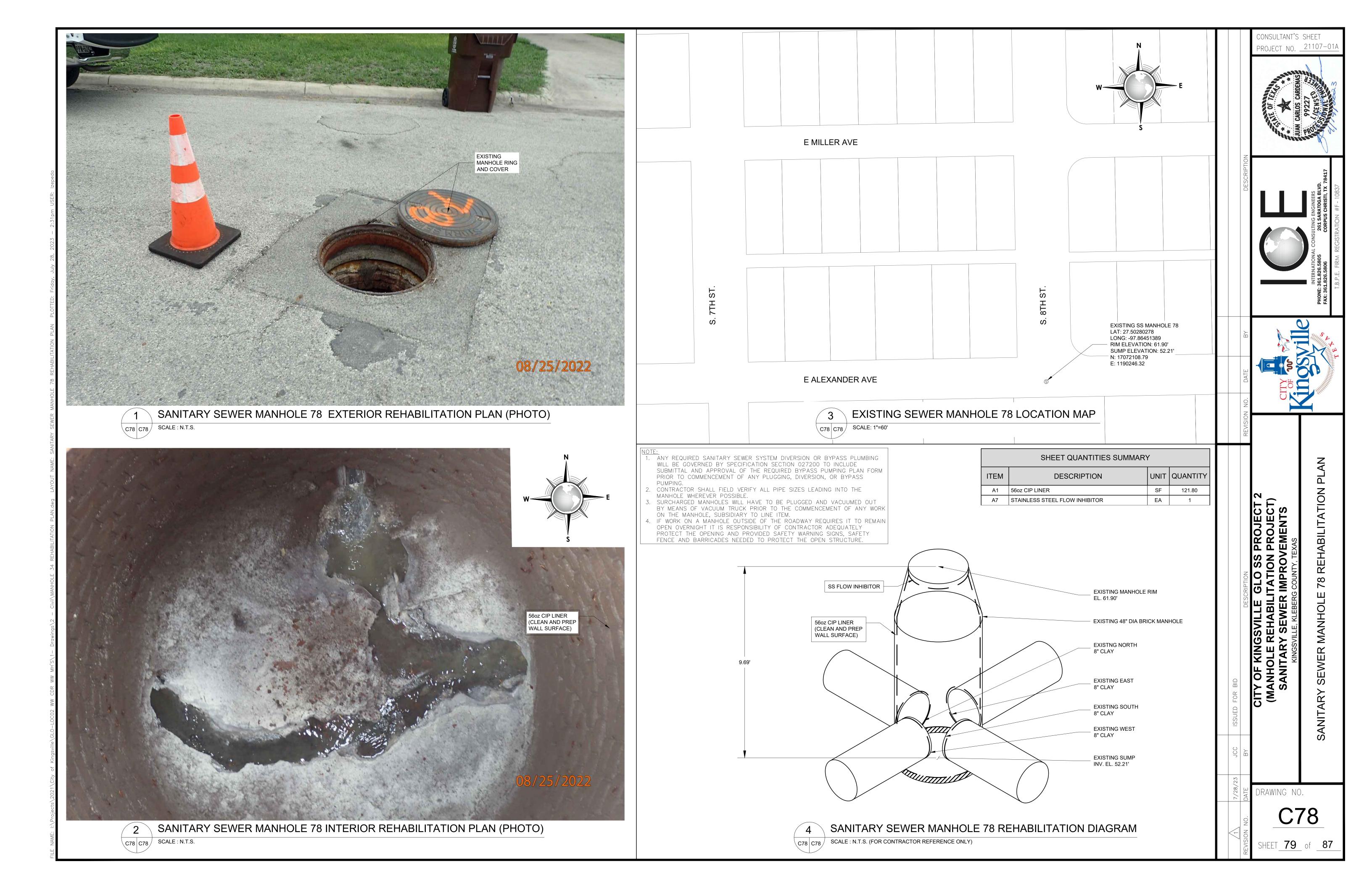


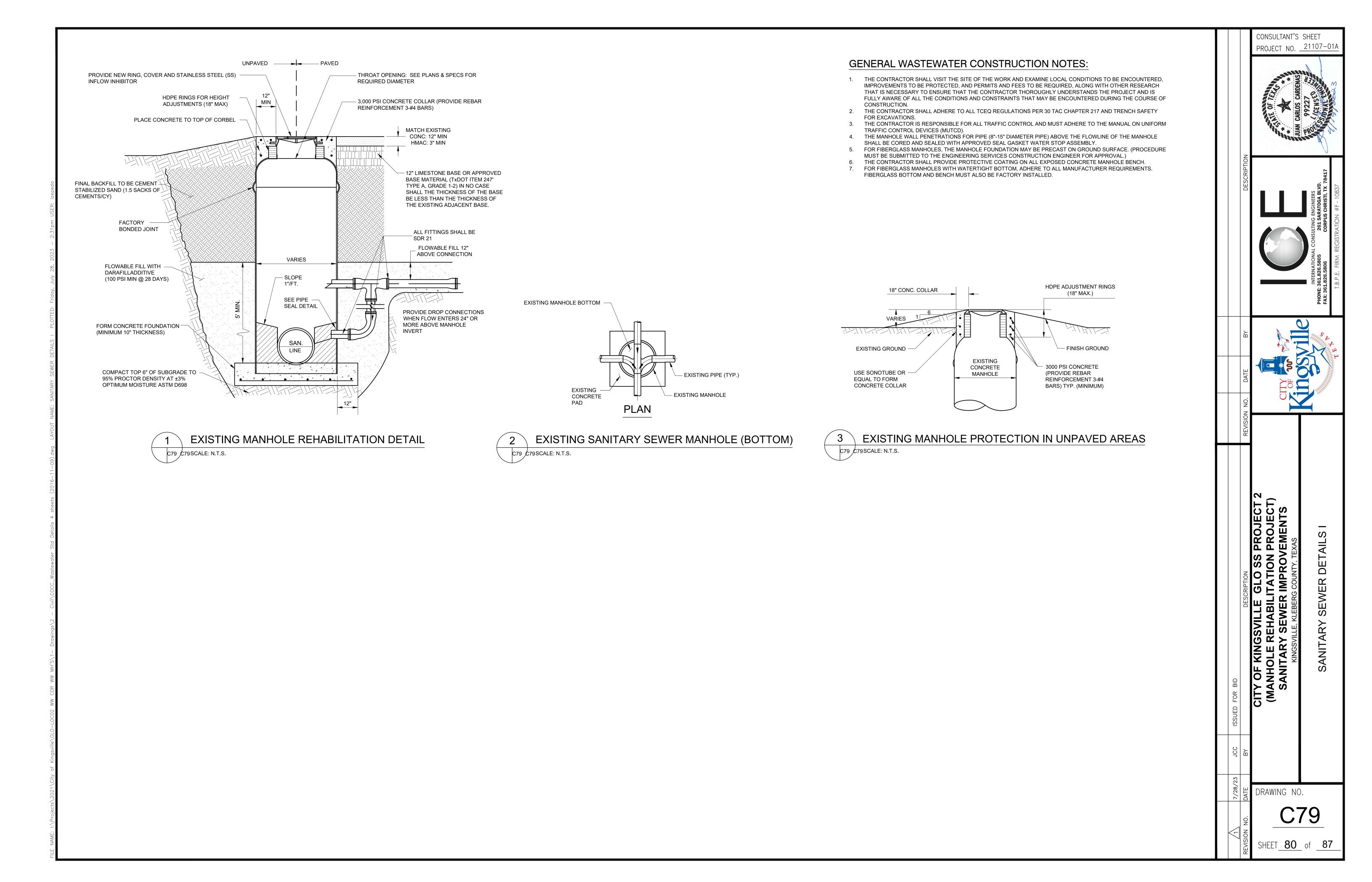


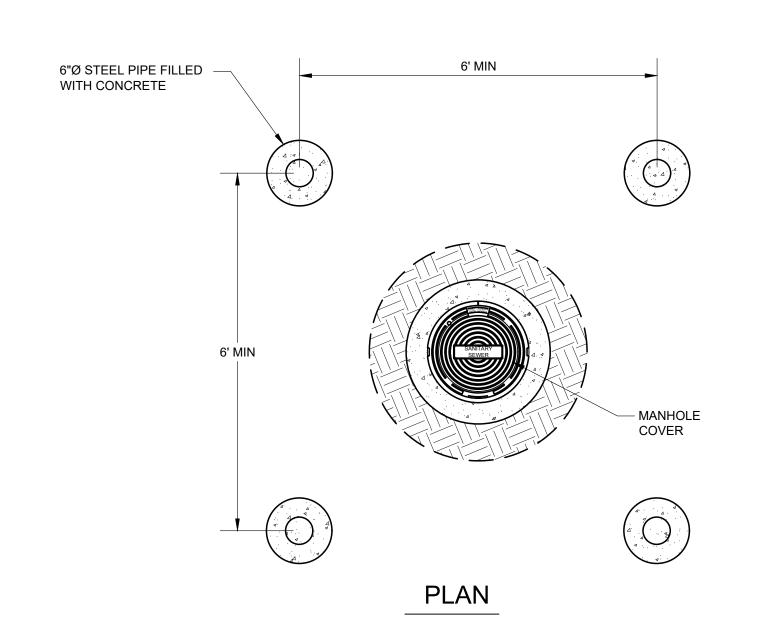


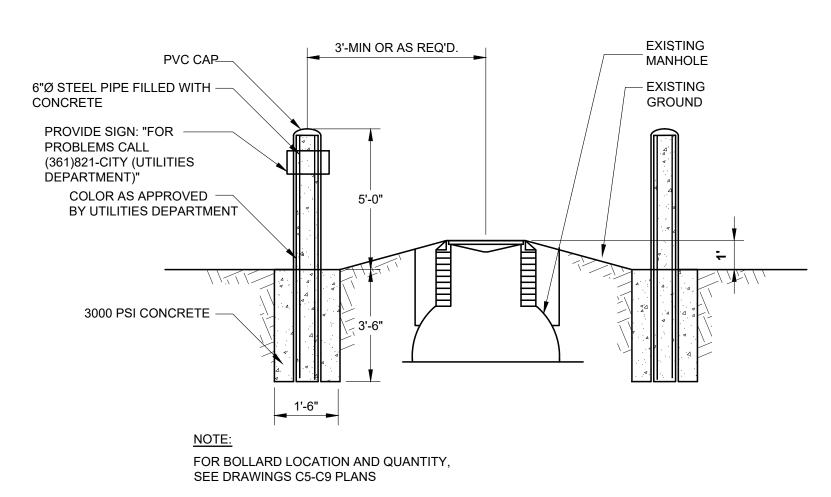






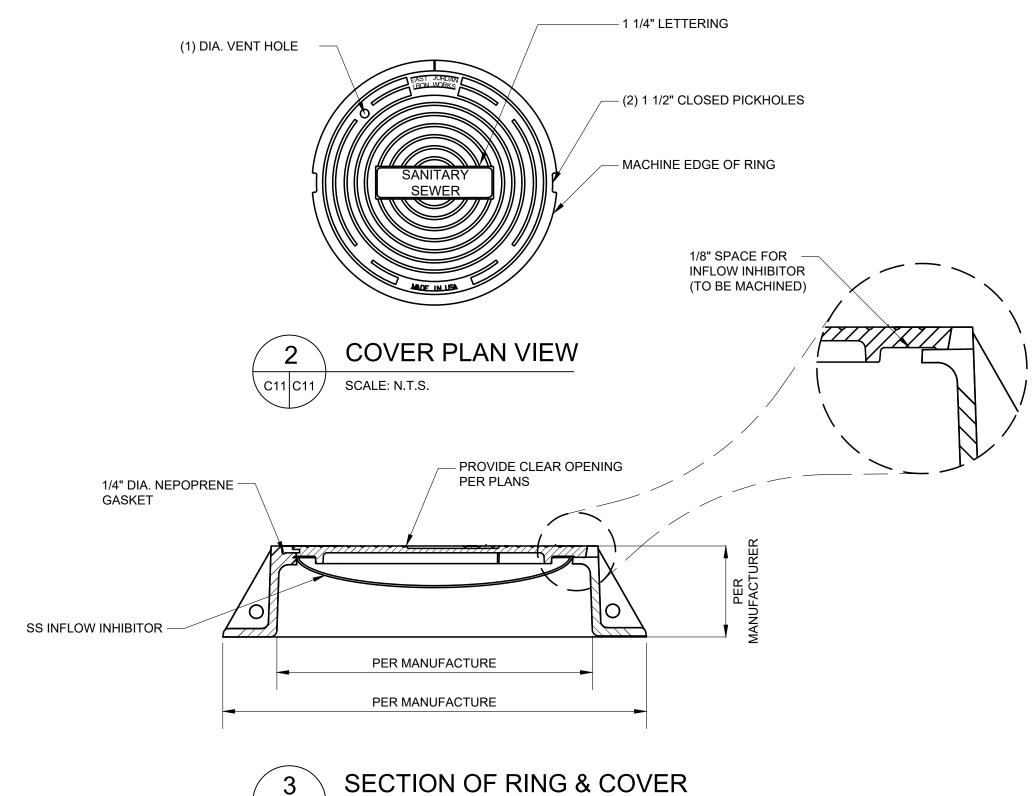






**ELEVATION** 





# ROADWAY MANHOLE RING AND COVER:

SCALE: N.T.S.

- 1. THE CONTRACTOR SHALL PROVIDE STAINLESS STEEL (S.S.) INFLOW INHIBITOR WITH SS TETHER SECURED TO MANHOLE WALL, SUCH THAT THE INNER LID IS FLUSH WITH THE OUTER LID.
- TRAFFIC SHALL BE RESTRICTED FROM MANHOLE FOR 48 HOURS AFTER THE PLACEMENT OF CONCRETE, AND COLLAR SHALL PROVIDE A SUFFICIENT, CLEAR OPENING TO ACCOMMODATE THE SPECIFIED MANHOLE COVER.
- 3. AASHTO-M-306 (LATEST REVISION) PROOF LOAD TESTING IS REQUIRED (40,000 LBS) AND MUST BE INSPECTED. PRIOR TO INSTALLATION, THE RESULTS OF THE TEST SHALL BE SUBMITTED TO THE CITY
- 4. THE MANUFACTURING FACILITIES FOR ALL PROVIDED RING AND COVER ASSEMBLIES SHALL MEET OR EXCEED ALL EPA ENVIRONMENTAL STANDARDS AND OSHA SAFETY STANDARDS. THE CASTINGS SHALL BE MANUFACTURED FROM RECYCLED MATERIALS. THE CONTRACTOR SHALL PROVIDE CERTIFICATION.

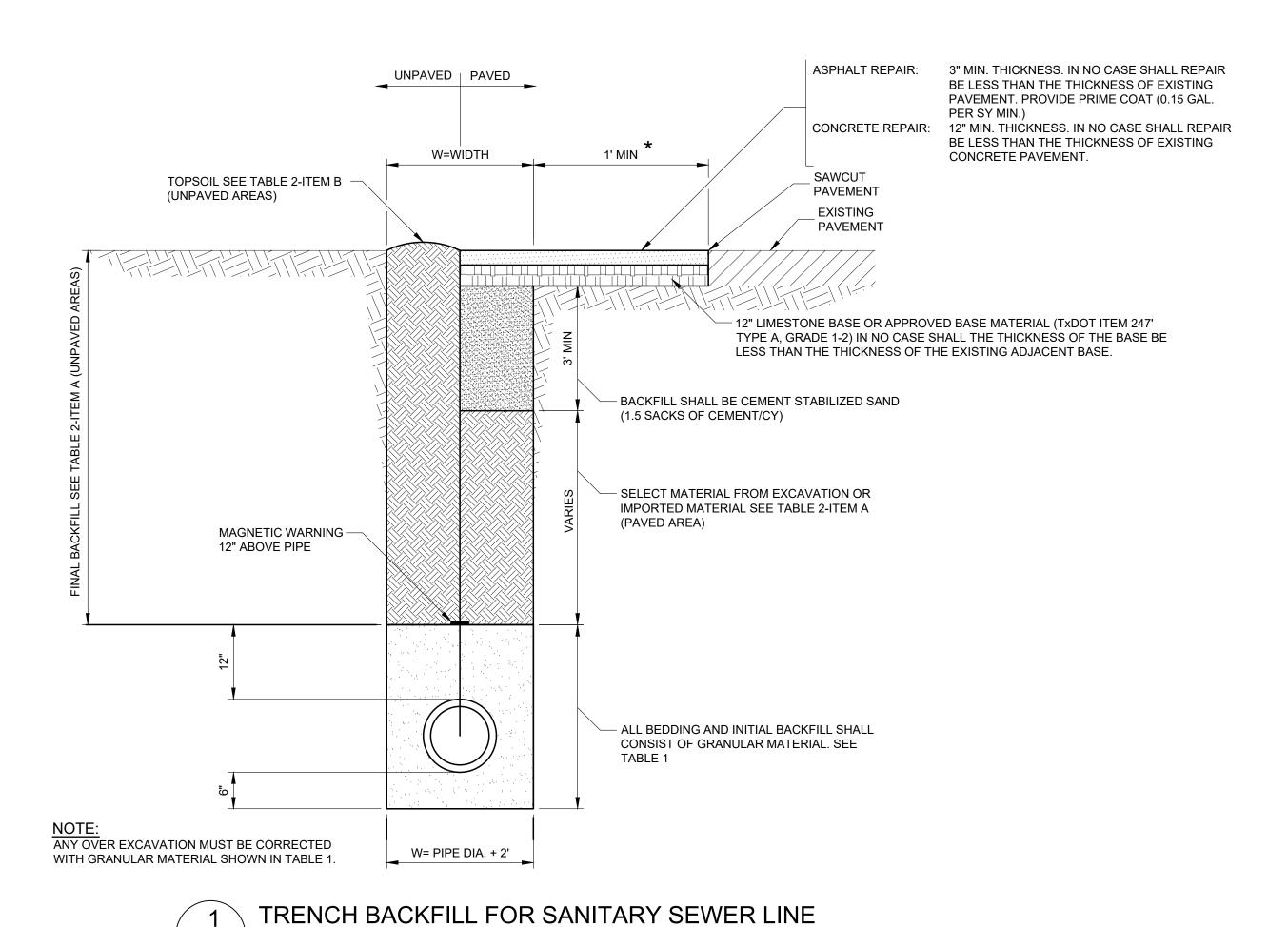
CLEAR OPENING	MANUFACTURER (1)	MODEL NUMBER*	INFLOW INHIBITOR
30" U.S. FO	EAST JORDAN IRON WORKS	COVER- V1430 FRAME- V1420	
	U.S. FOUNDRY	COVER- #9210048 FRAME- #8021361	REQUIRED ON ALL INSTALLATIONS PER CITY SPECIFICATIONS
	NEENAH FOUNDRY	DF-1274	



	No	JUAN CARLOS CARDENASS 89227 89227 80000 CELES EN CONTROLLES CONTRO
	DESCRIPTION	INTERNATIONAL CONSULTING ENGINEERS PHONE: 361.826.5805 FAX: 361.826.5806 CORPUS CHRISTI, TX 78417 T.B.P.E. FIRM REGISTRATION #F - 10837
	ВУ	
	DATE	
	REVISION NO.	
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$\parallel$	7/28/23 JCC DATE BY	
	REVISION NO. DA	C80

CONSULTANT'S SHEET

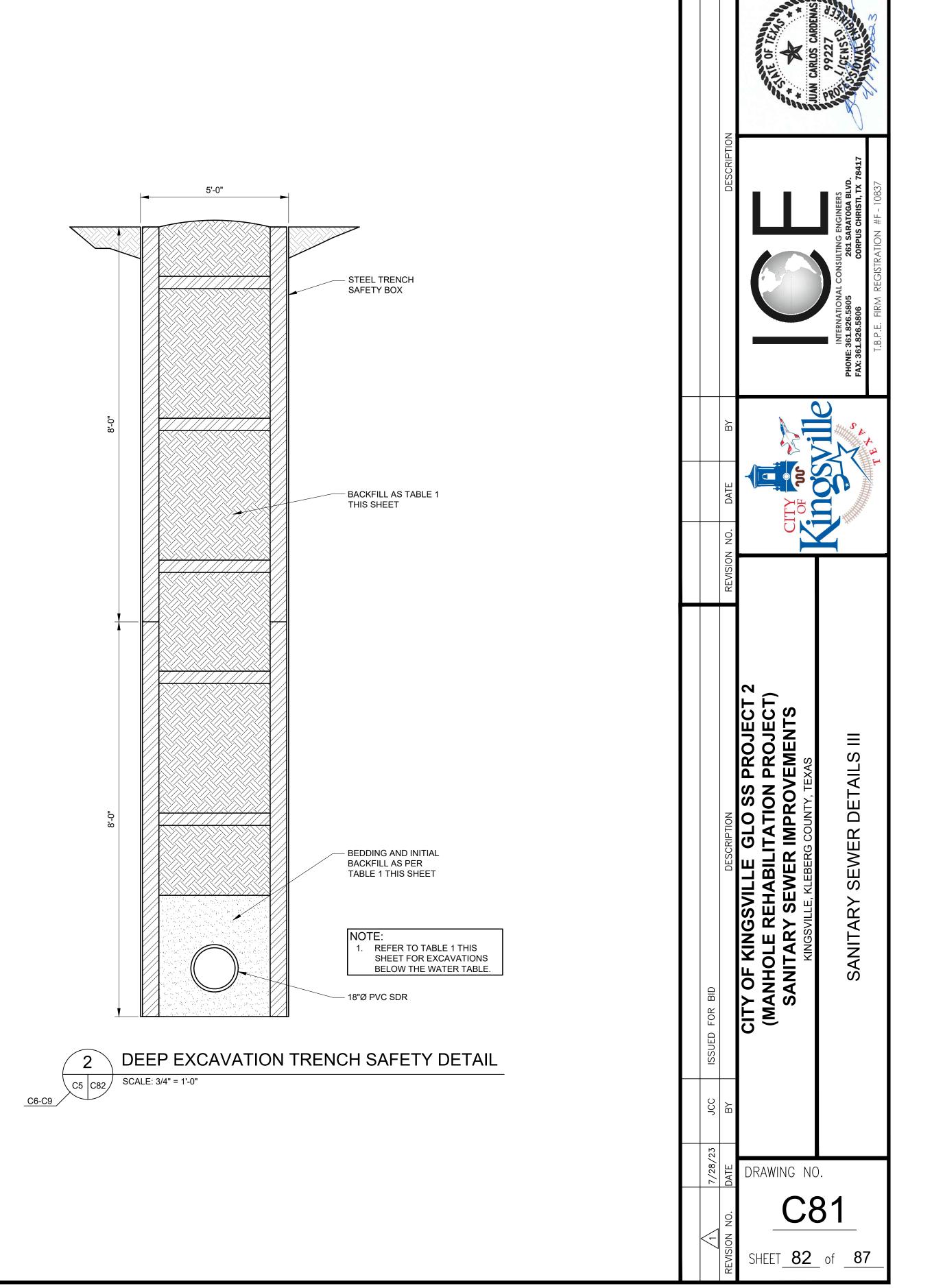
PROJECT NO. <u>21107-01A</u>



# GENERAL NOTES FOR BACKFILL

SCALE: 3/4" = 1'-0"

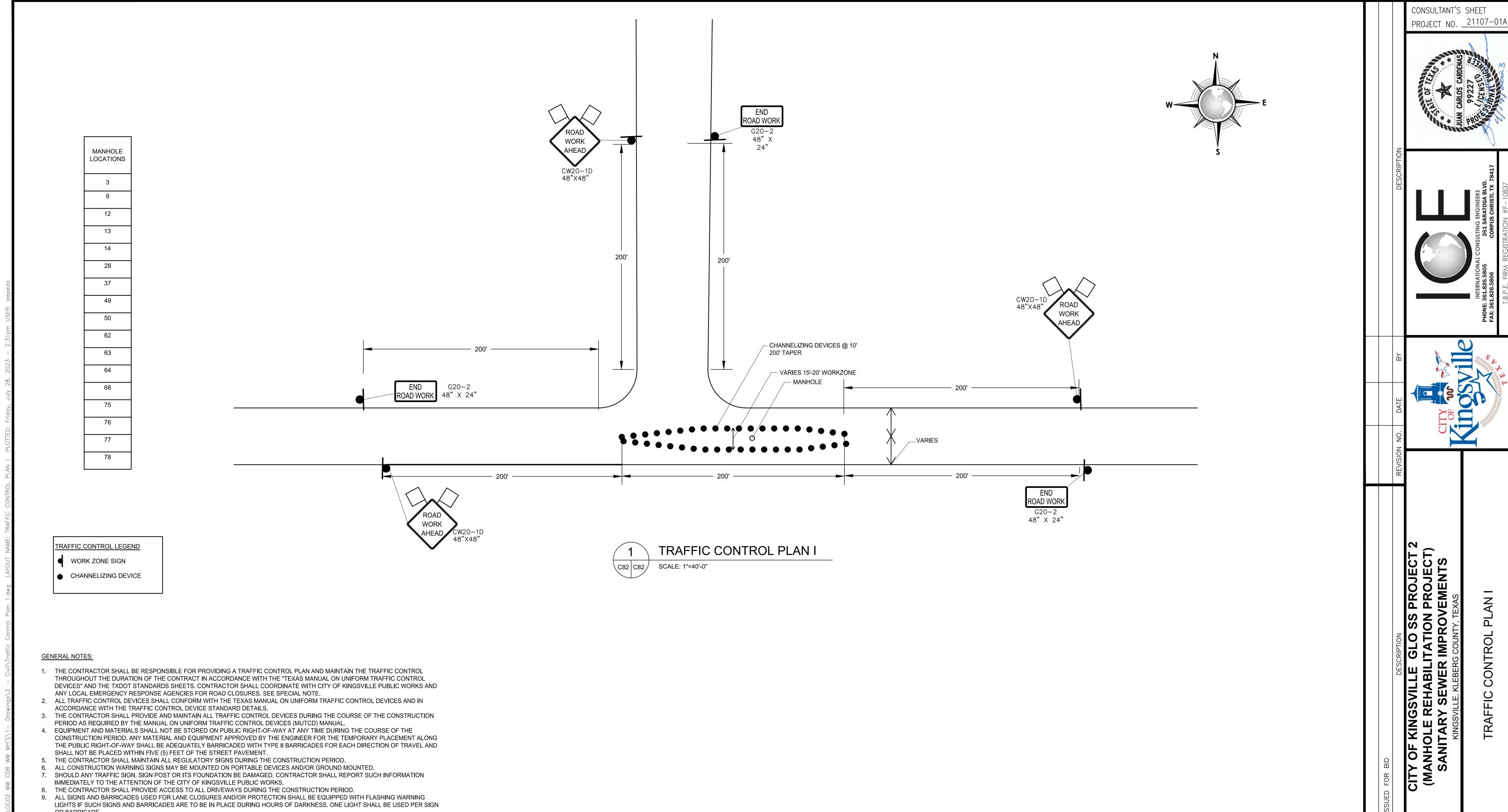
TABLE 1 BEDDING AND INITIAL BACKFILL (BELOW PIPE TO 12" ABOVE PIPE)	TABLE 2  FINAL BACKFILL  (GREATER THAN 12" ABOVE PIPE)  UNPAVED AREAS  PAVED AREAS
ALL BEDDING AND INITIAL BACKFILL SHALL CONSIST OF THE FOLLOWING OR REFER TO DESIGN ENGINEER REQUIREMENTS: GRANULAR BACKFILL CONSISTING OF EITHER NATURAL SAND OR SANDY GRAVEL, OR MATERIAL PRODUCED BY CRUSHING OF NATURAL STONE OR GRAVEL:  1 EXCAVATIONS <20 FT. DEEP AND ABOVE WATER TABLE, USE MATERIAL MEETING THE FOLLOWING CRITERIA.  MEETING REQUIREMENTS OF ASTM D2487 FOR:  SP GP SW GW SP-SM GP-GM SW-SM GW-GM  AND IN ADDITION:  PASSING 1/2" SIEVE - 100% PASSING 1/2" SIEVE - 30% MINIMUM PLASTICITY INDEX (PI) - NP TO 10 MAX.  2 IN DEEP EXCAVATIONS (>20') OR BELOW WATER TABLE, USE CRUSHED STONE OR CRUSHED GRAVEL MEETING GRADATION OF:  A. CONCRETE COARSE AGGREGATE; TXDOT ITEM 421; GRADE 2, 3, OR 4.  OR  B. CRUSHED LIMESTONE PER TXDOT ITEM 421' GRADE 2, 3, OR 4.	A. FROM 12" ABOVE PIPE TO BOTTOM OF TOPSOIL BACKFILL SHALL BE APPROVED SELECT MATERIAL FROM THE EXCAVAT-10N: OR IMPORTED MATERIAL; ALL TO BE FREE OF ROCKS, DEBRIS, OR ANY CLUMPS GR. EATER THAN 2" IN DIAMPETER; LOOSE LIFTS TO BE PLACED 10" MAX.  COMPACT MATERIAL TO 95% STD. PROCTOR (D698).  MOISTURE TO BE ADJUSTED TO ± 3% OF OPTIMUM.  B. TOPSOIL TO BE PROVIDED EQUAL OR BETTER THAN EXISTING; AND MATCH EXISTING TOPSOIL DEPTH. COMPACT TO EXISTING ADJACENT TOP-SOIL THICKNESS, (CONSTRUCTION TO BE PLACED ON TOP)  B. FROM 3" BELOW BOTTOM OF ROAD BASE TO BOTTOM OF ROAD BASE:  BACKFILL SHALL BE SELECT MATERIAL BE SELECT MATERIAL FROM EXCAVATION OR IMPORTED MATERIAL FROM EXCAVATION OR IMPORTED MATERIAL FROM EXCAVATION DOES NOT MEET REQUIREMENTS, THEN USE CEMENT STABILIZED SAND. SEE TABLE 2-ITEM B BELOW.  B. FROM 3" BELOW BOTTOM OF ROAD BASE TO BOTTOM OF ROAD BASE:  BACKFILL SHALL BE CEMENT STABILIZED SAND OF ROAD BASE:  BACKFILL SHALL BE CEMENT STABILIZED SAND (1.5 SK/CY.) AND SHALL MEET THE FOLLOWING REQUIREMENTS:  SAND GRADATION:  \$\$\frac{9}{9} PASSING\$  #40



CONSULTANT'S SHEET

PROJECT NO. <u>21107-01A</u>

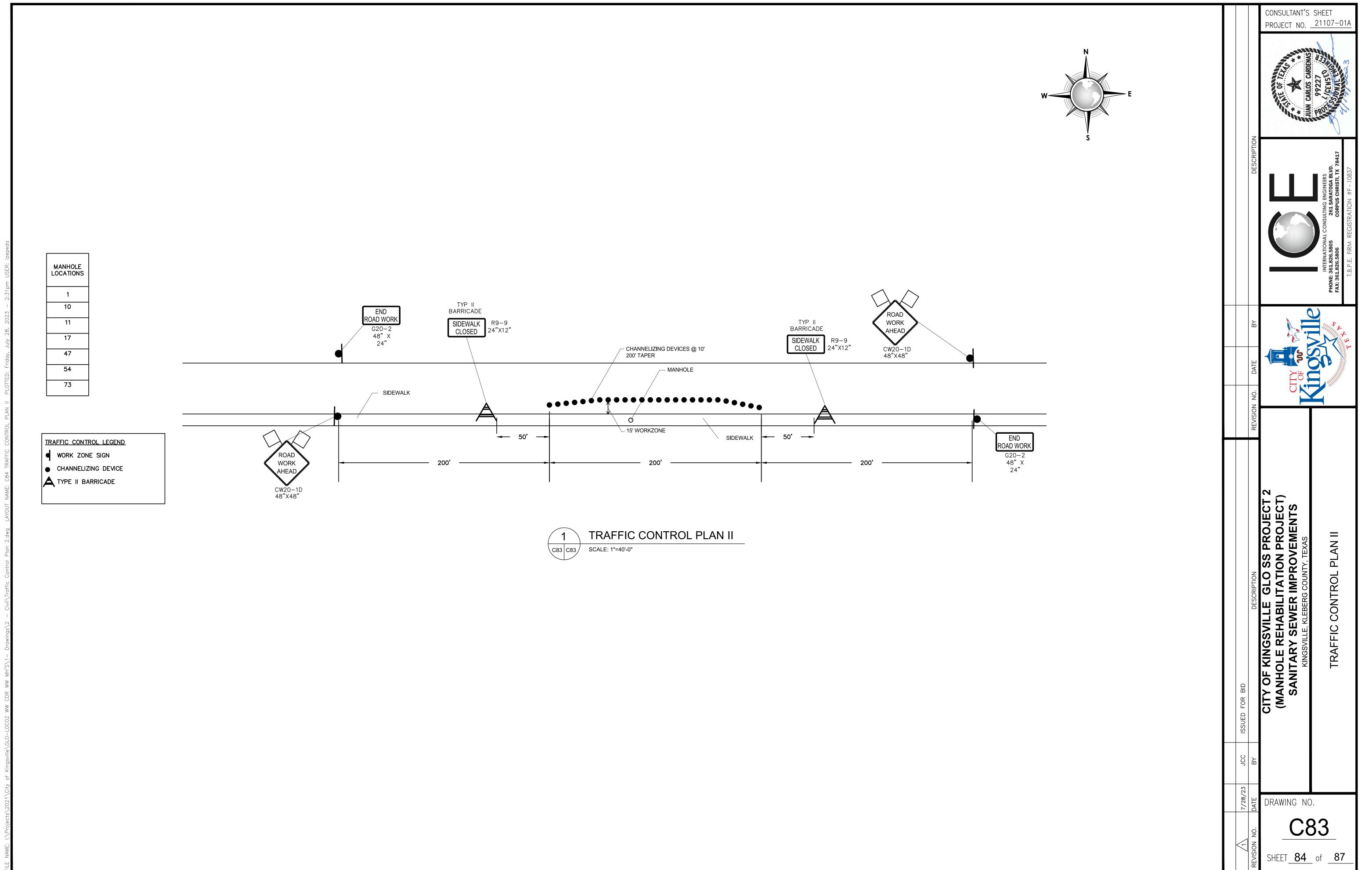
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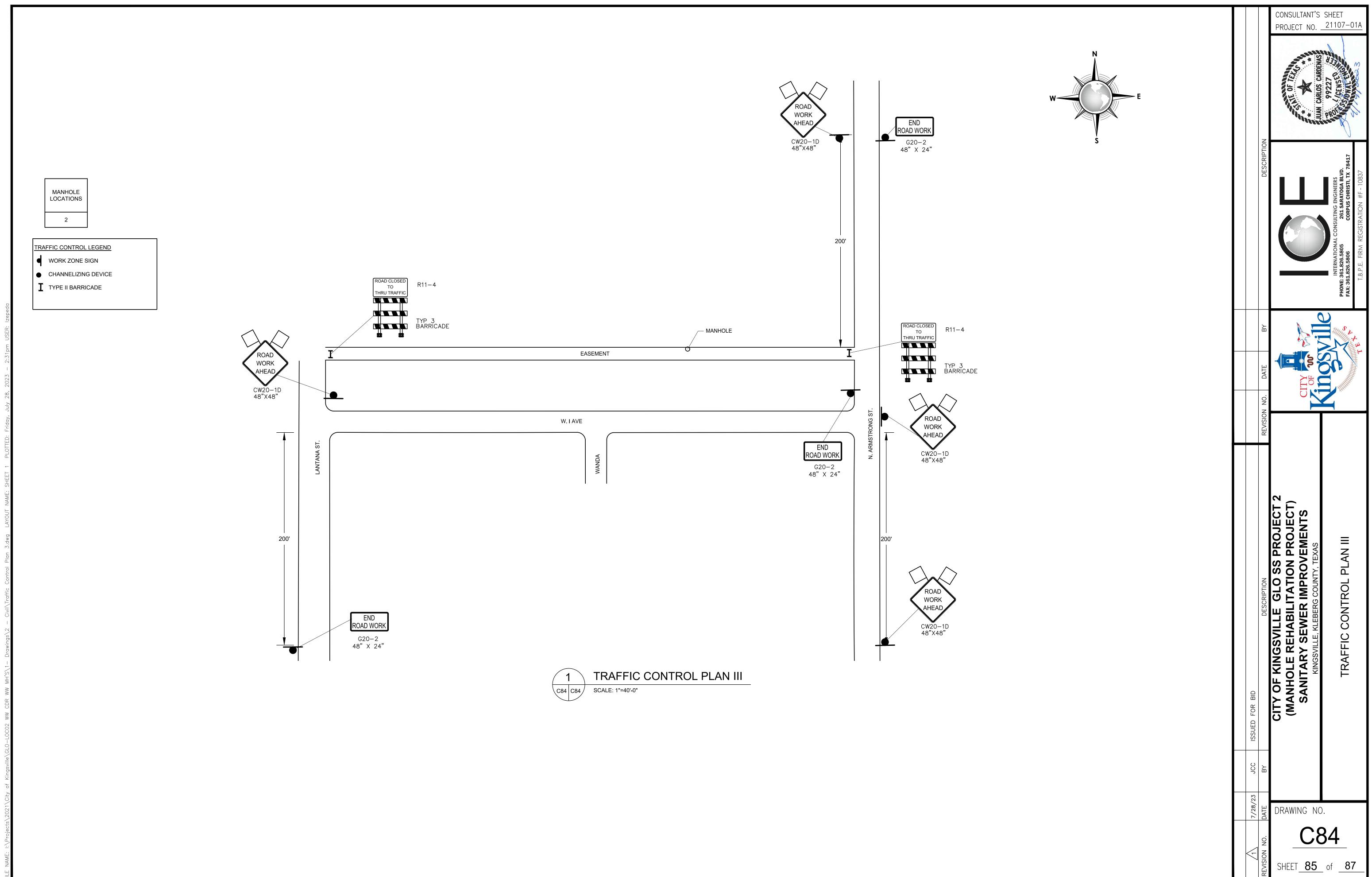


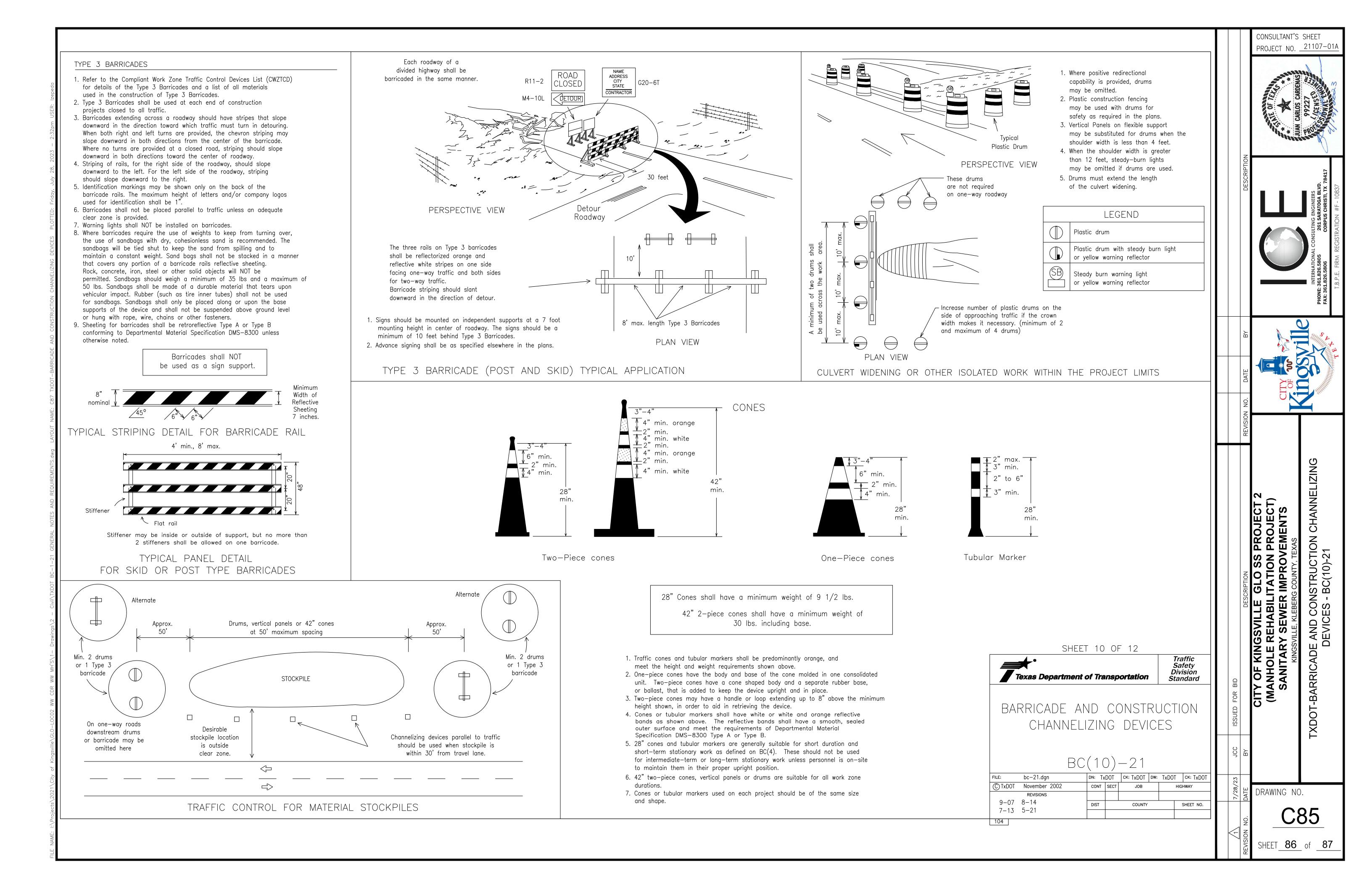
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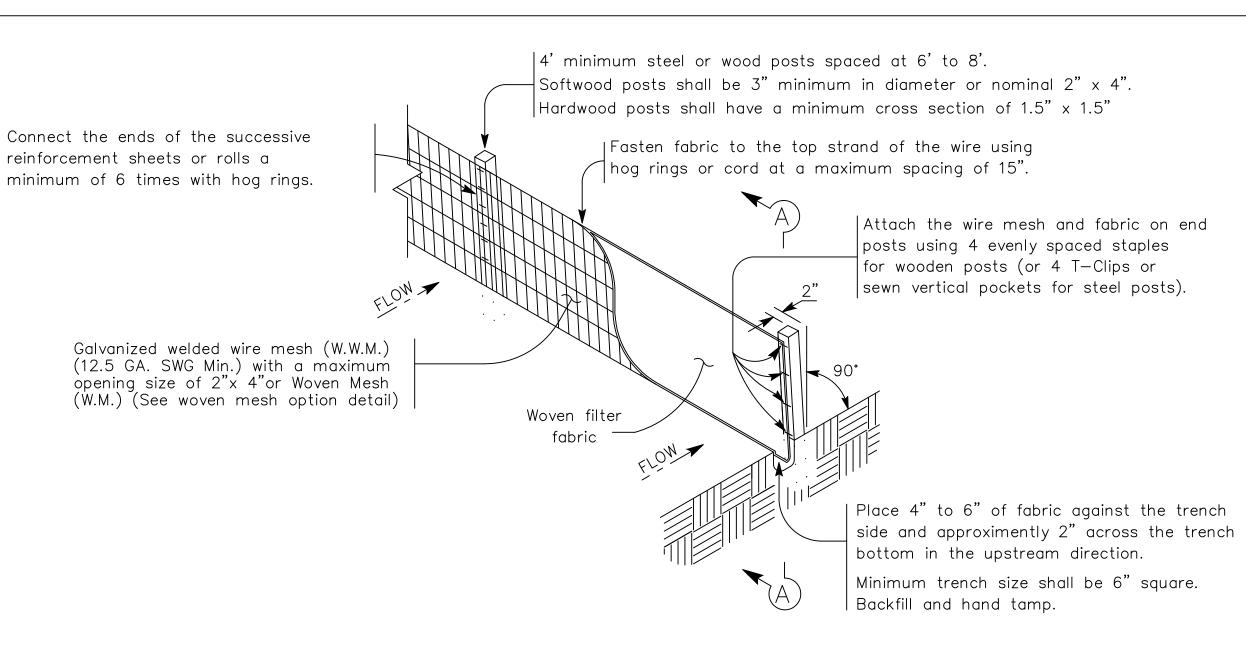
SHEET <u>83</u> of <u>87</u>

- 10. ADDITIONAL CHANNELIZING AND OTHER APPROPRIATE TRAFFIC CONTROL DEVICES MAY BE REQUIRED ACCORDING TO THE
- ENGINEER AND/OR THE DEPARTMENT OF THE CITY OF KINGSVILLE PUBLIC WORKS.
- 11. SAFETY BARRICADE FENCING SHALL BE HIGH DENSITY POLYETHYLENE TENSAR-UX4050 (SB-ORANGE-4'HIGH). 12. CONTRACTOR SHALL COORDINATE ANY WORK IN THE PROXIMITY OF BLUEBONNET SUBDIVISION WITH THE CITY OF KINGSVILLE PUBLIC WORKS REPRESENTATIVE.
- 13. THE CONTRACTOR SHALL MAINTAIN STREET ACCESS TO THE RESIDENTS OF THE STREETS BEING WORKED.
- 14. CONTRACTOR IS RESPONSIBLE FOR GARBAGE ROLLOUTS.
- 15. IF WORK ON A MANHOLE OUTSIDE OF THE ROADWAY REQUIRES IT TO REMAIN OPEN OVERNIGHT IT IS RESPONSIBILITY OF CONTRACTOR ADEQUATELY PROTECT THE OPENING AND PROVIDED SAFETY WARNING SIGNS, SAFETY FENCE AND BARRICADES NEEDED TO PROTECT THE OPEN STRUCTURE.

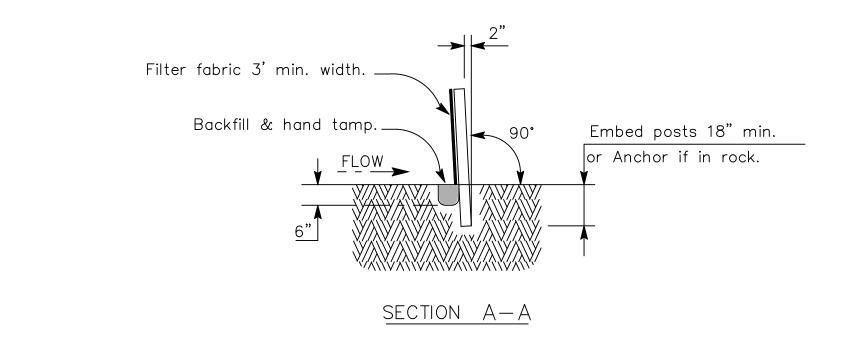








# TEMPORARY SEDIMENT CONTROL FENCE



### HINGE JOINT KNOT WOVEN MESH (OPTION) DETAIL

Top of Fence —

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

## SEDIMENT CONTROL FENCE USAGE GUIDELINES

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

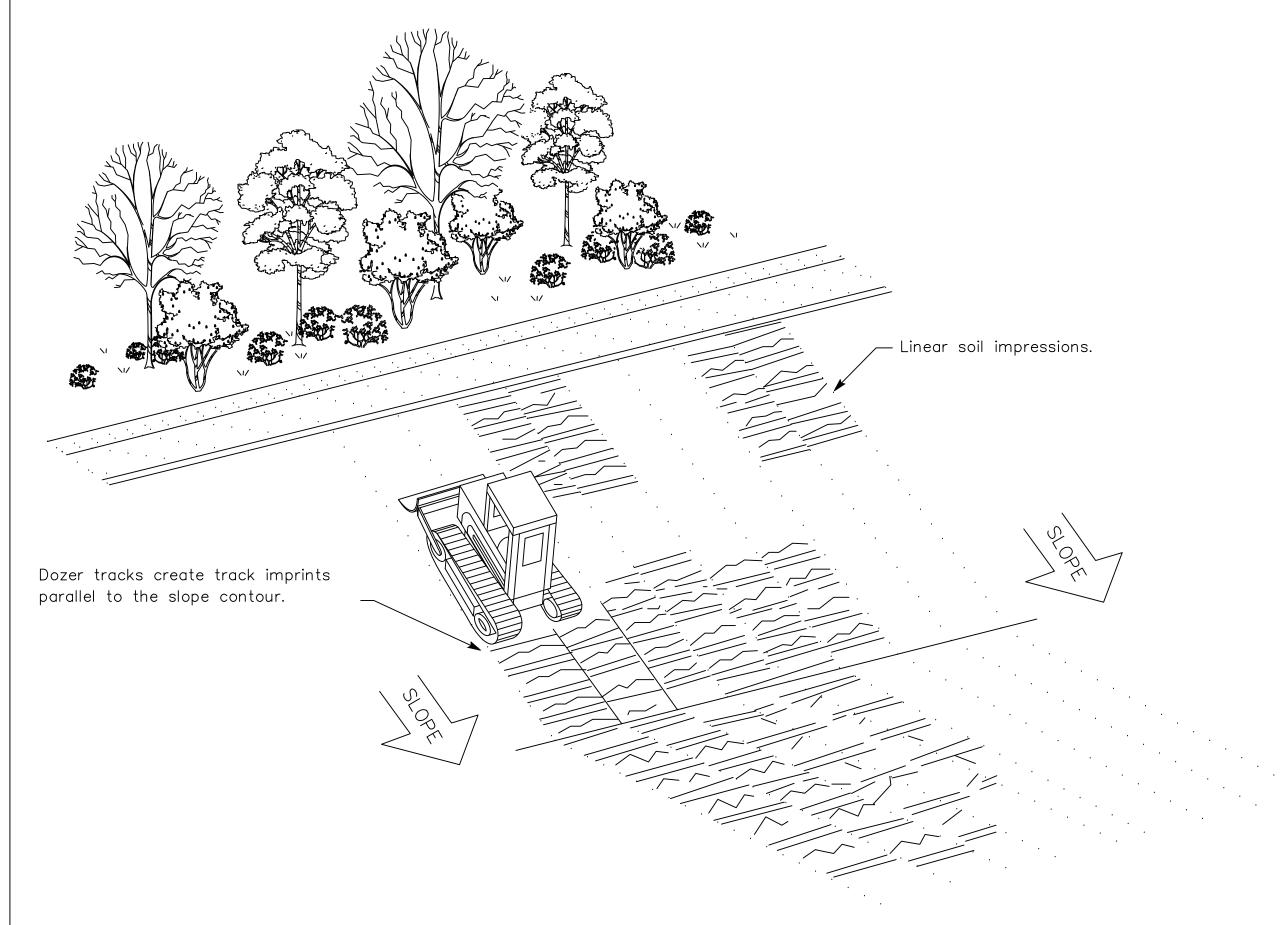
Sediment control fence should be sized to filter a maximum flow through rate of 100 GPM/FT . <sup>2</sup>Sediment control fence is not recommended to control erosion from a drainage area larger than 2 acres.

<u>LEGEND</u>

Sediment Control Fence

# GENERAL NOTES

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



VERTICAL TRACKING



Design Division Standard

TEMPORARY EROSION,
SEDIMENT AND WATER
POLLUTION CONTROL MEASURES

FENCE & VERTICAL TRACKING EC(1)-16

FILE: ec116	DN: TxD(	ОТ	ck: KM	dw: VP	DN/CK: LS
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CONSULTANT'S SHEET

PROJECT NO. 21107-01A



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# SECTION 01040 PROJECT COORDINATION

#### 1. GENERAL

#### 1.1 SUMMARY

- A. This section specifies administrative and supervisory requirements necessary for project coordination including but not necessarily limited to:
  - 1. Coordination.
  - 2. Administrative and supervisory personnel.
  - 3. General installation provisions.
- B. Progress meetings, coordination meetings, and pre-installation conferences are included in Section 01200, Project Meetings.
- C. Requirements for the Contractors construction schedule are included in Section 01300, Submittals.

#### 1.2 COORDINATION

- A. Coordination: Coordinate construction activities included under various sections of these specifications to assure efficient and orderly installation of each part of the work. Coordinate construction operations included under different sections of the specifications that are dependent upon each other for proper installation, connection, and operation.
  - 1. Where installation of one part of the work is dependent on installation of other components, either before or after its own installation, schedule construction activities in the sequence required to obtain the best results.
  - 2. Where availability of space is limited, coordinate installation of different components to assure maximum accessibility for required maintenance, service, and, repair.
  - 3. Make adequate provisions to accommodate items scheduled for later installation.
  - 4. Prepare memoranda for distribution to each involved party outlining special procedures required for coordination. Include such items as required notices, reports, and attendance at meetings.
- B. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and ensure orderly progress of the work. Such administrative activities include, but are not limited to, the following:
  - 1. Preparation of schedules.
  - 2. Installation and removal of temporary facilities.
  - 3. Delivery and processing of submittals.

- 4. Progress meetings.
- 5. Project closeout activities.

#### 1.3 SUBMITTALS

Within 10 days of the Notice to Proceed, the Contractor will submit a list of the Contractor's principal staff assignments, including the superintendent and other personnel in attendance at the site; provide a proposed organizational chart identifying individuals, their duties and responsibilities; and list the proposed staffs addresses and telephone numbers.

#### 1.4 GENERAL INSTALLATION PROVISIONS

- A. Manufacturer's Instructions: Comply with manufacturer's installation instructions and recommendations if those instructions and recommendations are more explicit or stringent than requirements contained in the Contract Documents.
- B. Inspect materials or equipment immediately upon delivery and again prior to installation. Reject damaged and defective items.
- C. Recheck measurements and dimensions before starting installation procedure.
- D. Install each component during weather conditions and at the point in project sequence that will ensure the best possible results. Isolate each part of the completed construction from incompatible material as necessary to prevent deterioration.
- E. Coordinate temporary enclosures with required inspections and tests to minimize the necessity of uncovering completed construction for that purpose.

#### 1.5 CLEANING AND PROTECTION

- A. During handling and installation, clean and protect construction in progress and adjoining materials in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- B. Limiting Exposures: Supervise construction activities to ensure that no part of the construction completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period. Where applicable, such exposures include, but are not limited to, the following:
  - Excessive static or dynamic loading.
  - 2. Excessive internal or external pressures.
  - 3. Heavy traffic.
  - 4. Vibration from adjacent activity.
  - 5. Erosion.
  - 6. Damage by contact with construction equipment.

#### 2. PRODUCTS

(Not Used)

#### 3. EXECUTION

(Not Used)

#### 4. MEASUREMENT & PAYMENT

(Not Used)

**END OF SECTION** 

# SECTION 01090 DEFINITIONS AND STANDARDS

#### 1. GENERAL

#### 1.1 SUMMARY

- A. This section specifies administrative requirements for compliance with governing regulations, codes, and standards.
- B. Requirements include obtaining permits, licenses, inspections, releases, and similar documentation as well as payments, statements, and similar requirements associated with regulations, codes, and standards.

#### 1.2 DEFINITIONS

- A. General: Definitions contained in this article are not necessarily complete but are general to the extent that they are not defined more explicitly elsewhere in the Contract Documents.
- B. Indicated: Indicated refers to graphic representations, notes, or schedules on the drawings; other paragraphs or schedules in the specifications; and similar requirements in the Contract Documents. Where terms such as shown, noted, and specified are used, it is to help locate the reference; no limitation on location is intended except as specifically noted.
- C. Directed: Terms such as directed, requested, authorized, selected, approved, required, and permitted mean directed by the Engineer, requested by the Engineer, interpreted to extend the Engineers responsibility into the Contractors area of construction supervision.
- D. Approved: The term approved, where used in conjunction with the Engineers action on the Contractors submittals, applications, and requests, is limited to the responsibilities and duties of the Engineer stated in the General and Special Conditions. Such approval will not release the Contractor from responsibility to fulfill Contract Document requirements unless otherwise provided in the Contract Documents.
- E. Regulations: The term regulations include laws, statutes, ordinances, and lawful orders issued by authorities having jurisdiction as well as rules, conventions, and agreements within the construction industry that control performance of the work, whether they are lawfully imposed by authorities having jurisdiction or not.
- F. Furnish: The term furnish is used to mean supply and deliver to the project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. Install: The term install is used to describe operations at the project site including the actual unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, and finishing, curing, protecting, cleaning, and similar operations.

- H. Provide: The term provide means to furnish and install, complete and ready for the intended use.
- I. Installer: An installer is an entity engaged by the Contractor, either as an employee, subcontractor, or sub-subcontractor, for performance of a particular construction activity including installation, erection, application, and similar operations. Installers are required to be experienced in the operations they are engaged to perform.
- J. Project Site: That space made available by the Engineer to the Contractor for performance of the work either exclusively or in conjunction with others performing other construction as part of the project. The overall extent of the project site is shown on the drawings.
- K. Testing Laboratories: A testing laboratory is an independent entity engaged to perform specific inspections or tests, either at the project site or elsewhere, and to report on and, if required, interpret results of those inspections or tests.

#### 1.3 INDUSTRY STANDARDS

#### A. Applicability of Standards:

- 1. Except where the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents. Such standards are made a part of the Contract Documents by reference.
- 2. Referenced standards take precedence over standards that are not referenced but recognized in the construction industry as standard practice.
- B. Publication Dates: Where compliance with an industry standard is required, comply with the standard in effect as of the date of the Contract Documents.

#### C. Conflicting Requirements:

- Where compliance with two or more standards is specified, and they establish
  different or conflicting requirements for minimum quantities or quality levels, the
  most stringent requirement will be enforced unless the Contract Documents
  indicate otherwise. Refer requirements that are different but apparently equal and
  uncertainties as to which level is more stringent to the Engineer for a decision
  before proceeding.
- 2. Minimum Quantities or Quality Levels: In every instance the quantity or quality level shown or specified will be the minimum to be provided or performed. The actual installation may comply exactly, within specified tolerances, with the minimum quantity or quality specified, or it may exceed that minimum within reasonable limits. In complying with these requirements, indicated numeric values are minimum or maximum values as noted or appropriate for the context of the requirements. Refer instances of uncertainty to the Engineer for decision before proceeding.

- D. Copies of Standards: Each entity engaged in construction on the project is required to be familiar with industry standards applicable to that entity's construction activity. Copies of applicable standards are listed but not included with the Contract Documents. Also refer to paragraph 1.03-A-1.
- E. Abbreviations and Names: Trade association names and titles of general standards are frequently abbreviated. Where acronyms or abbreviations are used in the specifications or other Contract Documents they mean the recognized name of the trade association, standards generating organization, authority having jurisdiction, or other entity applicable to the context of the text provision.

#### 2. PRODUCTS

(Not Used)

#### 3. EXECUTION

(Not Used)

#### 4. MEASUREMENT & PAYMENT

(Not Used)

**END OF SECTION** 

#### SECTION 01200 PROJECT MEETINGS

#### 1. GENERAL

#### 1.1 SUMMARY

- A. This section specifies administrative and procedural requirements for project meetings including but not limited to:
  - 1. Preconstruction conferences.
  - 2. Pre-installation meetings.
  - 3. Coordination meetings.
  - 4. Progress meetings.
- B. Construction schedules are specified in Section 01300, Submittals.

#### 1.2 PRECONSTRUCTION CONFERENCE

- A. A preconstruction conference and organizational meeting will be scheduled by the Engineer at the project site or other convenient location no later than 10 days after execution of the Agreement and prior to commencement of construction activities. The meeting will be conducted to review responsibilities and personnel assignments with the Engineer and the Contractor.
- B. Attendees: The Engineer, Contractor, and subcontractors will each be represented at the conference by persons familiar with and authorized to conclude matters relating to the work.
- C. Agenda: Discuss items of significance that could affect progress including such topics as:
  - 1. Tentative construction schedule.
  - 2. Critical working sequencing.
  - 3. Designation of responsible personnel.
  - 4. Procedures for processing field decisions.
  - 5. Procedures for processing applications for payment.
  - 6. Distribution of Contract Documents.
  - 7. Submittal of shop drawings, product data, and samples.
  - 8. Preparation of record documents.
  - 9. Use of the premises.
  - 10. Office, work, and storage areas.
  - 11. Equipment deliveries and priorities.
  - 12. Safety procedures.
  - 13. First aid.
  - 14. Security.
  - 15. Housekeeping.
  - 16. Working hours.

#### 1.3 PRE-INSTALLATION MEETINGS

- A. Pre-installation meetings may be held prior to beginning installation of critical work items.

  These items include:
  - 1. Steel sheet pile installation.
  - 2. Concrete repair.
- B. These meetings will be attended by all persons involved in the supervision, inspection, and quality control of this work. Those required to attend are as follows:
  - 1. Engineer.
  - 2. Contractor's project manager and superintendent.
  - 3. Subcontractor's superintendent.
  - Crew foremen.

#### C. Agenda will include:

- 1. Layout, horizontal and vertical control, etc.
- 2. Equipment and materials required.
- 3. Specific methods to be used for installation.
- 4. Review of applicable specifications.

#### 1.4 COORDINATION MEETINGS

- A. The Engineer reserves the right to schedule and conduct coordination meetings at his option.
- B. The Contractor will conduct coordination meetings with his subcontractors; however, the Engineer will be invited to such meetings.
- C. Agenda: Review and solve operational conflicts between subcontractors, suppliers, and/or Owner operations.

#### 1.5 PROGRESS MEETINGS

- A. The Engineer reserves the right to schedule and conduct weekly meetings at his option.
- B. Agenda: Review and correct or approve minutes of the previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to the current status of the project.
- C. Contractors Construction Schedule: Review progress since the last meeting. Determine where each activity is in relation to the Contractors construction schedule, whether on time or ahead or behind schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the contract time.

- D. Review the present and future needs of each entity present including such items as:
  - 1. Interface requirements.
  - 2. Time.
  - 3. Sequences.
  - 4. Site utilization.
  - 5. Hours of work.
  - 6. Hazards and risks.
  - 7. Housekeeping.
  - 8. Quality and work standards.
  - 9. Change orders.
  - 10. Documentation of information for payment requests.
- E. Schedule Updating: Revise the construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue the revised schedule concurrently with the report of each meeting.

#### 2. PRODUCTS

(Not Used)

#### 3. EXECUTION

(Not Used)

#### 4. MEASUREMENT & PAYMENT

(Not Used)

**END OF SECTION** 

#### SECTION 01300 SUBMITTALS

#### 1. GENERAL

#### 1.1 SUMMARY

This section specifies administrative and procedural requirements for submittals required for performance of the work, including:

- A. Contractors partial payment and construction schedule.
- B. Submittal schedule.
- C. Shop drawings.
- D. Product data and mill certificates.

#### 1.2 SUBMITTAL PROCEDURES

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
  - 1. Coordinate each submittal with fabrication, purchase, testing, delivery, other submittals, and related activities that require sequential activities.
  - 2. Processing:
    - Allow sufficient review time so that installation will not be delayed as a result of the time required to process submittals (including time for resubmittals).
    - b. Allow two weeks for initial review. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. The Engineer will promptly advise the Contractor when a submittal being processed must be delayed for coordination.
- B. Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.
  - 1. Provide a space approximately 4" x 5" on the label or beside the title block on shop drawings to record the Contractors review and approval markings and the action taken.
  - 2. Include the following information on the label for processing and recording action taken.

- a. Project name.
- b. Date.
- c. Name of Engineer.
- d. Name of Contractor.
- e. Name of subcontractor.
- f. Name of supplier.
- g. Name of manufacturer.
- h. Number and title of appropriate specification section.
- i. Drawing number and detail references as appropriate.

### 1.3 CONTRACTORS PARTIAL PAYMENT AND CONSTRUCTION SCHEDULE

Schedule: Prepare a fully developed construction schedule, preferably a computer based CPM type, but a Gantt chart as a minimum. Submit within 10 days of issuance of the Notice to Proceed. The schedule will include the following:

- A. Secure time commitments for performing critical elements of the work from parties involved. Coordinate each element on the schedule with other construction activities, including minor elements involved in the sequence of the work. Show each activity in proper sequence. Indicate graphically sequences necessary for completion of related portions of the work.
- B. Prepare the Contractors construction schedule with the schedule of values, list of subcontractors, submittal schedule, progress reports, schedule of anticipated monthly partial payment requests, and all other schedules.
- C. Indicate completion in advance of the date established for Substantial Completion. Indicate Substantial Completion on the schedule to allow time for the Engineers procedures necessary for certification of Substantial Completion.

### 1.4 SUBMITTAL SCHEDULE

- A. After development and acceptance of the Contractors construction schedule, prepare a complete schedule of submittals. Submit the schedule within 10 days of the date required for establishment of the Contractors construction schedule.
  - 1. Coordinate submittal schedule with the list of subcontractors, schedule of values, and the list of products as well as the Contractor's construction schedule.
  - 2. Prepare the schedule in chronological order; include all submittals required during construction. Provide the following information:
    - a. Scheduled date for the first submittal.
    - b. Related section number.
    - Submittal category.
    - d. Name of subcontractor.
    - e. Description of the part of the work covered.

- f. Scheduled date for resubmittal.
- g. Scheduled date for Engineers final release or approval.

#### B. Distribution:

- Following response to initial submittal, print and distribute copies to the Engineer, subcontractors, and other parties required to comply with submittal dates indicated. Post copies in the project meeting room and field office.
- 2. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the work and are no longer involved in construction activities.
- C. Schedule Updating: Revise the schedule after each meeting or activity, where revisions have been recognized or made. Issue the updated schedule concurrently with each meeting report.

#### 1.5 SHOP DRAWINGS

- A. Submit newly prepared information, drawn to accurate scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis for shop drawings. Standard information prepared without specific reference to the project is not considered shop drawings. Reproductions of the Contract Documents will be immediately rejected for resubmittal.
- B. Shop drawings include fabrication and installation drawings, setting diagrams, schedules, patterns, templates, and similar drawings. Include the following information:
  - 1. Dimensions.
  - 2. Identification of products and materials included.
  - 3. Compliance with specified standards.
  - 4. Notation of coordination requirements.
  - 5. Notation of dimensions established by field measurement.
- C. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit shop drawings on sheets at least 8-1/2" x 11", but no larger than 24" x 36".
- D. Final Submittal: Submit one set of sepias and two blue- or black-line prints; submit six prints where required for maintenance manuals.

#### 1.6 PRODUCT DATA

Collect product data into a single submittal for each element of construction or system. Product data includes printed information such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams, and performance curves. Where product data must be specially prepared because standard printed data is not suitable for use, submit as shop drawings.

- A. Manufacturers printed recommendation.
- B. Compliance with recognized testing agency standards.
- C. Application of testing agency labels and seals.
- D. Notation of dimensions verified by field measurement.
- E. Notation of coordination requirements.
- F. Mill certificates.

## 1.7 ENGINEERS ACTION

- A. Except for submittals for record, information of similar purposes where action and return is required or requested, the Engineer will review each submittal, mark to indicate action taken, and return promptly.
- B. Compliance with specified characteristics is the Contractors responsibility. Submittal will be rejected for non-compliance of required characteristics.
- C. Action Stamp: The Engineer will stamp each submittal with a uniform, self-explanatory action stamp. The stamp will be appropriately marked to indicate the action taken.
- D. Submittals not returned within 21 days of receipt by the Engineer will be considered approved as submitted by the Contractor.

### 2. PRODUCTS

(Not Used)

## 3. EXECUTION

(Not Used)

### 4. MEASUREMENT & PAYMENT

(Not Used)

# SECTION 01700 CONTRACT CLOSEOUT

# 1. GENERAL

### 1.1 SECTION INCLUDES

- A. Closeout Procedures
- B. Final Cleaning
- C. Adjusting

### 1.2 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Owner inspection.
- B. Provide submittals to Owner that are required by governing or other authorities.
- C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.

### 1.3 FINAL CLEANING

- A. Execute final cleaning prior to final inspection.
- B. Clean equipment and fixtures to a sanitary condition.
- C. Clean debris from pull boxes, manholes, and drainage systems.
- D. Clean site; sweep paved areas, remove debris from site areas.
- E. Remove waste and surplus materials, rubbish, and construction facilities from the site.

### 1.4 ADJUSTING

- A. Maintain on site, one set of the following record documents; record actual revisions to the Work:
  - 1. Contract Drawings
  - 2. Specifications
  - 3. Addenda
  - 4. Change Orders and other Modifications to the Contract
  - 5. Reviewed shop drawings, product data, and samples
- B. Store Record Documents separate from documents used for construction.

- C. Record information concurrent with construction progress.
- D. Specifications: Legibly mark and record at each Product section description of actual Products installed, including the following:
  - 1. Manufacturer's name and product model and number.
  - 2. Product substitutions or alternates utilized.
  - 3. Changes made by Addenda and Modifications.
- E. Record Documents and Shop Drawings: Legibly mark each item to record actual construction including:
  - 1. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
  - 2. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
  - 3. Field changes of dimension and detail.
  - 4. Details not on original Contract Drawings.
- F. Submit documents to Owner with claim for final Application for Payment.

# SECTION 021000 SITE PREPARATION

#### 1. GENERAL

### 1.1 DESCRIPTION

- A. Work Included: Demolition, clearing and grubbing required for this work includes, but is not necessarily limited to:
  - 1. Felling of trees including removal of stumps, roots and other debris protruding through ground surface.
  - 2. Removing shrubs, grass, weeds and other vegetation.
  - 3. Removing improvements or obstructions that interfere with new construction.
  - 4. Constructing temporary barriers around trees designated to remain.
  - 5. Disconnecting and removing existing utility lines on the site except those designated to remain.
  - 6. Removal of all debris.
- B. Related Work Described Elsewhere:
  - 1. Earthwork: Section 02200.
- C. Definitions: The term "Demolition, Clearing and Grubbing", as used herein, includes the removal of all existing objects (except for those designated to remain) down to the existing ground level (below grade if required to execute properly the new work), plus such other work as is described in this Section of the Specifications.

### 1.2 JOB CONDITIONS

#### A. Dust Control:

- 1. Use necessary means to prevent spread of dust during performance of work.
- 2. Moisten surfaces as required to prevent dust from being a nuisance to the public, neighbors, and concurrent performance of other work on site.

### B. Disposal of Waste:

- 1. On site burning will not be permitted.
- 2. Remove waste materials and unsuitable or excess topsoil from site and legally dispose of it.

## C. Protection:

- 1. Protect existing objects designated to remain.
- 2. In event of damage, repair or replace at no additional cost to Owner.

### 2. PRODUCTS

NONE

## 3. EXECUTION

#### 3.1 PREPARATION

### A. Site Inspection:

- 1. Prior to start of work, inspect entire site and all objects designated to be removed or preserved.
- 2. Locate existing utility lines and determine requirements for disconnecting and capping.
- 3. Locate existing active utility lines traversing site and determine requirements for protection.

### B. Clarification:

- 1. The drawings do not purport to show all objects existing on site.
- Verify with architect all objects to be removed or preserved before commencing work.

### 3.2 CLEARING AND GRUBBING

## A. Felling of Trees:

- 1. Protect roots and branches of trees designated to remain.
- 2. Remove only trees and shrubs within construction area unless otherwise indicated or directed.
- 3. Completely remove stumps, roots and other debris protruding through ground surface.
- 4. Carefully and cleanly cut roots and branches of trees indicated to be left standing, where such roots and branches obstruct new construction.

### B. Grubbing:

- 1. Remove all surface rocks, stumps, roots and other vegetation within limits of construction.
- 2. Do not leave any roots greater than 3 inches in diameter in the ground.

## 3.3 STRIPPING TOPSOIL

- A. Strip to whatever depths encountered in such a manner to prevent intermingling with underlying subsoil or other objectionable material.
- B. Remove heavy growths of grass from areas before stripping.
- C. Where trees are indicated to be left standing, stop topsoil stripping a sufficient distance from trees to prevent damage to main root system.
- D. Stock pile topsoil where directed.
- E. Construct storage piles to freely drain surface water.
- F. Cover storage piles if required to prevent windblown dust.

# SECTION 021010 PROJECT SIGNS

## 1. DESCRIPTION

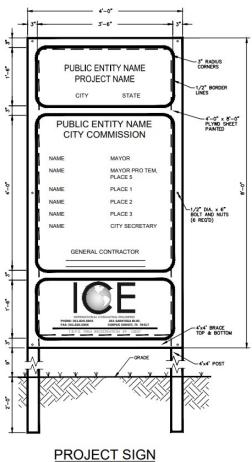
This specification shall govern all work for providing project signs required to complete the project.

## 2. REQUIREMENTS

The Contractor shall furnish and install project signs as shown below. One (1) project sign is required unless otherwise specified in the contract documents. The signs shall be installed prior to construction and be maintained throughout the project. The locations of the signs shall be subject to approval of the Engineer and shall not obstruct visibility of any motorist.

## 3. MEASUREMENT AND PAYMENT

Unless indicated otherwise in the Proposal, all work and materials required for providing project signs shall not be measured for pay but will be considered subsidiary to other work as part of a lump sum.



ONE REQUIRED

**END OF SECTION** 

# SECTION 021040 SITE GRADING

## 1. DESCRIPTION

This specification shall govern all work necessary for backfill and grading of the site to complete the project.

## 2. CONSTRUCTION METHODS

Prior to site grading, the site shall be cleared of vegetation and debris. Unless specified otherwise on drawings, the existing surface shall be loosened by scarifying or plowing to a depth of not less than 6 inches. The loosened material shall be re-compacted with fill.

Fill shall be uniform as to material, density, and moisture content. Fill shall be free of large clods, large rocks, organic matter, and other objectionable material. No fill that is placed by dumping in a pile or windrow shall be incorporated into a layer in that position; all such piles and windrows shall be moved by blading or similar method. All fill shall be placed in layers approximately parallel to the finish grade and in layers not in excess of 6 inches of uncompacted depth, unless indicated otherwise on drawings.

The fill shall be compacted to a density which approximates that of natural ground unless indicated otherwise on drawings.

The Engineer may order proof rolling to test the uniformity of compaction. All irregularities, depressions, and soft spots which develop shall be corrected by the Contractor.

Excess material from excavation, which is not incorporated into the site as fill, shall be become property of the Contractor and disposed of away from the job site, unless indicated otherwise on the drawings.

# SECTION 021080 REMOVING OLD STRUCTURES

#### 1. DESCRIPTION

This specification shall provide for the removal and disposal of old structures or portions of old structures, as noted on the plans, and shall include all excavation and backfilling necessary to complete the removal. The work shall be done in accordance with the provisions of these specifications.

#### 2. METHOD OF REMOVAL

<u>Culverts or Sewers.</u> Pipe shall be removed by careful excavation of all dirt on top and the sides in such manner that the pipe will not be damaged. Removal of sewer appurtenances shall be included for removal with the pipe. Those pipes which are deemed unsatisfactory for reuse by the Engineer may be removed in any manner the Contractor may select.

<u>Concrete Structures</u>. Unwanted concrete structures or concrete portions of structures shall be removed to the lines and dimensions shown on the plans, and these materials shall be disposed of as shown on the plans or as directed by the Engineer. Any portion of the existing structure outside of the limits designated for removal which is damaged by the Contractor's operations shall be restored to its original condition at the Contractor's entire expense. Explosives shall not be used in the removal of portions of the existing structure unless approved by the Engineer, in writing.

Portions of the old structure shall be removed to the lines and dimensions shown on the plans, and these materials shall be disposed of as shown on the plans or as directed by the Engineer. Any portion of the existing structure, outside of the limits designated for removal, damaged during the operations of the Contractor, shall be restored to its original condition at the Contractor's entire expense. Explosives shall not be used in the removal of portions of the existing structure unless approved by the Engineer, in writing.

Concrete portions of structures below the permanent ground line, which will not interfere in any manner with the proposed construction, may be left in place, but removal shall be carried at least five (5) feet below the permanent ground line and neatly squared off. Reinforcement shall be cut off close to the concrete. Backfill in one-foot lifts and compact to a minimum of 95% Standard Proctor density.

Steel Structures. Steel structures or steel portions of structures shall be dismantled in sections as determined by the Engineer. The sections shall be stored if the members are to be salvaged and reused. Rivets and bolts connecting steel railing members, steel beams of beam spans and steel stringers of truss spans, shall be removed by butting the heads with a "cold cut" and punching or drilling from the hole, or by such other method that will not injure the members for re-use and will meet the approval of the Engineer. The removal of rivets and bolts from connections of truss members, bracing members, and other similar members in the structure will not be required unless specifically called for on the plans or special provisions, and the Contractor shall have the option of dismantling these members by flame-cutting the members immediately adjacent to the connections. Flame-cutting will not be permitted, however, when the plans or special provisions call for the structure unit to be salvaged in such manner as to permit re-erection. In such case, all members shall be carefully match marked with paint in accordance with diagrams furnished by the Engineer prior to dismantling, and all rivets and bolts shall be removed from the connections in the manner specified in the first portion of this paragraph.

<u>Timber Structures</u>. Timber structures or timber portions of structures to be reused shall be removed in such manner as to damage the timber for further use as little as possible. All bolts and nails shall be

removed from such lumber as deemed salvable by the Engineer.

Unless otherwise specified on the plans, timber piles shall be either pulled or cut off at the point not less than two (2) feet below ground line, with the choice between these two methods resting with the Contractor, unless otherwise specified.

<u>Brick or Stone Structures</u>. Unwanted brick or stone structures or stone portions of structures shall be removed. Portions of such structures below the permanent ground line, which will not in any manner interfere with the proposed construction, may be left in place, but removal shall be carried at least five (5) feet below the permanent ground line and neatly squared off. Backfill in one-foot lifts and compact to a minimum of 95% Standard Proctor density.

<u>Salvage.</u> All material such as pipe, timbers, railings, etc., which the Engineer deems as salvable for reuse, and all salvaged structural steel, shall be delivered to a designated storage area.

Materials, other than structural steel, which are not deemed salvable by the Engineer, shall become the property of the Contractor and shall be removed to suitable disposal sites off of the right-of-way arranged for by the Contractor, or otherwise disposed of in a manner satisfactory to the Engineer.

Where temporary structures are necessary for a detour adjacent to the present structure, the Contractor will be permitted to use the material in the old structure for the detour structure, but he shall dismantle and stack or dispose of the material as required above as soon as the new structure is opened for traffic.

<u>Backfill.</u> All excavations made in connection with this specification and all openings below the natural ground line caused by the removal of old structures or portions thereof shall be backfilled to the level of the original ground line, unless otherwise provided on the plans.

That portion of the backfill which will support any portion of the roadbed or embankment shall be placed in layers of the same depth as those required for placing embankment. Material in each layer shall be wetted uniformly, if required, and shall be compacted to a minimum of 95% Standard Proctor density. In places inaccessible to blading and rolling equipment, mechanical or hand tamps or rammers shall be used to obtain the required compaction.

That portion of the backfill which will not support any portion of the roadbed or embankment shall be placed as directed by the Engineer in such manner and to such state of compaction as will preclude objectionable amount of settlement.

## 3. MEASUREMENT AND PAYMENT

This project is a lump sum bid. The work governed by this specification shall not be measured for pay, but shall be subsidiary to the project.

# SECTION 021100 SITE CLEARING AND STRIPPING

## 1. GENERAL

## 1.1 DESCRIPTION

A. This specification shall govern all work necessary for clearing, grubbing and stripping of objectionable matter as required to complete the project and shall include removing and disposing of vegetation, rubbish and other objectionable matter from the project site.

### 2. PRODUCTS

NONE

### 3. EXECUTION

### 3.1 CONSTRUCTION METHODS

- A. The site shall be cleared of all vegetation and other objectionable matter as indicated on the drawings and/or as directed by the Engineer.
- B. Areas which underlie compacted backfill shall be stripped of all vegetation, humus and other objectionable matter encountered within the top 3" of the soil.
- C. All material removed from the site under this operation shall become the Contractor's responsibility.
- D. The material shall be disposed of at a disposal site obtained by the Contractor.

# SECTION 022000 EARTHWORK

## 1. GENERAL

# 1.1 DESCRIPTION

- A. Work included but not limited to:
  - 1. Parking Areas
  - 2. Driveways
  - 3. Concrete Walks
  - 4. Concrete Structures

### 1.2 QUALITY ASSURANCE

- A. Codes and References:
  - 1. Comply with pertinent codes and regulations.
  - Comply with referenced portions of Texas Highway Department "Standard Specifications for Construction of Highways, Streets and Bridges" (Latest Edition). Payment items shall not apply.

### 1.3 PRODUCT HANDLING

- A. Protection:
  - 1. Protect subgrade materials before, during, and after installation.
  - 2. Protect work and materials of other trades.
- B. Replacement: In event of damage, make repairs and replacements as necessary at no additional cost to Owner.

## 2. PRODUCTS

## 2.1 SELECTION OF MATERIALS

A. Where shown on plans, selected materials shall be utilized in the formation of embankment or to improve the roadbed, in which case the work shall be performed in such manner and sequence that suitable materials may be selected, removed separately and deposited in the construction area within limits and at elevations required.

### 3. EXECUTION

## 3.1 CONSTRUCTION METHODS

A. Stripping and Excavation:

- 1. Strip the top 6" in all areas to underly compacted fill, curbs, base or pavement, by removing all humus, vegetation and other unsuitable materials. Remove existing trees, shrubs, fences, curb, gutter, sidewalk, drives, paving and structures within the graded area which interfere with new construction or finished grading.
- 2. All suitable excavated materials shall be utilized, insofar as practicable, in constructing the required roadway sections or in uniformly widening embankments, flattening slopes, etc., as directed by the Engineer. Unsuitable roadway excavation and roadway excavation in excess of that needed for construction shall be known as "Waste" and shall become the property of the Contractor to be disposed of by him outside the limits of the right-of-way at a location suitable to the Engineer. "Unsuitable" material encountered below subgrade elevation in roadway cuts, when declared "Waste" by the Engineer, shall be replaced, as directed by the Engineer, with material from the roadway excavation or with other suitable material.

## B. Subgrade preparation:

- 1. That area shown on the plans for Parking Area, driveway, or concrete structure construction shall be scarified to a depth not less than 6" and compacted to 95% standard proctor density. Irregularities exceeding 1/2" in 16' shall be corrected. Soft areas found at any time shall be dug out, the material replaced with acceptable and compacted (esp. at utility trenches). The moisture density shall be maintained until the subgrade is covered by the specified material.
- That area shown on the plans for channel excavation and excavated slopes shall be finished in conformance with the lines and grades shown on the plans and no point on completed slopes shall vary from the designated slopes by more than 0.5 foot measured at right angles to the slope, unless otherwise specified. The tops of excavated slopes and the end of excavation shall be rounded as shown on the plans.
- C. Curb Backfill and Topsoil (Sidewalks, Parkways, Islands, etc.):
  - 1. Compact earth behind curbs without delay after curb completion. The top 3" (where disturbed by construction or where unsatisfactory material is exposed by excavation) of finished earth grade shall be of loamy top soil of approved type and source where "Top Soil" is called for on the plans. No excessive clods are allowed.
- D. Matching Grades at Right -of-Way Line:
  - 1. Finished grade at the property line shall be as shown on the plans. A reasonable amount of filling on private property may be required by the Engineer where the sidewalk grade is above the property elevation. Use suitable material from the excavation.
- E. Drainage:

During construction the roadbed and ditches shall be maintained in such condition as to insure proper drainage at all times and ditches and channels shall be constructed and maintained as to avoid damage to the roadway section. All slopes which, in the judgment of the Engineer, require variation shall be accurately shaped and care shall be taken that no material is loosened below the required slopes. All breakage and slides shall be removed and disposed of as directed.

# SECTION 022020 EXCAVATION AND BACKFILL FOR UTILITIES AND SEWERS

### 1. DESCRIPTION

This specification shall govern all excavation for storm or sanitary sewers, sewers structures appurtenances and connections, utility pipe or conduits, and for backfilling to the level of the original ground, all in conformity with the locations, lines, and grades shown on the plans or as established by the Engineer. This specification also governs for the necessary pumping or bailing and drainage, and all sheathing and bracing of trench walls, the furnishing and placing of cement stabilized backfill, and hauling and disposition of surplus materials, and the bridging of trenches and other provisions for traffic or access as provided herein.

### 2. CONSTRUCTION

#### 2.1 GENERAL

Unless otherwise specified on the plans or permitted by the Engineer, all sewers, pipe, and conduit shall be constructed in open cut trenches with vertical sides. Trenches shall be sheathed and braced as necessary throughout the construction period. Sheathing and bracing shall be the responsibility of the Contractor (Section 022022).

Trenches shall have a maximum width of one foot beyond the horizontal projection of the outside surfaces of the pipe and parallel thereto on each side unless otherwise specified.

The Contractor shall not have more the 200 feet of open trench left behind the trenching operation and no more then 500 feet of ditch behind the ditching machine that is not compacted as required by the plans and specification. No trench or excavation shall remain open after working hours.

For all utility conduit and sewer pipe to be constructed in fill above natural ground, the embankment shall first be constructed to an elevation not less than one foot above the top of pipe or conduit after which excavation for the pipe or conduit shall be made.

If quicksand, muck, or similar unstable material, is encountered at the bottom of the excavation, the following procedure shall be used unless other methods are called for on the plans. If the unstable condition

is a result of ground water, it shall be controlled by the Contractor, prior to additional excavation. After stable conditions have been achieved, unstable soil shall be removed or stabilized to a depth of 2 feet below the bottom of pipe for pipes 2 feet or more in height; and to a depth equal to the height of pipe, 6 inch minimum, for pipe less then 2 feet in height. Such excavation shall be carried at least 1 foot beyond the horizontal limits of the structure on all sides. All unstable soil so removed shall be replaced with suitable stable material, placed in uniform layers of suitable depth as directed by the Engineer, and each layer shall be wetted, if necessary, and compacted by mechanical tamping as required to provide a stable foundation for the structure. Soil which is considered to be of sufficient stability to sustain properly the adjacent sections of the roadway embankment will be considered a suitable foundation material for the culvert or sewer. For unstable trench conditions requiring outside forms, seals, sheathing, and bracing, or where ground water is encountered and additional excavation and backfill required shall be done at the contractor's expense.

#### 2.2 SHAPING OF TRENCH BOTTOM

The trench bottom shall be undercut a minimum depth sufficient to accommodate the class of bedding indicated in the plans and specification.

#### 2.3 DEWATERING TRENCH

Pipe or conduit shall not be constructed or laid in a trench in the presence of water. All water shall be removed from the trench sufficiently prior to the pipe or conduit planing operation insure a relatively dry (no standing water), firm bed. The trench shall be maintained in such dewatered condition until the trench has been backfilled to a height at lease one foot above the top of pipe. Removal of water may be accomplished by bailing, pumping, or by a well-points installation as conditions warrant. Removal of well points shall be at rate of 1/3 per 24 hours (every third well-point).

#### 2.4 EXCAVATION IN STREETS

Excavation in streets, together with the maintenance of traffic where specified, and the restoration of the pavement riding surface shall be in accordance with plan detail or as required by other applicable specification.

### 2.5 REMOVING OLD STRUCTURES

When old masonry structures or foundations are encountered in the excavation, such obstructions shall be removed for the full width of the trench and to a depth of 1-foot below the bottom of the trench. When old inlets or manholes are encountered and no plan provision is made for adjustment or connection to the new sewer, such manholes and inlets shall be removed completely to a depth 1-foot below the bottom of the trench. In each instance, the bottom to the trench shall be restored to grade by backfilling and compacting by the methods provided hereinafter for backfill. Where the trench cuts through storm or sanitary sewers which are known to be abandoned, these sewers shall be cut flush with sides of the trench and blocked with a concrete plug in a manner satisfactory to the Engineer.

## 2.6 PROTECTION OF UTILITIES

The Contractor shall conduct his work such that a reasonable minimum of disturbance to existing utilities will result. Particular care shall be exercised to avoid the cutting or breakage of water and gas line. Such lines, if broken, shall be restored promptly by the Contractor. When active sanitary sewer lines are cut in the trenching operations, temporary flumes shall be provided across the trench, while open, and the lines shall be restored when the backfilling has progressed to the original bedding lines of the sewer so cut.

The Contractor shall inform utility Owners sufficiently in advance of the Contractor's operations to enable such utility Owners to reroute, provide temporary detours, or to make other adjustments to utility lines in order that the Contractor may proceed with his work with a minimum of delay and concerned in effecting any utility adjustments necessary and shall not hold the Owner liable for any expense due to delay or additional work because of conflicts.

## 2.7 EXCESS EXCAVATED MATERIAL

All materials from excavation not required for backfilling the trench shall be removed, by the Contractor,

from the job site promptly following the completion of work involved.

#### 2.8 BACKFILL

## A. Backfill Procedure Around Pipe

All trenches and excavation shall be backfilled as soon as is practical after the pipes or conduits are properly laid. In addition to the specified pipe bedding material, the backfill around the pipe as applicable, shall be backfilled to the base with cement stabilized sand containing a minimum of 2 sacks of standard Type I Portland cement per cubic yard of sand. The backfill shall be deposited in the trench simultaneously on both sides of the pipe for the full width of the trench, in layers not to exceed six (6) inches (loose measurement), wetted if required to obtain proper compaction, and thoroughly compacted by mechanical tampers to a density comparable to the adjacent undisturbed soil, so that a thoroughly compacted material shall be in place between the external wall of the pipe and the undisturbed sides of the trench.

## B. Backfill Over One Foot Above Pipe

The backfill for that portion of trench over (1) foot above the pipe or conduit shall be selected excavated material free of hard lumps, rock fragments, or other debris, placed in layers not more than 6 inches in depth (loose measurement), wetted if required and thoroughly compacted by use of mechanical tampers to the natural bank density and not less than 95% Std. Proctor. Flooding of backfill is not allowed. Jetting of backfill will be allowed in sandy soils and in soils otherwise approved by the Engineer. Regardless of backfill method, no lift shall exceed one foot and density shall not be less than 95% Std. Proctor. The last four feet of backfill shall be placed in layers of not more than 6 inches and compacted by use of mechanical tampers to the natural back density and not less than 95% Std. Proctor.

A period of not less than twenty-four (24) hours shall lapse between the time of jetting and the placing of the top four (4) feet of backfill.

### 3. MEASUREMENT AND PAYMENT

This project is a lump sum bid. The work governed by this specification shall not be measured for pay but shall be subsidiary to the project.

# SECTION 022022 TRENCH SAFETY FOR EXCAVATIONS

### 1. DESCRIPTION

This specification shall govern all work for providing for worker safety in excavations and trenching operations required to complete the project.

### 2. REQUIREMENTS

Worker Safety in excavations and trenches shall be provided by the Contractor in accordance with Occupational Safety and Health Administration (OSHA) Standards, 29 CPR Park 1926 Subpart P - Excavations.

It is the sole responsibility of the Contractor, and not the Owner or Engineer, to determine and monitor the specific applicability of a safety system to the field conditions to be encountered on the job site during the project.

The Contractor shall indemnify and hold harmless the Owner and Engineer from all damages and cost that may result from failure of methods or equipment used by the Contractor to provide for worker safety.

Trenches as used herein, shall apply to any excavation into which structures, utilities, or sewers are placed regardless of depth.

Trench Safety Plan as used herein shall apply to all methods and materials used to provide for worker safety in excavation and trenching operations required during the project.

### 3. MEASUREMENT AND PAYMENT

This project is a lump sum bid. The work governed by this specification shall not be measured for pay, but shall be subsidiary to the project.

# SECTION 022040 STREET EXCAVATION

#### 1. DESCRIPTION

This specification shall govern all work for Street Excavation required to complete the project.

#### 2. CONSTRUCTION METHODS

## (A) Stripping and Excavation

Strip the top 11 inches in all areas to underlay compacted fill, curbs, base or pavement, by removing all humus, vegetation and other unsuitable materials. Unless otherwise noted, remove existing trees, shrubs, fences, curb, gutter, sidewalk, drives, paving, pipe and structures within the graded area which interfere with new construction of finished grading.

All suitable excavated materials shall be utilized, insofar as practicable, in constructing the required roadway sections or in uniformly widening embankments, flattening slopes, etc., as directed by the Engineer, provided that the material has a plasticity index (P.I.) of 35 or less. Unwanted roadway excavation and roadway excavation in excess of that needed for construction shall become the property of the Contractor to be disposed of by him outside the limits of the right-of-way at a location suitable to the Engineer. "Unsuitable" material encountered below subgrade elevation in roadway cuts, when declared unwanted by the Engineer, shall be replaced as directed by the Engineer with material from the roadway excavation or with other suitable material.

Maintain moisture and density until covered by the subbase or base course. Remove soft or wet areas found at any time, replace with suitable material, and recompact (especially utility trenches).

# (B) Subgrade Preparation

That area shown on the plans for street construction shall be cut to grade, scarified to a depth not less than 6 inches or as otherwise indicated on the drawings and compacted to 95% Standard Proctor density. Irregularities exceeding ½ inch in 16 feet shall be corrected. Soft areas found at anytime shall be removed, replaced with acceptable material and compacted (especially at utility trenches). The correct moisture density relationship shall be maintained.

### (C) Curb Backfill and Topsoil (Sidewalks, Parkways, Islands, etc.)

Fill and compact areas behind curbs and adjacent to sidewalks and driveways without delay after completion of concrete work. The top 6 inches (where disturbed by construction or where unsatisfactory material is exposed by excavation) of finish earth grade shall be clean excavated material or topsoil capable of supporting a good growth of grass when fertilized and seeded or sodded. It shall be free of concrete, asphalt, shell, caliche, debris and any other material that detracts from its appearance or hampers the growth of grass.

# (D) Matching Grades at Right-of-Way Line

Finish grade at the property line shall be as shown on the plans. The Engineer may require a reasonable amount of filling on private property where the sidewalk grade is above the property elevation. Use suitable material from the excavation. Unless otherwise directed, cuts at right-of -way lines shall be made at a slope of three horizontal to one vertical (3:1).

## (E) <u>Drainage</u>

During construction, the roadbed and ditches shall be maintained in such condition as to insure proper drainage at all times, and ditches and channels shall be so constructed and maintained as to avoid damage to the roadway section.

All slopes which, in the judgment of the Engineer, require variation, shall be accurately shaped, and care shall be taken that no material is loosened below the required slopes. All breakage and slides shall be removed and disposed of as directed.

#### 3. SELECTION OF MATERIALS

Where shown on the plans, selected materials shall be utilized to improve the roadbed, in which case the work shall be performed in such manner and sequence that suitable materials may be selected, removed separately, and deposited in the roadway within limits and at elevations required. Material used for roadway embankment shall have a plasticity index (P.I.) of 35 or less.

## 4. GEOGRID

Where shown on the plans, geogrid shall be placed on top of the compacted subgrade layer to strengthen the roadbed. Geogrid shall be "TENSAR BX-1200", or approved equivalent. Overlap edges of geogrid in accordance with the manufacturer's recommendations, but not less than 12 inches.

# **5. MEASUREMENT AND PAYMENT**

This project is a lump sum bid. The work governed by this specification shall not be measured for pay, but shall be subsidiary to the project.

# SECTION 022420 SILT FENCE

### 1. DESCRIPTION

This specification shall govern all work necessary for providing and installing silt fences required to complete the project.

## 2. MATERIAL REQUIREMENTS

- A. Geotextile shall meet the requirements for temporary silt fence per AASHTO m288.
- B. Fence Reinforcement Materials:

Silt fence reinforcement shall be one of the following systems.

<u>Type 1: Self-Supported Fence</u> - This system consists of fence posts, spaced no more than 8-1/2 feet apart, and geotextile without net reinforcement. Fence posts shall be a minimum of 42 inches long, embedded at least 1 foot, and constructed of either wood or steel. Soft wood posts shall be at least 3 inches in diameter or nominal 2 x 4 in. and essentially straight. Hardwood posts shall be a minimum of 1.5 x 1.5 in. Fabric attachment may be by staples or locking plastic ties at least every 6 inches, or by sewn vertical pockets. Steel posts shall be T or L shaped with a minimum weight of 1.3 pounds per foot. Attachment shall be by pockets or by plastic ties if the posts have suitable projections.

<u>Type 2: Net-Reinforced Fence</u> - This system consists of fence posts, spaced no more than 8-1/2 feet apart, and geotextile with an attached reinforcing net. Fence posts shall meet the requirements of Self-Supported Fence. Net reinforcement shall be galvanized welded wire mesh of at least 12.5-gauge wire with maximum opening size of 4 inches square. The fabric shall be attached to the top of the net at least every 2 feet, or as otherwise specified.

<u>Type 3: Triangular Filter Dike</u> - This system consists of a rigid wire mesh, at least 6-gauge, formed into an equilateral triangle cross-sectional shape with sides measuring 18 inches, wrapped with geotextile silt fence fabric. The fabric shall be continuously wrapped around the dike, with a skirt extending at least 12 inches from its upslope corner.

- C. <u>Packaging Requirements</u>: Prior to installation, the fabric shall be protected from damage due to ultraviolet light and moisture by either wrappers or inside storage.
- D. <u>Certification and Identification</u>: Each lot or shipment shall be accompanied by a certification of conformance to this specification. The shipment must be identified by a ticket or labels securely affixed to the fabric rolls. This ticket or label must list the following information:
  - a. Name of manufacturer or supplier
  - b. Brand name and style

- c. Manufacturer's lot number or control number
- d. Roll size (length & width)
- e. Chemical composition

# SECTION 025205 PAVEMENT REPAIR, CURB, GUTTER, SIDEWALK AND DRIVEWAY REPLACEMENT

### 1. DESCRIPTION

This specification shall govern the removal and replacing of all types of pavements and surfacing required to complete the project.

### 2. MATERIALS

Unless otherwise specified on the plans, materials and proportions used along with this specification shall conform to the respective following specifications:

Section 025220 "Flexible Base - Caliche"

Section 025223 "Crushed Limestone Flexible Base"

Section 025424 "Hot Mix Asphaltic Concrete Pavement"

Section 025610 "Concrete Curb and Gutter"

Section 025612 "Concrete Sidewalks and Driveways"

Section 030020 "Portland Cement Concrete"

Section 032000 "Reinforcing Steel"

Section 038000 "Concrete Structures"

#### 3. METHOD OF CUTTING

The outline of the trench shall be marked upon the surface of the pavement to be cut, and all cuts into the pavement shall be saw-cut as nearly vertical as it is possible to make them. All unwanted materials removed shall be disposed of by the Contractor and shall not be used as backfill material.

### 4. BACKFILL OF TRENCH

Excavation and backfilling of trench shall be in accordance with the construction drawings.

### **5. REPLACING STREET PAVEMENT**

All pavements, driveways, sidewalks, and curbs and gutters which are cut shall be replaced in a workmanlike manner, with like or better materials or per pavement repair details on the drawings.

### **6. REPLACING DRIVEWAY PAVEMENT**

On all concrete driveway pavements, the replacement shall consist of a reinforced Class "A" concrete slab with a minimum thickness of six (6) inches. The type of finish for the replaced section shall be the same as that appearing on the old pavement. Reinforcement shall be #4 bars at 12 inches each way. Any other type shall be replaced with like or better replacement.

## 7. REPLACING SIDEWALKS

On all sidewalk pavements, the replacement shall consist of a reinforced Class "A" concrete slab (minimum) four (4) inches thick. The type of finish for the replaced section shall be the same as that appearing on the

old sidewalk. Replacement shall, in general, be to original joint or score marks. Reinforcement shall be #4 bars at 12 inches each way on centers, located at mid-depth in the slab 4" x 4" - W2.9 x W2.9 welded wire fabric. Shell or asphalt sidewalks shall be replaced with caliche or asphalt surface.

### 8. REPLACING CURB AND GUTTER

On all curb and gutter, the replacement shall consist of a section conforming in all details to the original section or the Owner's Standard if required by the Engineer. Cuts through the curb shall be replaced with Class "A" concrete. Preserve original steel and reinforce all new curbs with three #4 bars. Adjust grades for positive drainage.

## 9. REPAIRING STREET SHOULDERS AND UNIMPROVED STREETS

On streets or roads without curb and gutter where a shoulder is disturbed, it shall be restored to like or better condition. The shoulder surface shall be rolled to an acceptably stable condition.

## **10. MEASUREMENT AND PAYMENT**

This project is a lump sum bid. The work governed by this specification shall not be measured for pay, but shall be subsidiary to the project.

# SECTION 025213 ASPHALT STABILIZED BASE (S-26)

### 1. DESCRIPTION

"Asphalt Stabilized Base" shall consist of base courses, subbase courses, or foundation courses to be composed of a compacted mixture of mineral aggregate and asphaltic material mixed hot in a mixing plant.

### 2. MATERIALS

- (a) Asphalt: Asphalt for the mixture shall be of the type and grade as determined by the Engineer and shall meet the requirements of Section 025404 entitled "Asphalts, Oils, and Emulsions".
- (b) Tack Coat: The asphaltic material for tack coat shall meet the requirements for emulsified asphalt EA-11M or shall be a cutback asphalt made by combining 50 to 70 percent by volume of the asphaltic material specified for the paving mixture with 30 to 50 percent by volume of gasoline or kerosene. Asphaltic materials shall meet the requirements of Section 025404 entitled "Asphalts, Oils, and Emulsions".
- (c) Mineral Aggregate: The material shall consist of durable coarse aggregate particles, crushed or uncrushed, with approved binding materials and screened as necessary to meet the following gradation requirements.

Square Sieve Size	<u>by Weight</u>
2"	0
1-1/4"	0-2
#4	45-75
#40	60-85

The mineral aggregate shall also meet the following physical requirements.

Wet Ball Mill	50 max.
Plasticity Index (P.I.)	15 max.
Liquid Limit (L.L.)	55 max.

Sand equivalent value shall not be less than 40

Testing of mineral aggregates shall be in accordance with the appropriate Texas Highway Department standard laboratory test procedures.

## 3. MIXTURE

The mixture shall be uniform and shall contain 6.0 percent by weight of asphaltic material. Samples of the material, when tested, shall not vary from the designated asphalt content by more than 0.5 percent dry weight (based on total mixture).

Percent Retained

#### 4. EQUIPMENT

Equipment used in mixing, spreading, finishing, and compacting the material shall conform to the requirements of Section 025424 entitled "Hot Mix Asphaltic Concrete Pavement", Subsection 4 entitled "Equipment".

# 5. STOCKPILING, STORAGE, PROPORTIONING, AND MIXING

These requirements shall be as specified in Section 025424, Subsection 5.

## **6. CONSTRUCTION METHODS**

Construction methods shall conform to the requirements of Section 025424, Subsection 6.

# 7. MEASUREMENT AND PAYMENT

Asphalt stabilized base shall be measured by the square yard. Payment shall be made at the contract unit bid price, per square yard, and shall constitute full compensation for all labor, material, equipment, and incidentals necessary to complete the asphalt stabilized base course in accordance with this specification and to the lines, grades, thickness, and typical section shown on the plans.

# SECTION 025215 CEMENT STABILIZED CALICHE BASE (S-47)

# 1. DESCRIPTION

This specification shall govern all work required to furnish and place all cement stabilized caliche base for this project.

### 2. MATERIALS

1. Raw Caliche Base: Sample for testing shall be taken prior to mixing with cement.

Material shall be well graded and meet the following requirements when tested in accordance with AASHTO T27:

Sieve Size	% Passing
2"	100
1"	75-95
3/8"	40-75
No. 4	30-60
No. 10	20-45
No. 40	15-30
No. 200	5-20

The material passing the No. 40 sieve, soil binder, shall meet the following requirements:

- a. Liquid limit shall not exceed 45 when tested in accordance with AASHTO T89.
- b. Plasticity index shall not exceed 20 when tested in accordance with AASHTO T90.
- c. Linear shrinkage shall not exceed 10 when tested in accordance with THD TEX-107-E. (Note: The linear shrinkage shall be calculated from the volumetric shrinkage at the liquid limit.)

Coarse aggregate shall have an abrasion loss of not more than 55% when subjected to the Los Angeles Abrasion Test, AASHTO T96.

- 2. Water: Water shall be free of substances deteriorative to curing of the treated base and shall be approved by the City Engineer.
- 3. Cement: Cement shall be Type 1 Portland Cement in accordance with ASTM C150. Cement shall be applied in the amount necessary to produce the desired compressive strength in the finished and cured base, depending on raw caliche used. In most cases, acceptable raw caliche will require cement in the following amount:

```
Percent by Weight = 7
lb. per sq. yd. for 1" depth = 5.57
```

In the absence of more precise data, the above amount has been used to estimate the quantity of Portland Cement in the proposal. The Engineer may increase or decrease the amount of cement at his discretion, after representative samples of the caliche have been tested.

4. Asphalt Seal: Asphalt Seal shall be MC70 in accordance with 025404.

#### 3. EQUIPMENT

Equipment necessary for the proper construction of the work shall be on the project, in first-class working condition, and be approved by the Engineer, both as to type and condition, prior to the start of construction operations. The Contractor shall at all times provide sufficient equipment to enable continuous prosecution of the work and its completion in the required number of working days.

Portland Cement treatment for materials in place may be constructed with any machine or combination of machines and auxiliary equipment that will produce results as outlined in this specification.

Mixing may be accomplished by: (1) a multiple-pass traveling mixing plant or (2) a single-pass traveling mixing plant.

The equipment provided by the Contractor shall be operated by experienced and capable workmen and shall be that necessary to provide a cement treatment meeting the requirements herein specified.

## **4. CONSTRUCTION METHODS**

#### 4.1 GENERAL

It is the primary requirement of this specification to secure a complete course of treated material containing a uniform Portland cement mixture free form laminations or segregated areas, of uniform density and moisture content, well bound for its full depth and with a smooth surface suitable for placing subsequent courses. It shall be the responsibility of the Contractor to regulate the sequence of his work to process a sufficient quantity of material to provide full depth as shown on plans, to use the proper amount of Portland cement, maintain the work and rework the courses as necessary to meet the above requirements.

Cement treatment shall not be mixed or placed when the air temperature is below 40E and is falling, but may be mixed or placed when the air temperature is above 35E F and is rising, the temperature being taken in the shade and away from artificial heat and with the further provisions that cement treatment shall be mixed or placed only when weather conditions, in the opinion of the Engineer, are suitable.

#### 4.2 TEST SECTION

The Contractor shall be required to construct a "Test Section". The first section of cement treated base shall serve as a test section. Its length shall be between 300 and 500 linear feet, typically one block. Evaluation of the equipment and procedure will be done during this section. In case it is found that the work is not satisfactory with respect to the specification requirements, the Contractor shall revise his procedures and augment or replace equipment as necessary to assure work completed in accordance with the specifications. Additional test sections may be required as directed by the Engineer. Test sections not conforming to the requirements of the specifications shall be reconstructed.

#### 4.3 PLACING OF BASE MATERIAL

After approval of the previous course, base material shall be delivered on the road and placed in windows of uniform sections, then accurately bladed and shaped to required crown and grade to provide a base of compacted depth required by the plans.

#### 4.4 FINAL PREPARATION OF SECTION

On the day immediately preceding processing, water, as required, shall be added and uniformly mixed full depth with the base material. This operation shall precede cement spreading by at least 12 hours. The section shall then be accurately bladed and shaped to required grade and section.

### 4.5 APPLICATION OF CEMENT

The specified quantity of Portland Cement required for the full depth of treatment shall be uniformly spread over the surface. Each pass of the cement spreader shall be positioned by either the curb line or a string line. Cement shall be applied only to such areas as can be completed as herein specified within the daylight hours of the same day. No equipment, except that used in spreading and mixing, will be allowed to pass over the freshly spread cement until it is mixed with the base material.

#### 4.6 MIXING AND PROCESSING:

Either method (a) or (b) below may be used at the option of the Contractor.

(a) Multiple-Pass Traveling Mixing Plant: After the cement has been applied, it shall be mixed with the base material. Mixing shall continue until the cement has been sufficiently blended with the base material to prevent the formation of cement balls when water is applied. Any mixture that has not been compacted and finished shall not remain undisturbed for more than 30 minutes.

Immediately after the mixing of base material and cement is completed, water, as necessary, shall be uniformly applied and incorporated into mixture. Proper care shall be exercised to insure proper moisture distribution at all times. After the last increment of water has been added, mixing shall continue until a thorough and uniform mix has been obtained.

(b) Single-Pass Traveling Mixing Plant: After the cement has been applied, it shall be sufficiently mixed with the base material to prevent the formation of cement balls when water is applied. Unpulverized soil lumps in mixture will not be allowed. Should this condition prevail, the Contractor shall "pre-wet" the raw base material as necessary to correct this condition.

The mixer shall be provided with means for visible and accurately gauging the water application. The water shall be applied uniformly through a pressure spray bar. After cement is spread, mixing operations shall proceed as follows:

The mixer shall, in one continuous operation, mix the base material and cement full depth, add the required moisture uniformly, thoroughly moist-mix the material, cement, and water, spread the completed mixture evenly over the machine processed width of the subgrade, and leave it in a loose condition ready for immediate compaction.

The mixture shall not remain undisturbed, after mixing and before compacting, for more than 30 minutes.

### 4.7 COMPLETION AND FINISHING

The material shall be compacted to not less than 98 percent of the maximum dry density as determined by AASHTA T99 Method D. The moisture content of the mixture shall be within 3% of optimum on the wet side.

The surface, upon completion, shall be smooth and in conformity with typical sections and to the established lines and grades. Any deviation in excess of 1/4 inch in cross section and in a length of 16 feet measured longitudinally shall be corrected. All irregularity, depressions, or weak spots which develop shall be corrected by re-priming.

All sections of cement stabilized base shall be processed full width each day without longitudinal construction joints.

Any portion which has a density below that specified herein and which has not properly hardened after a suitable time interval shall be removed and replaced to meet this specification at the expense of the Contractor.

#### 4.8 ASPHALT SEAL

The compacted cement treated base course shall be protected against rapid drying by priming the surface in accordance with 025412. This curing seal shall be applied as soon as practicable, but not later than eight hours after the completion of final compaction. The surface shall be kept moist until the curing seal is applied. It shall be the responsibility of the Contractor to protect the primed surface until surface course is applied.

## 4.9 TRAFFIC

The Contractor shall not be permitted to drive heavy equipment over completed portions, but pneumatic-tired equipment required for hauling cement, and water may be permitted after the surface has hardened sufficiently to prevent the equipment from marring the surface, provided protection and cover specified herein are not impaired. The cement stabilized base may be opened to local traffic as soon as the asphalt seal has been applied and sanded or cured as necessary to prevent it from being picked up by traffic. It may be opened to all traffic after 7 days. Surface coarse shall be applied prior to opening to through traffic.

#### 4.10 MAINTENANCE

The Contractor shall be required to maintain at his own expense the entire cement stabilized base within the limits of his contract in good condition satisfactory to the Engineer from the time he first starts work until all work shall have been completed.

Maintenance shall include immediate repairs of any defect that may occur after construction, which work shall be done by the Contractor at his own expense and repeated as often as necessary to keep the

area continuously intact. Repairs are to be made in a manner to insure restoration of a uniform surface of good quality cement stabilized base. Faulty work shall be replaced for the full depth of base. Any low area shall be remedied by replacing the material for the full depth of treatment, rather than adding a thin layer of base material to the completed work.

## **5. MEASUREMENT AND PAYMENT**

Unless indicated otherwise in the Proposal, Cement Stabilized Base will be measured by the square yard, complete in place, for the thickness specified on the plans. Areas will be measured separately for the various thicknesses of Cement Stabilized Base. Portland Cement, actually incorporated in the completed work, will be measured by the ton.

# SECTION 025223 FLEXIBLE BASE

### 1. DESCRIPTION

This Specification shall govern all work for furnishing and placing Flexible Base required to complete the project.

### 2. MATERIAL

The material shall consist of crushed limestone produced from oversize quarried aggregate, sized by crushing and produced from a naturally occurring single source, meeting the requirements for Type 'A' material as specified in Texas Department of Transportation (TxDOT) Specification Item 247 "Flexible Base". Crushed gravel or uncrushed gravel shall not be acceptable. No blending of sources and/or additive materials will be allowed. The material shall be free of vegetation and shall be approved by the Engineer. All acceptable material shall be screened and the oversize shall be crushed and returned to the screened material in such a manner that a uniform product will be produced which meets all physical requirements for Grade 1-2 as specified in TxDOT Specification Item 247 "Flexible Base".

### 3. TESTING

The Owner will engage a laboratory and pay for one test each in the following categories: gradation, liquid limit, plasticity index, modified proctor, moisture-density relation, CBR, and necessary field densities. The Engineer may call for additional tests at any time. The cost of all retests, in case of failure to meet specifications, will be deducted from the Contractor's payment. The Owner will pay for proctor and soil constants and abrasion tests, at the rate of one test for each 1,500 square yards. If material changes and this ratio of one test increases, the Contractor shall pay the cost of additional tests required by the Engineer. The Engineer may waive testing and/or lime admix for small amounts for unimportant uses.

## 4. CONSTRUCTION METHODS

Prior to placement of flexible base, the surface of the previous course shall be finished true to line and grade as established, and in conformity with the typical section shown on the plans. Grade tolerance shall be generally 1/2 inch, and highs and lows must approximately balance.

Flexible base shall be delivered and spread the same day if possible (no later than the next day).

Base shall be mixed as required to produce a uniform mixture with water. Base shall be placed in uniform lifts not to exceed 6 inches and compacted to a minimum of 95 percent Modified Proctor density (ASTM D1557 or AASHTO T180) at a moisture content of not less than two (2) percent below optimum moisture nor more than 2 percent above optimum moisture.

The surface of the compacted base, after meeting moisture/density requirements, shall be primed in accordance with Standard Specification Section 025412 "Prime Coat".

On completion of compaction and priming, the surface shall be smooth and conform to lines, grades, and sections shown on the plans. Areas with any deviation in excess of 1/4 inch in cross-section and in lengths of 16 feet measured longitudinally shall be corrected by loosening, adding or removing material, reshaping, and recompacting by repriming and rolling.

Moisture and density shall be maintained until the paving is complete.

# **5. MEASUREMENT AND PAYMENT**

This project is a lump sum bid. The work governed by this specification shall not be measured for pay, but shall be subsidiary to the project.

# SECTION 025404 ASPHALTS, OILS AND EMULSIONS

## 1. DESCRIPTION

This specification shall govern all work for asphalt cement, cut-back asphalts, emulsified asphalts, other miscellaneous asphaltic materials, and latex additives required to complete the project.

### 2. MATERIALS

When tested according to Texas Department of Transportation Test Methods, the various materials shall meet the applicable requirements of this specification.

(1) ASPHALT CEMENT. The asphalt cement shall be homogeneous, shall be free from water, shall not foam when heated to 347 F and shall meet the requirements in Table 1.

TABLE 1

Viscosity Grade	AC	-1.5	AC	C-3	AC	C-5	AC	C-10	AC	-20	AC	-30
Property	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
Viscosity, 140 F, poises 275 F, poises	100 0.7	200 -	250 1.1	350 -	400 1.4	600 -	800 1.9	1200 -	1600 2.5	2400 -	2400 3.0	3600 -
Penetration, 77 F 100 g, 5 sec	250	-	210	-	135	-	85	-	55	-	45	-
Flash Point, C.O.C., F	425	-	425	-	425	-	450	-	450	-	450	-
Solubility in Trichloroethylene, %	99. 0	-	99.0	-	99.0	-	99.0	-	99.0	-	99.0	-
Spot Test	Negative for all grades											
Tests on Residue from Thin Film Oven Test: Viscosity, 140 F, poises Ductility, 77 F, 5 cm per min., cm	-	450	-	900	-	1500	-	3000	-	6000	-	9000
	100 *	-	100	-	100	-	100	-	70	-	50	-

<sup>\*</sup>If the ductility at 77 F is less than 100 cm, the material will be acceptable if its ductility at 60 F is more than 100 cm.

CAUTION: Heating of asphaltic materials (except emulsions) constitutes a fire hazard. Proper precautions should be used in all cases, especially with RC cutbacks. The utmost care shall be taken to prevent open flames from coming in contact with the asphaltic material or the gases of same. The Contractor shall be responsible for damage from any fires or accidents which may result from heating the asphaltic materials.

- (2) LATEX MODIFIED ASPHALT.
- (a) Latex Additive. The latex additive shall be an emulsion of styrene-butadiene low-temperature copolymer in water. The emulsion shall have good storage stability and possess the following properties.

Monomer Ratio of Latex,		-	73 <u>+</u> 5
butadiene to styrene			27 <u>+</u> 5
Minimum Solids Content, percent by weight		-	45
Viscosity of Emulsion at 77 ± 1 F, cps, max (No. 3 spindle, 20 rpm, Brookfield RVT Viscometer)	-	2000	

The manufacturer shall furnish the actual styrene-butadiene rubber (SBR) content for each batch of latex emulsion. This information shall accompany all shipments to facilitate proper addition rates.

(b) Latex Modified Asphalt Cement. The latex modified asphalt cement shall consist of an AC-5 or AC-10 asphalt cement in accordance with Subarticle 2 (1) to which a styrene-butadiene rubber latex has been added. The amount shown is based on latex solids in the finished asphalt cement-latex additive blend. Possible combinations and their intended uses are as follows:

<u>Material</u>	<u>Use</u>
AC-5 + 2% latex solids	Surface treatments
AC-10 + 2% latex solids	Surface treatments or asphaltic concrete
AC-10 + 3% latex solids	Asphaltic concrete
AC-10 + 3% latex solids (High viscosity blend)	Asphaltic concrete where maximum high temperature toughness is needed.

The finished asphalt cement-latex additive blend shall be smooth, homogeneous, and comply with the requirements in Table 2.

TABLE 2

Type - Grade Property	AC-5 + 2% Latex Solids	AC-10 + 2% Latex Solids	AC-10 + 3% Latex Solids	AC-10 + 3% Latex Solids (High Viscosity Blend)
Minimum SBR content, percent by wt. solids (IR determination)*	2.0	2.0	3.0	3.0
Penetration, 100g, 5 sec, 77 F, minimum	120	80	75	75
Viscosity, 140 F, poises, minimum	700	1300	1600	2300
Viscosity, 275 F, poises, maximum	7.0	8.0	12.0	12.0
Ductility, 39.2 F, 1cm/min, cm, minimum	-	-	100	100
Ductility, 39.2 F, 5 cm/min, cm, minimum	70	60	-	-
Separation of Polymer after 48 hrs. at 325 F	None	None	None	None
Separation of Polymer after 5 hrs. at 325 F **	None	None	None	None

<sup>\*</sup> The asphalt supplier shall furnish the Owner samples of the asphalt cement and latex emulsion used in making the finished product.

<sup>\*\*</sup> Applies in lieu of the 48-hour requirement when the latex modified asphalt is to be used in asphaltic concrete and the latex additive is introduced separately at the mix plant, either by injection into the asphalt line or into the mixer.

(c) Latex Modified Cutback Asphalt. The latex modified cutback asphalt shall be a medium curing cutback produced from an asphalt cement to which has been added a styrene-butadiene rubber latex. The latex modified cutback asphalt shall comply with the requirements in Table 3.

TABLE 3

IADLL 3		
Type – Grade	MC-24	00 Latex
Property	Min	Max
Kinematic Viscosity @ 140 F, cst	2400	4800
Water, percent	-	0.2
Flash Point, T.O.C., F	150	-
Distillation Test:		
Distillate, percentage by volume of		
total distillate to 680 F		
to 500 F	-	35
to 600 F	35	80
Residue from Distillation, volume %	78	-
Tests on Distillation Residue:		
Minimum SBR Content percent by wt.		
solids (IR determination)*	2.0	-
Penetration, 100g, 5 sec., 77 F	150	300
Ductility, 5cm/min, 77 F, cm	50	-
Solubility in Trichloroethylene, %	99.0	-

<sup>\*</sup> The asphalt supplier shall furnish the Owner samples of the asphalt cement and latex emulsion used in making the finished product.

(3) CUTBACK ASPHALT. Cutback asphalt shall meet the requirements indicated in Tables 4 and 5 for the specified type and grade.

TABLE 4
RAPID CURING TYPE CUTBACK ASPHALT

Type – Grade	RC-	250	RC-800		RC-3	3000
Property	Min	Max	Min	Max	Min	Max
Kinematic Viscosity @ 140 F, cst	250	400	800	1600	3000	6000
Water, percent	-	0.2	-	0.2	-	0.2
Flash Point, T.O.C., F	80	-	80	-	80	-
Distillation Test:						
Distillate, percentage by volume of total distillate to 680 F						
to 437 F	40	75	35	70	20	55
to 500 F	65	90	55	85	45	75
to 600 F	85	-	80	-	70	-
Residue from distillation, volume %	70	-	75	-	82	-
Tests on Distillation Residue:						
Penetration, 100g, 5 sec., 77 F	80	120	80	120	80	120
Ductility, 5cm/min, 77 F, cm	100	-	100	-	100	-
Solubility in Trichloroethylene, %	99.0	-	99.0	-	99.0	-
Spot Test		Ne	egative fo	or all gra	des	

**CAUTION: R.C. CUTBACKS ARE EXTREMELY FLAMMABLE!** 

TABLE 5
MEDIUM CURING TYPE CUTBACK ASPHALT

Type - Grade	МС	-30	МС	:-70	MC-	250	MC-	-800	MC-	3000
Property	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
Kinematic Viscosity @ 140 F, cst	30	60	70	140	250	500	800	1600	3000	6000
Water, percent	-	0.2	-	0.2	-	0.2	-	0.2	-	0.2
Flash Point, T.O.C., F	100	-	100	-	150	-	150	-	150	-
Distillation Test:										
Distillate, percentage by volume of total distillate to										
680 F										
to 437 F	-	25	-	20	-	10	-	-	-	-
to 500 F	40	70	20	60	15	55	-	35	-	15
to 600 F	75	93	65	90	60	87	45	80	15	75
Residue from Distillation, volume %	50	-	55	-	67	-	75	-	80	-
Tests on Distillation Residue:										
Penetration, 100g, 5 sec., 77 F	120	250	120	250	120	250	120	250	120	250
Ductility, 5cm/min, 77 F, cm	100*	-	100*	-	100*	-	100*	-	100*	-
Solubility in Trichloroethylene, %	99.0	-	99.0	-	99.0	-	99.0	-	99.0	-
Spot Test				Ne	egative fo	or all gra	des			

<sup>\*</sup> If the penetration of residue is more than 200 and the ductility at 77 F is less than 100 cm, the material will be acceptable if its ductility at 60 F is more than 100.

<sup>(4)</sup> EMULSIFIED ASPHALT. Emulsified asphalt shall be homogeneous, shall show no separation of asphalt after thorough mixing and shall meet the requirements for the specified type and grade shown in Tables 6 through 9.

TABLE 6
ANIONIC EMULSIONS

	Rapid Setting			Medium Setting			Slow	Setting		
Type - Grade	RS	5-2	RS-	-2h	MS	5-2	SS	-1	SS-1h	
Property	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
Viscosity, Saybolt Furol at at 77 F, sec	-	-	-	-	-	-	20	100	20	100
at 122 F, sec	150	400	150	400	100	300	-	-	-	-
Sieve Test, %	-	0.10	-	0.10	-	0.10	-	0.10	-	0.10
Miscibility (Standard Test)	-	-	-	-	-	-	Pas	sing	Pas	ssing
Cement Mixing, %	-	-	-	-	-	-	-	2.0	-	2.0
Demulsibility, 35 ml of 0.02 N CaC1 <sub>2</sub> , %	60	-	60	-	-	30	-	-	-	-
Storage Stability, 1 day, %	-	1	-	1	-	1	-	1	-	1
Freezing Test, 3 cycles*	-	-	-	-	Pass	sing	Pas	sing	Pas	ssing
Distillation Test:										
Residue by Distillation, % by weight	65	-	65	-	65	-	60	-	60	-
Oil Distillate, % by volume of emulsion	-	1/2	-	1/2	-	1/2	-	1/2	-	1/2
Tests on Residue from Distillation:										
Penetration at 77 F, 100 g, 5 sec	120	160	80	110	120	160	120	160	70	100
Solubility in Trichloroethylene, %	97.5	-	97.5	-	97.5	-	97.5	-	97.5	-
Ductility at 77 F, 5 cm/min, cm * Applies only when the Engli	100	-	80	-	100	-	100	-	80	-

<sup>\*</sup> Applies only when the Engineer designates material for winter use.

TABLE 7
HIGH FLOAT ANIONIC EMULSIONS

	Rapid	Setting	Medium Setting		
Type - Grade	HFF	RS - 2	AES -	- 300	
Property	Min	Max	Min	Max	
Viscosity, Saybolt Furol					
at 77 F, sec	-	-	75	400	
at 122 F, sec	150	400	-	-	
Sieve Test, %	-	0.10	-	0.10	
Coating Ability and Water Resistance:					
Coating, dry aggregate	-	-	go	od	
Coating, after spraying	-	-	fair		
Coating, wet aggregate	-	-	fair		
Coating, after spraying	-	-	fair		
Demulsibility 35 ml of 0.02 N CaCl <sub>2</sub> , %	50	-	-	-	
Storage Stability Test, 1 day, %	-	1	-	1	
Distillation Test:					
Residue by Distillation, % by weight	65	-	65	-	
Oil Distillate, by volume of emulsion, %	-	1/2	-	5	
Tests on Residue from Distillation:					
Penetration at 77 F, 100 g, 5 sec	100	140	300	-	
Solubility in Trichloroethylene, %	97.5	-	97.5	-	
Ductility at 77 F, 5 cm/min, cm	100	-	-	-	
Float Test at 140 F, sec	1200	-	1200	-	

TABLE 8
CATIONIC EMULSIONS

		Rapid S	Setting			Medium	n Setting			Slow S	etting	
Type - Grade	CR	S-2	CRS	5-2h	СМ	S-2	CM	S-2s	CS	S-1	CSS	-1h
Property	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
Viscosity, Saybolt Furol												
at 77 F, sec	-	-	-	-	-	-	-	-	20	100	20	100
at 122 F, sec	150	400	150	400	100	300	100	300	-	-	-	-
Sieve Test, %	-	0.10	-	0.10	-	0.10	-	0.10	-	0.10	-	0.10
Cement Mixing, %	-	-	-	-	-	-	-	-	-	2.0	-	2.0
Demulsibility, 35 ml 0.8 % sodium dioctyl sulfosuccinate, %	40	-	40	-	-	-	-	-	-	-	-	-
Storage Stability,1 day,%	-	1	-	1	-	1	-	1	-	1	-	1
Coating Ability and Water Resistance:												
Coating, dry aggregate	-	-	-	-	go	od	go	od	-	-	-	-
Coating, after spraying	-	-	-	-	fa	ir	fa	nir	-	-	-	-
Coating, wet aggregate	-	-	-	-	fa	iir	fa	nir	-	-	-	-
Coating, after spraying	-	-	-	-	fa	iir	fa	nir	-	-	-	-
Particle Charge Test	pos	itive	pos	tive	posi	tive	pos	itive	pos	itive	posi	tive
Distillation Test: Residue by Distillation, % by wt	65	-	65	-	65	-	65	-	60	-	60	-
Oil Distillate, % by volume of emulsion	-	1/2	-	1/2	-	7	-	5	-	1/2	-	1/2
Tests on Residue from Distillation:												
Penetration at 77 F, 100 g, 5 s	120	160	80	110	120	200	300	-	120	160	80	110
Solubility in Trichloroethylene, %	97.5	-	97.5	-	97.5	-	97.5	-	97.5	-	97.5	-
Ductility at 77 F, 5 cm/min,cm	100		80	-	100	-	-	-	100		80	-

TABLE 9
POLYMER MODIFIED EMULSIONS

	High Floa	t Anionic	Cationic		
	Rapid S	Setting	Rapid S	Setting	
Type-Grade	HFR	S-2P	CRS	-2P	
Property	Min	Max	Min	Max	
Polymer Content, percent by weight of the distillation residue *	3.0	-	3.0	-	
Viscosity, Saybolt Furol at 122 F, sec	150	400	150	400	
Storage Stability Test, 1 day, %	-	1	-	1	
Demulsibility, 35 ml of 0.02 N CaCl <sub>2</sub> , %	40	-	-	-	
Demulsibility, 35 ml 0.8 percent sodium dioctyl sulfosuccinate, %	-	-	40	-	
Sieve Test, %	-	0.10	-	0.10	
Particle Charge Test	-	-	Positive		
**Distillation Test:					
Oil distillate, by volume of emulsion, %	-	1/2	-	1/2	
Residue, % by wt	65	-	65	-	
Tests on Residue from Distillation:					
Float Value at 140 F, sec	1200	-	-	-	
Penetration, 77 F, 100 g, 5 sec	100	140	110	150	
Ductility, 39.2 F, 5 cm/min, cm	50	-	50	-	
Viscosity at 140 F, poises	1500	-	1300	-	
Solubility in Trichloroethylene, %	97	-	97	-	

<sup>\*</sup> The emulsion supplier shall furnish the Owner samples of the asphalt cement and polymer used in making the finished emulsion.

<sup>\*\*</sup> The temperature on the lower thermometer shall be brought slowly to 350 F plus or minus 10 F and maintained at this temperature for 20 minutes. The total distillation shall be completed in 60 plus or minus 5 minutes from the first application of heat.

<sup>(5)</sup> **FLUXING MATERIAL.** Fluxing material shall be free from foreign matter and shall be comprised of flux oil or a blend of flux oil and aromatic oil. The materials, when tested separately, shall meet the following requirements:

# (a) Flux Oil.

Properties	Minimum	Maximum
Water, weight percent	-	0.2
Kinematic Viscosity, 140 F, cst	60	200
Flash Point, C.O.C., F	200	-
Loss on Heating, 50 g, 5 hrs at 325 F, weight percent	-	10
Asphalt Content (100 to 200 Penetration residue by vacuum distillation), weight		
percent	25	-
Pour Point, F	-	60

# (b) Aromatic Oil.

Properties	Minimum	Maximum
Water, weight percent	-	0.2
Kinematic Viscosity, 140 F, cst	-	150
Flash Point, C.O.C., F	250	-
Loss on Heating, 50 g, 5 hrs at 325 F,		
weight percent	-	12
Pour Point, F	-	60

The aromatic oil, when blended with a maximum of 30 percent by weight of bitumen recovered from limestone rock asphalt by TxDOT Test Method Tex-211-F, shall produce a material with a minimum penetration at 77 F of 85.

# **(6) SPECIAL PRECOAT MATERIAL.** Special precoat material shall meet the following requirements:

Properties Minimum		Maximum	
Water, %	<del>-</del>	0.2	
Flash Point, C.O.C., F	200	-	
Kinematic Viscosity at 140 F, cst	300	500	
Distillation to 680 F:			
Initial Boiling Point, F	500	-	
Residue by weight, %	70	-	
Residue Penetration, 77 F, 100 g, 5 sec	200	300	

# (7) CRACKED FUEL OIL. Cracked fuel oil shall meet the following requirements:

Properties	Minimum	Maximum
Asphalt Content of 100 Penetration @ 77 F, %	65	80
Flash Point, C.O.C., F	250	-
Kinematic Viscosity at 140 F, cst	-	550
Loss at 212 F, 20 g, 5 hrs. %	-	3.0
Water and Sediment, %	-	2.0

- (8) CRACK SEALER. This section sets forth the requirements for SS-1P polymer modified emulsion suitable for sealing fine cracks, and a rubber asphalt compound suitable for sealing cracks 1/8 inch or greater width. For cracks on the order of 1/8 inch width, HFRS-2P polymer modified emulsion as described in Subarticle 2 (4), Table 9 of this specification may be used. Requirements for SS-1P and rubber-asphalt crack sealing compound are as follows:
- (a) SS-1P Polymer Modified Emulsion. Specific requirements are as follows:

Properties	Minimum Maximum	1
Polymer Content, percent by weight of the		
distillate residue*	3.0	-
Viscosity, Saybolt Furol at 77 F, sec	30	100
Storage Stability Test, one day, %	-	1
Cement Mixing, %	-	2.0
Sieve Test, %	-	0.10
Miscibility (Standard Test)	Pass	ing
** Distillation:		
Oil distillate, by volume of emulsion, %	-	1/2
Residue, %	60	-
Requirements on Residue from Distillation	on:	
Penetration, 77 F, 100g, 5 sec	100	140
Ductility, 39.2 F, 5 cm/min, cm	50	-
Solubility in trichloroethylene, %	97	-
Viscosity at 140 F, poises	1300	-

<sup>\*</sup> The emulsion supplier shall furnish the Owner samples of the asphalt cement and polymer used in making the finished emulsion.

**(b)** Rubber-Asphalt Crack Sealing Compound. This may be a proprietary material. The compound shall be capable of being melted and applied at a temperature of 400 F or less by a suitable oil jacketed kettle equipped with a pressure pump, a hose and a nozzle. It shall contain no water or highly-volatile matter. It shall not be tracked by traffic when cooled to road temperature.

The rubber-asphalt crack sealing compound shall meet the following requirements:

Properties	Minimum	Maximum	
Rubber Content, percent by wt		22	26
Flash Point, Modified C.O.C., F*		400	-
Penetration at 77 F, 150 g, 5 sec **		30	50

<sup>\*\*</sup> The temperature on the lower thermometer shall be brought slowly to 350 F plus or minus 10 F and maintained at this temperature for 20 minutes. The total distillation shall be completed in 60 plus or minus 5 minutes from the first application of heat.

\* The equipment and procedure shall be as specified in ASTM D 92 with the following modification. Prior to passing the test flame over the cup, agitate the sealing compound with a 3/8 inch to 1/2 inch wide square-end metal spatula in a manner so as to bring the material on the bottom of the cup to the surface, i.e., turn the material over. This shall be done, starting at one side of the thermometer, moving around to the other, then returning to the starting point, using 8 to 10 rapid circular strokes. The agitation shall be accomplished in 3 to 4 seconds. The test flame shall be passed over the cup immediately after the stirring is completed. This procedure shall be repeated at each successive 10 F interval until the flash point is reached.

**Properties of Rubber Used in Sealer.** The rubber shall be one of the following types:

Type 1 - Ground tire rubber.

Type II - Mixture of ground tire rubber and high natural reclaimed scrap rubber. The natural rubber content, determined by ASTM D 297, shall be a minimum of 25 percent.

The ground rubber shall comply with the following gradation requirements when tested by TxDOT Test Method Tex-200-F, Part 1.

U.S. Standard	d Percent Retained	
Sieve Size	Type I	Type II
N- 0	0	
No. 8	0	-
No. 10	0-5	0
No. 30	90-100	50-70
No. 50	95-100	70-95
No. 100	-	95-100

The ground rubber shall be free from fabric, wire, cord or other contaminating materials.

**Packaging.** The rubber-asphalt crack sealing compound shall be packaged in boxes which contain two (2) 30-35 pound blocks that are individually packaged in a liner made of polyethylene, or other packaging approved by the Engineer.

**(9) ASPHALT RECYCLING AGENT.** The asphalt recycling agent shall be either a petroleum oil, referred to as recycling agent, or a petroleum oil emulsion, referred to as emulsified recycling agent. These agents may be used alone or the emulsified recycling agent may be used in conjunction with emulsified asphalt having the same particle charge, i.e., a cationic emulsified asphalt must be used with a cationic emulsified recycling agent and an anionic emulsified asphalt with an anionic emulsified recycling agent. The supplier must clearly state whether the emulsified recycling agent being furnished is cationic or anionic. Specific requirements are as follows:

# (a) Emulsified Recycling Agent.

Properties	Minimum	Maximum
Viscosity, Saybolt Furol at 77 F, sec	15	100

<sup>\*\*</sup> The penetration shall be determined by ASTM D 5 except that the cone specified in ASTM D 217 shall be substituted for the penetration needle.

Sieve Test, %	-	0.10
Miscibility *	No Coagulation	
Residue, % by wt. **	60	-
Test on Residue from Evaporation Test:		
Flash Point, C.O.C., F	400	-
Viscosity at 140 F, cst	75	250
Viscosity at 275 F, cst	-	10.0

<sup>\*</sup> Performed according to TxDOT Test Method Tex-521-C except that 0.02 N calcium chloride solution shall be used in place of water.

The ability of the residue from the evaporation test to restore the original properties of an aged asphalt cement shall be determined as follows. The residue shall be blended uniformly in the laboratory with a standard 14 to 16 penetration asphalt at a maximum rate of 20 percent by weight of the asphalt. The resulting blend must comply with all the requirements of Subarticle 2 (1) for AC-20 asphalt cement.

The standard asphalt cement for the above blend shall be obtained by subjecting an AC-20 produced by Fina Oil and Chemical, Big Spring, Texas, meeting all requirements of this specification, to the thin film oven test as specified in TxDOT Test Method Tex-510-C except that the test period shall be increased so as to obtain the required penetration.

**(b) Recycling Agent.** When recycling agent (petroleum oil) is specified, it shall meet the same requirements indicated above for the Residue from Evaporation Test on emulsified recycling agent.

### 3. STORAGE, HEATING AND APPLICATION TEMPERATURES

Asphaltic materials should be applied at the temperature which provides proper and uniform distribution and within practical limits avoiding higher temperatures than necessary. Satisfactory application should usually be obtained within the recommended ranges shown below. No material shall be heated above the maximum temperatures shown in Table 10.

<sup>\*\*</sup> Residue shall be determined by the evaporation method set forth in ASTM D 244, except that the sample shall be maintained at 300 F until foaming ceases, then cooled and weighed.

**TABLE 10** 

Application			
TYPE - GRADE	Recommended	Maximum	Storage
	Range, F	Allowable, F	Maximum, F
AC-1.5 and AC-3	220-300	350	350
AC-5, 10, 20, 30	275-350	375	400
AC-5 or AC-10 + 2% SBR	300-375	390*	375
AC-10 + 3% SBR	300-350	350	360
RC-250	125-180	200	200
RC-800	170-230	260	260
RC-3000	215-275	285	285
MC-30	70-150	175	175
MC-70	125-175	200	200
MC-250	125-210	240	240
MC-800	175-260	275	275
MC-3000 & MC-2400 Latex	225-275	290	290
SS-1, SS-1h, SS-1P, CSS-1, CSS-1h,			
recycling agent, emulsified			
recycling agent	50-130	140	140
RS-2, RS-2h, MS-2, CRS-2, CRS2h,			
CRS-2P, CMS-2, CMS-2s, HFRS-2,			
HFRS-2P, AES-300	110-160	170	170
Special Precoat Material	125-250	275	275
Flux Oil	-	275	275
Aromatic Oil	-	275	275
Cracked Fuel Oil	160-220	260	260
Rubber-Asphalt Crack Sealer	350-375	400	-

<sup>\*</sup> AC-5 + 2% SBR and AC-10 + 2% SBR which is designated for surface treatment work may be heated to a maximum temperature of 390 F by the supplier loading through an in-line heater, or, with the Engineer's permission, these materials may be heated to a maximum of 390 F by the Contractor just prior to application. When any of the SBR-modified asphalt cements are used in asphaltic concrete, the storage temperature at the mix plant should not exceed 350 F.

CAUTION: Heating of asphaltic materials (except emulsions) constitutes a fire hazard. Proper precautions should be used in all cases, especially with RC cutbacks. The utmost care shall be taken to prevent open flames from coming in contact with the asphaltic material or the gases of same. The Contractor shall be responsible for damage from any fires or accidents which may result from heating the asphaltic materials.

# **4. MEASUREMENT AND PAYMENT**

This project is a lump sum bid. The work governed by this specification shall not be measured for pay, but shall be subsidiary to the project.

# SECTION 025412 PRIME COAT

# 1. DESCRIPTION

This specification shall consist of an application of asphalt material on the completed base course and/or other approved area in accordance with this specification.

Prime Coat shall not be applied when the air temperature is below 60° F and falling, but it may be applied when the air temperature is above 50° F and is rising; the air temperature being taken in the shade and away from artificial heat. Asphalt material shall not be placed when general weather conditions, in the opinion of the Engineer, are not suitable.

#### 2. MATERIALS

The asphalt material used for the prime coat shall be MC-30 medium-curing cutback asphalt or AE- P asphalt emulsion prime, unless otherwise specified, and when tested by approved laboratory methods shall meet the requirements of Standard Specification Section 025404 "Asphalts, Oils and Emulsions". Blotter material shall be native sand.

#### 3. CONSTRUCTION METHODS

When, in the opinion of the Engineer, the area and/or base is satisfactory to receive the prime coat, the surface shall be cleaned of dirt, dust, and other deleterious matter by sweeping or other approved methods. If found necessary by the Engineer, the surface shall be lightly sprinkled with water just prior to application of the asphalt material. The asphalt material shall be applied on the clean surface by an approved type of self-propelled pressure distributor so operated as to distribute the material in the quantity specified, evenly and smoothly under a pressure necessary for proper distribution. The Contractor shall provide all necessary facilities for determining the temperature of the asphalt material in all of the heating equipment and in the distributor, for determining the rate at which it is applied, and for securing uniformity at the junction of two distributor loads.

All storage tanks, piping, retorts, booster tanks and distributors used in storing or handling asphalt material shall be kept clean and in good operating condition at all times, and they shall be operated in such manner that there will be no contamination of the asphalt material with foreign material. It shall be the responsibility of the Contractor to provide and maintain in good working order a recording thermometer at the storage-heating unit at all times. The distributor shall have been recently calibrated and the Engineer shall be furnished an accurate and satisfactory record of such calibration. After beginning of the work, should the yield on the asphalt material applied appear to be in error, the distributor shall be calibrated in a manner satisfactory to the Engineer before proceeding with the work.

Prime shall be applied at a temperature within the recommended range per Standard Specification Section 025404 "Asphalts, Oils and Emulsions", with that range being 70 to 150 degrees F. Application rate shall be not less than 0.15 gallon per square yard, unless otherwise specified. The Contractor shall be responsible for the maintenance of the surface until the Engineer accepts the work.

No traffic hauling or placement of any subsequent courses shall be permitted over the freshly applied prime coat until authorized by the Engineer. Spread blotter material before allowing traffic to use a primed surface.

Allow sufficient time for the prime coat to cure properly before applying surface treatment or asphaltic concrete pavement.

# **4. MEASUREMENT AND PAYMENT**

This project is a lump sum bid. The work governed by this specification shall not be measured for pay, but shall be subsidiary to the project.

# SECTION 025424 HOT MIX ASPHALTIC CONCRETE PAVEMENT (Class A) TYPE D

#### 1. DESCRIPTION

This specification shall govern all work required for furnishing and laying Hot Mix Asphalt Concrete (HMAC) surface, binder and base courses required to complete the project.

#### 2. MATERIALS

- 2.1. <u>Aggregate</u>. The aggregate shall consist of a blend of course aggregate, fine aggregate and, if required, a mineral filler.
  - 2.1.1. Coarse Aggregate shall consist of that fraction of aggregate retained on a No. 10 sieve and shall consist of crushed furnace slag, crushed stone, or crushed gravel.

Deleterious material in course aggregate shall not exceed 2% per TxDOT Test Method TEX-217-F.

Course aggregate shall be crushed such that a minimum of 85% of the particles have more than one crushed face, unless noted otherwise on the plans.

Los Angeles abrasion losses for course aggregate shall not exceed 40% by weight for the surface course and 45% for the binder and base courses per TxDOT Test Method TEX-410-A.

Polish Value not less than 30 for aggregate used in the surface course per TxDOT Test Method TEX-438-A.

2.1.2. Fine Aggregate is defined as the fraction passing a No. 10 sieve and shall be of uniform quality.

Fine aggregate shall consist of screenings of material that pass the Los Angeles abrasion requirements in paragraph 2.1.1 above. Screenings shall be blended with a maximum of 15% uncrushed aggregate or field sand for Type D mixes, or a maximum of 10% uncrushed aggregate or field sand for Type A, B, and C mixes.

Grading of fine aggregate shall be as follows:

<u>Sieve Size</u>	Percent Passing by Weight
No. 10	100
No. 200	0-15

2.1.3 Filler shall consist of dry stone dust, Portland cement, hydrated lime, or other mineral dust approved by the Engineer.

Grading of filler shall be as follows:

Sieve Size	Minimum Percent Passing by Weig	<u>tht</u>
No. 30	95	
No. 80	75	
No. 200	55	

- 2.2. <u>Reclaimed Asphalt Pavement (RAP)</u>. Reclaimed asphalt pavement may be incorporated into the hot mix asphalt concrete furnished for the project, provided that the mixture is designed per the TxDOT Methods and meets the applicable provisions of said TxDOT Item 340 and this specification.
- 2.3. <u>Asphalt</u>. Asphalt Material shall be in accordance with Standard Specification Section 025404 "Asphalt, Oils and Emulsions" and AASHTO.
  - 2.3.1. Paving Mixture:

<u>APPLICATION</u>	ASPHALT GRADE
Residential or low volume	PG 64-22

Collector

Surface Course PG 70-22

Binder Course PG 64-22

Arterial

Surface Course PG 76-22

Binder Course PG 64-22

Base Courses PG 64-22

2.3.2. Tack Coat shall consist of an emulsion, SS-1 diluted with equal volume of water and applied at a rate ranging from 0.05 to 0.15 gallon per square yard.

#### **3. PAVING MIXTURE**

3.1. <u>Mix Design</u>. The mixture shall be designed in accordance with TxDOT Bulletin C-14 and TxDOT Test Method TEX-204-F to conform to the requirements of this specification. The Contractor shall furnish the mix design for the job-mix to be used for the project, unless shown otherwise on the drawings. The mix design shall be submitted prior to placement of the mixture.

The design procedures are intended to result at a job-mix with properties in compliance with these specifications, and when properly placed the job-mix will be durable and stable. The sieve analysis of the job-mix shall be within the range of the Master Gradation and Tolerances specified herein. The job-mix shall meet the density and stability requirements as specified and shall be included with the mix design as submitted per above.

If the specific gravity of any of the types of aggregates differs by more than 0.3, use volume method.

Plot sieve analysis of job-mix; percent passing versus size on four-cycle semi-log paper or other appropriate type paper. Show tolerance limits and Limits of Master Gradation.

3.2. <u>Master Gradation of Aggregate</u>. The aggregate for the type of mix specified shall be within the following tabulated limits per TxDOT Test Method TEX-200-F (Dry Sieve Analysis):

	Туре			
Sieve	А	В	С	D
Size	Course Base	Fine Base	Course Surface	Fine Surface
1-1/2"	100			
1-1/4"	95-100			
1"		100		
7/8"	70-90	95-100	100	
5/8"		75-95	95-100	
1/2"	50-70			100
3/8"		60-80	70-85	85-100
1/4"				
No. 4	30-50	40-60	43-63	50-70
No. 10	20-34	27-40	30-40	32-42
No. 40	5-20	10-25	10-25	11-26
No. 80	2-12	3-13	3-13	4-14
No. 200	1-6*	1-6*	1-6*	1-6*
VMA %				
minimum	11	12	13	14

<sup>\* 2-8</sup> when TxDOT Test Method Tex-200-F, Part II (Washed Sieve Analysis) is used.

<sup>3.3. &</sup>lt;u>Tolerances</u>. The mixture delivered to the job site shall not vary from the job-mix by more than the tolerances specified below. The gradation of the produced mix shall not fall outside the Master Grading Limits, with the following exceptions: for Type B material coarser than 3/8" and for Type D material coarser than #4. Variations from job-mix shall not exceed the following limits, except as noted above:

Tolerances Percent by Weight or Volume

1" to No. 10 Plus or Minus 5.0 No. 40 to No. 200 Plus or Minus 3.0 Asphalt Weight Plus or Minus 0.5 Asphalt Volume Plus or Minus 1.2

3.4. <u>Mix Properties</u>. The mixture shall have a minimum Hveem stability of 40 for Type A, B, and C mixes, and 35 for Type D mixes per TxDOT Test Method TEX-208-F at an optimum density of 96% (plus or minus 1.5) of theoretical maximum density per TxDOT Test Methods TEX-227-F and TEX-207-F.

3.5. <u>Sampling and Testing of Raw Materials</u>. The Contractor shall sample materials as necessary to produce a mix in compliance with these specifications.

#### 4. EQUIPMENT

Item:

- 4.1. <u>Mixing Plants</u>. Mixing plants shall be either the weigh batching type or the drum mix type. Both types shall be equipped with satisfactory conveyors, power units, aggregate handling equipment, aggregate screens and bins (weigh batch only), and pollution control devices as required.
- 4.2. <u>Truck Scales</u>. A set of truck scales, if needed for measurement, shall be placed at a location approved by the Engineer.
- 4.3. <u>Asphalt Material Heating Equipment</u>. Asphalt material heating equipment shall be adequate to heat the required amount of material to the desired temperature. Agitation with steam or air will not be permitted. The heating apparatus shall be equipped with a recording thermometer with a 24-hour continuous chart that will record the temperature of the asphalt at the highest temperature.
- 4.4. <u>Surge-Storage System</u>. A surge-storage system may be used provided that the mixture coming out of the bins is of equal quality to that coming out of the mixer. The system shall be equipped with a gob hopper, rotating chute or other devices designed to minimize segregation of the asphalt mixture.
- 4.5. <u>Laydown Machine</u>. The laydown machine shall be capable of producing a surface that will meet the requirements of the typical cross section, of adequate power to propel the delivery vehicles, and produce the surface tolerances herein required. It shall be wide enough to lay a 28-foot street (back-to-back of curbs) in a maximum of two passes.
- 4.6. <u>Rollers</u>. All rollers shall be self-propelled and of any type capable of obtaining the required density. Rollers shall be in satisfactory operating condition and free from fuel, hydraulic fluid, or any other fluid leaks.

#### **5. STORAGE, PROPORTIONING AND MIXING**

- 5.1. Storage and Heating of Asphalt Materials. Asphalt cement shall not be heated to a temperature in excess of that recommended by the producer. Asphalt storage equipment shall be maintained in a clean condition and operated in such a manner that there will be no contamination with foreign matter.
- 5.2. <u>Feeding and Drying of Aggregates</u>. The feeding of various sizes of aggregate to the dryer shall be done in such a manner that a uniform and constant flow of materials in the required proportions will be maintained. In no case shall the aggregate be introduced into the mixing unit at a temperature more than 350 degrees F.
- 5.3. <u>Proportioning</u>. All materials shall be handled and proportioned in a manner that yield an acceptable mixture as herein specified and as defined by the job-mix.

# 5.4. Mixing.

- 5.4.1. Weigh Batch Plant. In charging the weigh box and in charging the pugmill from the weigh box, such methods or devices shall be used as necessary to minimize segregation of the mixture.
- 5.4.2. Drum Mix Plant. The amount of aggregate and asphalt cement entering the mixer and the rate of travel through the mixer shall be coordinated so that a uniform mixture of the desired gradation and asphalt content will be produced.
- 5.4.3. The mixture produced from each type of plant shall not vary from the <u>job-mix</u> by more than the tolerances and restrictions herein specified. The mixture when discharged from the plant shall have a moisture content not greater than one percent by weight of total mix when determined by TxDOT Test Method TEX-212-F.
- 5.4.4. The mixture produced from each type of plant shall be at a temperature between 250 and 325 degrees F. After a target mixing temperature has been established, the mixture when discharged from the mixer shall not vary from this temperature by more than 25 degrees F.

#### **6. CONSTRUCTION METHODS**

- 6.1. <u>Construction Conditions</u>. For mat thicknesses greater than 1.5 inches, the asphalt material may be placed with a laydown machine when the air temperature is 40 degrees F and rising but not when the air temperature is 50 degrees F and falling. In addition, mat thickness less than and including 1.5 inches shall not be placed when the temperature of the surface on which the mat is placed is below 50 degrees F.
- 6.2. <u>Prime Coat</u>. If a prime coat is required, it shall be applied and paid for as a separate item conforming to the requirements of Standard Specification Section 025412 "Prime Coat", except the application temperature shall be as provided above. The tack coat or asphaltic concrete shall not be applied on a previously primed flexible base until the primed base has completely cured to the satisfaction of the Engineer.

- 6.3. <u>Tack Coat</u>. Before the asphalt mixture is laid, the surface upon which the tack coat is to be placed shall be thoroughly cleaned to the satisfaction of the Engineer. The surface shall be given a uniform application of tack coat using materials and rates herein specified and/or as shown on the plans. The tack coat shall be rolled with a pneumatic tire roller as necessary.
- 6.4. <u>Transporting Asphalt Concrete</u>. The asphalt mixture shall be hauled to the job site in tight vehicles previously cleaned of all foreign matter. In cool weather or for long hauls, canvas covers and insulated truck beds may be necessary. The inside of the bed may be given a light coating of lime water or other suitable release agent necessary to prevent from adhering. Diesel oil is not allowed.
- 6.5. <u>Placing</u>. The asphalt mixture shall be spread on the approved prepared surface with a laydown machine or other approved equipment in such a manner that when properly compacted, the finished surface will be smooth and of uniform density, and meet the requirements of the typical cross section as shown on the plans.
  - 6.5.1. Flush Structures. Adjacent to flush curbs, gutters, liners and structures, the surface shall be finished uniformly high so that when compacted, it will be slightly above the edge of the curb and flush structure.
  - 6.5.2. Construction joints of successive courses of asphaltic material shall be offset at least six inches. Construction joints on surface courses shall coincide with lane lines, or as directed by the Engineer.
- 6.6. <u>Compacting</u>. The asphalt mixture shall be compacted thoroughly and uniformly with the necessary rollers to obtain the required density and surface tolerances herein described and any requirements as shown on the plans. Regardless of the method of compaction control followed, all rolling shall be completed before the mixture temperature drops below 175 degrees F.
- 6.7. <u>In-Place Density</u>. In-place density control is required for all mixtures except for thin, irregular level-up courses. Material should be compacted to between 96% and 92% of maximum <u>theoretical density</u> or between 4% and 8% air voids. <u>Average density shall be greater than 92% and no individual determination shall be lower than 90%</u>. Testing shall be in accordance with TxDOT Test Methods TEX-207-F and TEX-227-F.

Pavement specimens, which shall be either cores or sections of the compacted mixture, will be tested as required to determine the percent air voids. Other methods, such as nuclear determination of in-place density, which correlate satisfactorily with actual project specimens may be used when approved by the Engineer.

- 6.8. <u>Thickness</u>. The total compacted average thickness of the combined HMAC courses shall not be less than the amount specified on the drawings. No more than 10% of the measured thickness(es) shall be more than 1/4 inch less than the plan thickness(es). If so, the quantity for pay shall be decreased as deemed appropriate by the Engineer.
- 6.9. <u>Surface Smoothness Criteria and Tests</u>. The pavement surface after compaction, shall be smooth and true to the established lines, grade and cross-section. The surface shall be tested by

the Owner with the Mays Roughness Meter. The Mays Roughness Value for each 600-foot section shall not exceed ninety inches per mile per traffic lane.

Localized defects (obvious settlements, humps, ridges, etc.) shall be tested with a ten-foot straightedge placed parallel to the roadway centerline. The maximum deviation shall not exceed 1/8 inch in ten feet. Areas not meeting this criterion shall be corrected to the satisfaction of the Engineer.

6.10. Opening to Traffic. The pavement shall be opened to traffic when directed by the Engineer. The Contractor's attention is directed to the fact that all construction traffic allowed on pavement open to the public will be subject to the State laws governing traffic on highways.

If the surface ravels, it will be the Contractor's responsibility to correct this condition at his expense.

#### 7. MEASUREMENT AND PAYMENT

This project is a lump sum bid. The work governed by this specification shall not be measured for pay, but shall be subsidiary to the project.

# SECTION 025610 CONCRETE CURB AND GUTTER

#### 1. DESCRIPTION

This specification shall consist of Portland cement concrete combined concrete curb and gutter or separate concrete curb with or without reinforcing steel as required, constructed on an approved subgrade or foundation material in accordance with these specifications, in conformity with the lines and grades established by the Engineer and details shown on the plans.

#### 2. MATERIALS

Unless otherwise specified on the plans, materials and proportions for concrete used in construction under this specification shall conform the requirements as specified for Class "A" Concrete under specification Section 030020 "Portland Cement Concrete". Reinforcing steel, if required, shall conform to the requirements as specified in specification Section 032020 "Reinforcing Steel". Expansion joint filler shall be wood fiber asphalt-impregnated expansion board material.

# 3. CONSTRUCTION METHODS

The foundation shall be excavated and shaped to line, grade and cross-section and, if considered necessary in the opinion of the Engineer, hand tamped and sprinkled. If dry, the subgrade or foundation material shall be sprinkled lightly with water immediately before concrete is deposited thereon.

Outside forms shall be of wood or metal, of a section satisfactory to the Engineer, straight, free of warp, and a depth equal to the depth of the curb and gutter. They shall be securely staked to line and grade, and maintained in a true position during the depositing of concrete. Inside forms for the curb shall be approved material, shall be of such design as to provide the curb required, and shall be rigidly attached to the outside forms. Where specifically permitted by the Engineer in writing, the Contractor may place concrete curb and gutter with an extrusion machine.

The reinforcing steel, if required, shall be placed in position as shown on the typical details. Care shall be exercised to keep all reinforcing steel in its proper location.

Concrete for curb and gutter shall be mixed in a manner satisfactory to the Engineer. The curb and gutter shall be placed in sections of the length indicated on the plans, and each section shall be separated by a premolded insert or board joint of cross-section specified for the curb and gutter, and of the thickness indicated on the plans.

After the concrete has been struck off and after it has become sufficiently set, the exposed surfaces shall be thoroughly worked with a wooden float. The exposed edges shall be rounded by the use of an edging tool to the radius indicated on the plans. All exposed surfaces of curb and gutter, or curb, shall be brushed to a smooth and uniform surface.

The completed curb and gutter shall be cured with Type 2, white pigmented, curing compound unless shown otherwise on the plans. Other methods of curing as outlined in specification Section 038000 "Concrete Structures" will be acceptable with a required curing period of 72 hours.

The curb and gutter shall be backfilled to the full height of the curb, tamped and sloped as directed.

# 4. MEASUREMENT AND PAYMENT

Payment shall be full compensation for all labor, equipment, tools and incidentals necessary for the work prescribed in this specification and payment will be part of the project lump sum bid.

# SECTION 025612 CONCRETE SIDEWALKS AND DRIVEWAYS

#### 1. DESCRIPTION

The specification shall consist of sidewalks and driveways, with or without reinforcing steel, composed of Portland cement concrete, constructed as herein specified on an approved subgrade, in conformity with the lines and grades established by the Engineer and the details shown on the plans.

#### 2. MATERIALS

Materials and proportions used in construction under this item shall conform to the requirements as specified for Class "A" concrete under specification Section 030020 "Portland Cement Concrete". Reinforcing steel, if required, shall conform to the requirements as specified in specification Section 032020 "Reinforcing Steel". Expansion joint filler shall be premolded material meeting the requirements specified in specification Section 038000 "Concrete Structures". Cap seal shall be "Greenstreak" or approved equal.

#### 3. CONSTRUCTION METHODS

The subgrade shall be excavated, compacted and shaped to line, grade and cross-section and, if considered necessary in the opinion of the Engineer, hand tamped and sprinkled with water. The subgrade shall be moist at the time the concrete is placed.

Forms shall be of wood or metal, of a section satisfactory to the Engineer, straight, free from warp, and of a depth equal to the thickness of the finished work. They shall be securely staked to line and grade and maintained in a true position during the depositing of concrete.

The reinforcing steel, if required, shall be placed in position as shown on the plans. Care shall be exercised to keep all reinforcing steel in its proper location.

Sidewalks shall be constructed in sections of the lengths shown on plans. Unless otherwise provided by the plans, no section shall be a length less than 8 feet and any section less than 8 feet shall be removed by the Contractor at his own expense.

The different sections shall be separated by a premolded insert of the thickness shown on the plans, placed vertically and at right angles to the longitudinal axis of the sidewalks. Where the sidewalk or driveways abut a curb or retaining wall, approved expansion joint material shall be placed along their entire length. Similar expansion joint material shall be placed around all obstructions protruding through sidewalks or driveways.

Concrete shall be mixed in a manner satisfactory to the Engineer, placed in the forms to the depth specified and spaded and tamped until thoroughly compacted and mortar entirely covers the surface. The top surface shall be floated with a wooden float to a gritty texture. The outer edges and joints shall then be rounded with approved tools to the radii shown on plans.

Sidewalks shall be marked into separate sections, each 4 feet in length, by the use of approved jointing tools.

When completed, the sidewalks and driveways shall be cured with Type 2, white pigmented curing compound. Other methods of curing as outlined in specification Section 038000 "Concrete Structures" will be acceptable with a required curing period of 72 hours.

# **4. MEASUREMENT AND PAYMENT**

This project is a lump sum bid. The work governed by this specification shall not be measured for pay, but shall be subsidiary to the project.

# SECTION 025614 CONCRETE CURB RAMPS

#### 1. DESCRIPTION

This specification shall govern all work necessary for constructing Concrete Curb Ramps required to complete the project.

### 2. MATERIALS

Concrete shall be class "A" in accordance with Section 030020 of the Standard Specifications.

Unless shown otherwise on the Drawings, reinforcement shall be 4x4 - W2.9 welded wire fabric in accordance with Section 032020 of the Standard Specifications.

#### 3. CONSTRUCTION METHODS

The subgrade shall be shaped to line, grade, cross section, and shall be of uniform density and moisture, when concrete is placed. The subgrade shall be hand tamped and sprinkled to achieve the desired consistency and uniform support.

Ramps shall be constructed of Class A concrete to line and section as shown on the plans. Unless shown otherwise on the Drawings, ramps shall have a minimum concrete thickness in excess of 4", prior to application of exposed aggregate surface texture.

Slopes, S, shall be as follows unless shown otherwise on the Drawings:

#### **RAMPS**

Ramp in direction of travel	S <u>&lt;</u> 1:12
Side slope of ramp (flare)	S <u>&lt; 1</u> :10
Cross Slope	1:100 <u>&lt;</u> S <u>&lt;</u> 1:50

**ADJOINING AREAS** 

Landings adjacent to ramp  $S \le 1:20$ Driveways abutting tied sidewalk  $S \le 1:10$ 

Width of ramp shall be 36", exclusive of flare, unless shown otherwise in the Drawings. No ramp shall be less than 36" wide.

Obstructions shall be removed or relocated, as appropriate, or the location of the ramp may be shifted, if authorized.

Surfacing shall be the little domes. Surfacing shall be flush with abutting areas. Surfacing shall be subsidiary work and not be measured for separate pay. Abutting curbs, sidewalks, gutters, driveways, etc. shall not receive granite surfacing.

Pavement Markings for street crossings shall be placed such that the crosswalk is properly aligned with respect to the curb ramp. See striping details for proper alignment of striping with respect to intersection and curb ramp. Properly constructed curb ramp shall be true to line, section, and grade and shall be free of loose granite surfacing and irregularities.

# **4. MEASUREMENT AND PAYMENT**

Measurement and payment shall be as stated in the Special Provisions and/or as indicated in the bid forms.

# SECTION 025802 TEMPORARY TRAFFIC CONTROLS DURING CONSTRUCTION

#### 1. DESCRIPTION

This specification shall govern all work required for Temporary Traffic Controls During Construction. The work shall include furnishing, installing, moving, replacing, and maintaining all temporary traffic controls including, but not limited to, barricades, signs, barriers, cones, lights, signals, temporary striping and markers, flagmen, and such temporary devices as necessary to safely complete the project.

#### 2. MATERIALS

Traffic control devices shall conform to the Texas Manual on Uniform Traffic Control Devices (latest edition), unless indicated otherwise on the Traffic Control Plan.

# 3. METHODS

Sufficient traffic control measures shall be used to assure a safe condition and to provide a minimum of inconvenience to motorists and pedestrians.

A Traffic Control Plan (TCP) is included in the drawings.

A competent person, responsible for implementation of the TCP, maintaining the temporary traffic control devices and for traffic safety during construction, shall be designated by the Contractor.

The name and off-hours phone number of the competent person shall be provided in writing at the Pre-Construction Conference.

The competent person shall be on site, during working hours and on call at all times in the event of off-hour emergency.

# **4. MEASUREMENT AND PAYMENT**

This project is a lump sum bid. The work governed by this specification shall not be measured for pay, but shall be subsidiary to the project.

# SECTION 025805 WORK ZONE PAVEMENT MARKINGS

#### 1. SCOPE

This specification covers the placement, maintenance and removal of work zone pavement markings, which are temporary pavement markings to be placed on roadways that are open to traffic during various work phases, as required to complete the project.

#### 2. GENERAL REQUIREMENTS

The pavement marking material shall consist of an adhesive-backed reflective tape that can be applied to the pavement, Markings are to be 3M Staymark or approved equal. Markings shall be of good appearance, have straight, unbroken edges and have a color that complies with all FHWA regulations.

#### 3. DIMENSIONS

Pavement markings shall be minimum of 3-7/8 inches wide. Lengths and spacing will be as specified.

# 4. COLOR

The markings, as well as retroreflected light from the markings, shall be white or yellow as called for on the drawings.

#### 5. VISIBILITY

When in place, the pavement markings (during daylight hours) shall be distinctively visible for a minimum of 300 feet.

When in place, the pavement markings (when illuminated by automobile low-beam headlights at night) shall be distinctively visible for a minimum of 160 feet.

The above day and night visibility requirements shall be met when viewed from an automobile traveling on the roadway.

# **6. PLACEMENTS AND MAINTENANCE**

At sunrise and sunset of each day and before each phase change, work zone pavement markings meeting all specification requirements shall be in place on all roadways on which traffic is allowed and where suitable permanent pavement markings are not in place. The transverse location of the line(s) formed by the markings shall be as determined by the Engineer.

Unless otherwise shown on the drawings, work zone markings shall be placed as follows:

Condition	<u>Spacing</u>	<u>Length of Stripe</u>
Straight	80 feet (approximate)	24 inches
Curve < 2"	80 feet (maximum)	24 inches
Curve > 2"	40 feet (maximum)	24 inches

The spacing of stripes may be modified by the Engineer. However, the maximum spacing specified above shall not be exceeded in any case.

The Contractor will be responsible for maintaining the work zone pavement markings for a maximum period of two weeks. If, however, the Contractor is also responsible for placing the standard pavement markings, the Contractor will be responsible for maintaining the work zone pavement markings until permanent pavement markings are in place.

# 7. REMOVAL

Where removal is required, it will be accomplished in accordance with instructions of the Engineer or as called for on the drawings.

# **8. MEASUREMENT AND PAYMENT**

Unless otherwise specified on the Bid Form, work zone pavement markings shall not be measured and paid for separately, but shall be considered subsidiary to the appropriate bid item.

# SECTION 025807 PAVEMENT MARKINGS (PAINT AND THERMOPLASTIC)

# 1. DESCRIPTION

This item shall consist of markings and stripes on the surface of the roadways applied in accordance with this specification and at the locations shown on the plans or as directed by the Engineer.

#### 2. MATERIALS

Paint (Type II Pavement Marking) shall be Type F per AASHTO M248.

Thermoplastic (Type I Pavement Marking) shall be in accordance with AASHTO M249.

# 3. CONSTRUCTION METHODS

- 3.1 <u>Weather Limitations</u> Pavement marking shall be performed only when the existing surface is dry and clean, when the atmospheric temperature is above 40°F., and when the weather is not excessively windy, dusty, or foggy. The suitability of the weather will be determined by the Engineer.
- 3.2 <u>Equipment</u> All equipment for the work shall be approved by the Engineer and shall include the apparatus necessary to properly clean the existing surface, and mechanical marking machine, and such auxiliary hand painting equipment as may be necessary to satisfactorily complete the job.

The mechanical marker shall be an approved atomizing spray-type marking machine suitable for application of traffic paint. It shall produce an even and uniform film thickness at the required coverage and shall be designed so as to apply markings of uniform cross-sections and clear-out edges without running of spattering and within the limits for straightness set forth herein.

Suitable adjustments shall be provided on the sprayer(s) of a single machine or by furnishing additional equipment for marking the width required.

- Preparation of Existing Surface Immediately before application of the paint or thermoplastic, the existing surface shall be dry and entirely free from dirt, grease, oil, acids, laitance, or other foreign matter which could reduce the bond between the marking and the pavement. The surface shall be thoroughly cleaned by sweeping and blowing as required to remove all dirt, laitance and loose materials. Areas that cannot be satisfactorily cleaned by brooming and blowing shall be scrubbed as directed with a water solution of trisodium phosphate (10% Na<sub>3</sub>Po<sub>4</sub> by weight) or an approved equal solution. After scrubbing, the solution shall be rinsed off and the surface dried prior to marking.
- 3.4 <u>Layouts and Alignments</u> Suitable layouts and lines of proposed stripes shall be spotted in advance of the marking application. Control points shall be spaced at such intervals as will insure accurate location of all markings.

The Contractor shall provide an experienced technician to supervise the location, alignment, layout, dimensions, and application of the markings.

3.5 <u>Application</u> - Markings shall be applied at the locations and to the dimensions and spacing indicated on the plans or as specified. Paint Markings shall not be applied until the layouts, indicated alignment, and the condition of the existing surface have been approved by the Engineer.

In the application of straight stripes, any deviation of the edges exceeding 1/2 inch in 50 feet shall be obliterated and the marking corrected. The width of the markings shall be as designated within a tolerance of 5%. All markings shall be performed to the satisfaction of the Engineer.

Paint shall be applied uniformly by suitable equipment at a rate of not less than 105 nor more than 115 square feet per gallon.

The Contractor shall furnish a certified report on the quality of materials ordered for the work. This report shall not be interpreted as a basis for final acceptance. The Engineer shall be notified upon arrival of shipment for inspecting and sampling of the materials. When required, all emptied containers shall be returned to the paint material storage or made available for tallying by the Engineer. The containers shall not be removed from the job site or destroyed without permission. The Contractor shall make an accurate accounting of the paint materials used in the accepted work.

- 3.6 <u>Protection</u> After application, all markings shall be protected while drying. The fresh markings shall be protected from damage of any kind. The Contractor shall be directly responsible for protecting the markings and shall erect or place suitable warning signs, flags or barricades, protective screens or coverings as required. All surfaces shall be protected from disfiguration by spatter, splashes, spillage, drippings of paint or other materials.
- 3.7 <u>Defective Workmanship or Material</u> When any material not conforming to the requirements of the specifications or plans has been delivered to the project or incorporated in the work, or any work performed is of inferior quality, such material or work shall be corrected as directed by the Engineer, at the expense of the Contractor.

#### 4. MEASUREMENT AND PAYMENT

This project is a lump sum bid. The work governed by this specification shall not be measured for pay, but shall be subsidiary to the project.

# SECTION 026202 HYDROSTATIC TESTING OF PRESSURE SYSTEM

#### 1. DESCRIPTION

This specification shall govern all work necessary for hydrostatically testing the completed pressure system. The Contractor shall provide all equipment, materials, labor, etc., as necessary, except as noted, and accomplish all testing under this specification.

#### 2. MATERIALS

Water for filling the line and making tests will be furnished by the Contractor through a standard meter connection. A meter and gauges for testing will be supplied by the Contractor. A test pump with appropriate connector points as approved by the Water Superintendent for the installation of meter and gauge shall be furnished by the Contractor. The meter shall be directly connected to the main or pipe being tested by the use of copper tubing or an approved reinforced hose. The meter shall be protected against extreme pressures by the use of a one inch (1") safety relief valve set at the test pressure plus ten pounds per square inch and furnished by the Contractor.

#### 3. TEST PROCEDURE

Tests shall be made only after completion of backfill as specified, and not until at least thirty-six (36) hours after the last concrete thrust block has been cast with high early strength concrete, or seven (7) days with standard concrete.

Each section of pipe line shall be slowly filled with water and the specified test pressure, measured at the point of lowest elevation, shall be applied. During the filling of the pipe, and before applying the specified test pressure, all air shall be expelled from the pipe line.

During the test, all exposed pipe, fittings, valves, hydrants, and joints shall be carefully examined. If found to be leaking, they shall be corrected immediately by the Contractor. If the leaking is due to cracked or defective material, the defective material shall be removed and replaced by the Contractor with sound material.

All pipe shall be subjected to two hydrostatic tests. The first hydrostatic test shall be a two hour test at a pressure of 150 P.S.I. The second test shall be no less than 48 hours after successful completion of the first hydrostatic test. The second hydrostatic test shall be for a 24 hour period at Owner operating pressure for waterlines or at 50 P.S.I. for sanitary sewer force mains.

The maximum allowable leakage shall be as follows:

Ductile Iron Pipe, AWWA C600

$$L = \frac{SD(P)^{1/2}}{133,200} \quad or \quad L = \frac{N D(P)^{1/2}}{7,400}$$

Asbestos - Cement Pipe, AWWA C603

 $L = \frac{N D(P)^{1/2}}{4,000}$ 

PVC Pipe - Uni-bell equation 99

 $L = \frac{N D(P)^{1/2}}{7,400}$ 

#### WHERE

L = Maximum Allowable Leakage (Gal./Hr.)

S = Length of Pipe Tested (Feet)

N = Number of Joints in Tested Line (Pipe & Fittings)

D = Nominal Diameter of Pipe (In.)

P = Average Test Pressure (P.S.I.)

If the pressure system fails to meet the leakage requirements, the Contractor shall make the required repairs to the system and the system shall be retested. This procedure shall be repeated until the system complies with leakage requirements. The cost of each retest shall be \$100.

#### 4. MEASUREMENT & PAYMENT

There shall be no separate pay item for the testing of pressure pipe. This activity shall be considered subsidiary to the items where Hydrostatic Testing is required. This project is a lump sum bid. The work governed by this specification shall not be measured for pay, but shall be subsidiary to the project.

# SECTION 027200 CONTROL OF WASTEWATER FLOWS (TEMPORARY BYPASS PUMPING SYSTEMS)

#### 1. GENERAL

#### 1.1 DESCRIPTION

A. This specification shall govern all work necessary for designing, installing, implementing, operating, and maintaining a temporary bypass pumping and flow control system, as provided by the Contractor for the purpose of diverting wastewater flow around the work area for the duration necessary to complete the work (i.e., control of wastewater flows). The Contractor shall furnish all materials, labor, equipment, power, maintenance, and incidentals required to maintain continuous and reliable wastewater service in all lines for the duration of the project.

#### 1.2 SUBMITTALS

A. Bypass Pumping Plan Form: It shall be the Contractor's responsibility to legibly and thoroughly complete, in its entirety, the attached Bypass Pumping Plan Form and submit it to the Engineer and/or the appropriate City staff for review and approval, prior to the installation of any pumping system proposed for use.

Unless the bypass pumping is associated with an emergency work order, the standard approval protocol is as follows: The Contractor prepares and submits the plan to the Engineer a minimum of 7 days prior to mobilizing to site. The Engineer reviews the bypass plan and coordinates approval with Engineering Services and the Operating Department. Engineer and City will put forth a reasonable level of effort to expedite the review and approval process. No deviation from the procedure shall be allowed.

B. Bypass Pumping Plan Schematic: In addition to the above referenced form, the Contractor shall also furnish a sufficiently detailed schematic drawing identifying the approximate location of all bypass pumping system components. The schematic drawing shall clearly label parallel/crossing streets, identify landmark structures, and depict the locations of all pumps and piping.

At a minimum, the bypass pumping plan schematic drawing and associated attachments should include the following items:

- 1) Pump curves showing designed operation point for this specific project
- 2) Approximate location of bypass system pumping components
- 3) Location of manhole or access point for suction and discharge
- 4) Configuration, routing, location and depth of the suction and discharge piping
- 5) General arrangement/type of additional support equipment.
- 6) Temporary pipe supports, anchoring and thrust restraint blocks, if required
- 7) Traffic Control Plan and Traffic Department permit if the bypass is within the rightof-way.

- 8) Description of the method for removing pressure and all wastewater from existing force mains being taken out of service, if necessary.
- 9) All other City-department and Regulatory requirements.
- 10) Sewer plugging locations, method, and types of plugs
- 11) Method of protecting discharge manholes or structures from erosion and damage.

#### 1.3 RESPONSIBILITY / AUTHORITY

A. It is essential to the operation of the existing wastewater system that there is no interruption in the flow of wastewater throughout the duration of the project. The Contractor shall be completely responsible for designing, scheduling, providing, installing, operating, fueling and maintaining the temporary bypass pumping system in a manner that does not cause or contribute to overflows, releases, or spills of wastewater from the wastewater or bypass system. The Contractor shall neither anticipate nor expect any assistance from the City of Kingsville departments for any of the bypass operation.

- B. Contractor shall provide a responsible employee to man the bypass system 24 hours per day, 7 days per week during operation. The monitoring employee shall be properly trained, experienced, and mechanically qualified such that they can quickly and effectively address any potential emergency and non-emergency situations associated with the bypass system which must remain in operation. The wastewater and bypass systems should be inspected at least once every 2 hours. The Contractor shall be responsible for ensuring that the wastewater collection system is not compromised during bypass installation or operation, and contractor shall ensure that the system operates properly during this period.
- C. The Contractor shall consider and be responsible for the impacts on the collection system area, both upstream and downstream of the bypass and shall maintain the system in a manner that will protect public and private property from damage and flooding. Upstream impacts may include, but are not limited to backups and overflows. Downstream impacts may include, but are not limited to surcharges and overflows.
- D. Contractor shall make all effort to minimize spills of raw wastewater during the improvements and bypassing. All spills and sanitary sewer overflows shall immediately be reported to the City at 361-595-8041 and the Contractor shall be solely responsible for wash down, clean-up and disinfection of said spillages or overflows to the satisfaction of the owner at no additional cost to the City of Kingsville.
- E. The City is permitted through the Texas Commission on Environmental Quality to operate the wastewater system. The final authority comes from the City as to the operation of the wastewater system and as such it reserves the right to halt the bypassing operation at any time in order to maintain public health and safety.

#### 2. PRODUCTS

2.1 MATERIALS

A. Bypass Pumps

- 1) Pumps shall be fully automatic self-priming pumps that do not require the use of foot-valves or vacuum pumps in the priming system. The pumps may be electric or diesel powered. Pre-approved manufacturers are Godwin or Rain-for-Rent. Approved equals may be considered by the Engineer if they meet all requirements in this specification but Contractor shall provide submittal package for Engineer's review and approval prior to installation. Pumps shall be equipped with critically silenced, sound attenuated enclosures with a maximum 65 dB (10-feet from pump), a diesel day tank with a minimum 24-hour runtime without refuel, and automatic start/stop controls for each pump.
- 2) Pumping capacity of the bypass pump shall be capable of handling the flow conditions at all times and shall provide a minimum of 1.5 times the existing capacity of whatever line or lift station is being bypassed.
- 3) The Contractor shall have adequate standby equipment available and ready for immediate operation and use in the event of an emergency or breakdown. In critical installations, as determined by the Engineer, one standby pump for each size pump utilized shall be installed at the mainline flow bypassing locations, ready for use in the event of primary pump failure.
- B. Suction and Discharge Piping: Determined according to pump size, flow calculations, system operating conditions, manhole depth, and length of suction piping in accordance with the pump manufacturers specifications and recommendations. In order to prevent the accidental spillage of flows, all discharge systems shall be temporarily constructed of heavy-duty pipe with positive restrained joints.
- 1) High Density Polyethylene (HDPE)
- i. Homogeneous throughout, free of visible cracks, discoloration, pitting, varying wall thickness, holes, foreign material, blisters, or other deleterious faults. Defective areas shall be cut out and butt-fusion welded as per manufacturer's recommendations.
- ii. Assembled and joined at site using couplings, flanges, or butt-fusion method to provide leak proof joint, as per manufacturer's recommendations and ASTM D2657.
- iii. Fusing must be performed by personnel certified as fusion technicians by manufacturer of HDPE pipe and/or fusing equipment. Fused joints shall be watertight and have tensile strength equal to that of pipe.
- iv. HDPE is required to be used in or adjacent to environmentally sensitive areas.
- 2) Polyethylene Plastic Pipe (PE)
- i. High density solid wall and following ASTM F714 Polyethylene (PE) Plastic Pipe (SDR-DR) based on outside diameter, ASTM D1248 and ASTM D3550
- ii. Homogeneous throughout, free of visible cracks, discoloration, pitting, varying wall thickness, holes, foreign material, blisters, or other deleterious faults.
- 3) Quick-Disconnect Steel Galvanized Pipe and Heavy-Duty Flexible Hoses
- i. Must consist of heavy-duty steel with high tensile strength, x-ray welded, abrasion resistant and suitable for intended service with a maximum pressure rating of at least 174 PSI

- ii. Bauer quick-disconnect fittings/joints shall be restrained and watertight. Joints shall consist of vacuum sealing O-rings to help pumps prime faster and perform at their designed flow rates with no leaks, even at high pressure ratings
- iii. Joints shall provide 30-degree articulation at every coupling and shall not require perfect alignment to make each connection.
- iv. The galvanized couplings shall not be hindered by sand, mud, and grit.
- d. Valves and Fittings
- i. Contractor shall provide valves and fittings as necessary and in accordance with the approved pipe materials shown above.
- e. Plugs
- i. Selected and installed according to size of line to be plugged, pipe, manhole configurations, and based on specific application.
- ii. Prior to use, Engineer may inspect plugs for defects which may lead to failure.
- iii. Contractor shall provide additional plugs in the case of failure
- f. Miscellaneous
- i. When temporary piping crosses local streets/roadways and private driveways, Contractor shall provide traffic ramps or covers designed, installed, and maintained for H-20 loading requirements while in use.

#### 3. EXECUTION

#### 3.1 SCHEDULING & COORDINATION

- A. Unless the bypass pumping is associated with an emergency work order, the Contractor shall provide a minimum of 48 hour notice to the Engineer and Wastewater Department for the startup of bypass operations once the completed bypass plan has been approved by the design engineer. Unless needed otherwise for emergency work, no bypassing shall be initiated on Friday, Saturday or Sunday, or the day immediately preceding a City holiday.
- B. Inclement Weather: The Contractor shall not be allowed to commence bypass operation should inclement weather be forecast for the period of the scheduled improvements.
- C. Under special circumstances, as identified by the Engineer, where critical lines with large service areas are being bypassed, the Contractor is responsible for setting up a meeting between the Engineer/City/Operating Department to affirm and coordinate the approved bypass plan and to verify the intended site installation conforms to the approved plan. Engineer may also require the bypass system to be in service for at least 24-hours prior to taking existing gravity lines or force mains out of service to demonstrate reliability.
- D. Before beginning bypass operations, the Engineer/City Operating Department must be notified for field verification of pumps, piping, and equipment, et3), to ensure the site installation conforms to the approved plan.

- E. Before beginning bypass operations, the Contractor shall confirm appropriate emergency contact information has been provided to the City and Engineer on the Bypass Pumping Plan Form including emergency cell phone number of bypass operators/monitors responsibly manning the bypass system 24 hours per day along with the project superintendent and pump supplier.
- F. The Contractor can work extended hours, if approved by the Engineer, to perform the improvements during the bypass operation. Work during extended hours cannot create a nuisance for the neighbors.
- G. Once a lift station is taken out of service and bypass operations begun, work shall be continuous on the lift station improvements until all improvements are completed and the lift station is returned to normal service.
- H. The Contractor shall cease bypass pumping operations and return flows to the new and/or existing wastewater system when directed by the Owner. This may be expected if the bypass system is not in accordance with this specification or if inclement weather is in the forecast.

#### 3.2 INSTALLATION & OPERATIONS

A. Installation of Temporary Force Mains

- 1) Force mains may be placed along shoulder of road, medians, and/or outside of pavement. Do not place in streets or sidewalks without Engineers approval.
- 2) When temporary piping crosses local streets/roadways and/or private driveways, Contractor shall provide traffic ramps or covers designed, installed, and maintained for H-20 loading requirements while in use.
- 3) When traffic ramps cannot be used, install temporary piping in trenches and cover with temporary pavement, as approved by the Engineer.
- B. Discharge piping to gravity lines or manholes shall be designed in such a manner as to prevent discharge from contacting manhole walls or benching with as minimal turbulence as possible.
- C. Plugging or blocking of wastewater flows shall incorporate a primary and secondary plugging device. When plugging or blocking is no longer needed for performance and acceptance of work, it is to be removed in a manner that permits the wastewater flow to slowly return to normal without surge, to prevent surcharging or causing other major disturbances downstream.
- D. The Contractor shall not cut existing force mains or gravity lines until it is determined that the containment area in place is sufficient for handling any wastewater within the pipe.
- E. Some locations may require multiple bypass systems. If bypass system is provided with air release valves, then the valve drains shall be piped to a manhole for discharge.
- F. Upon completion of the bypass pumping operations, remove piping, restore property to preconstruction condition and restore pavement.

#### **4. MEASUREMENT AND PAYMENT**

Unless otherwise specified in the Bid Form, Control of Wastewater Flows (Temporary Bypass Pumping Systems) shall not be measured for pay but will be considered subsidiary to the applicable pay item, to

include all material, labor, equipment and supervision necessary to complete the bypass design, planning, coordination, installation, operation, maintenance and removal.

#### SECTION 027202 MANHOLES

#### 1. DESCRIPTION

This specification shall govern the furnishing of all materials and construction of manholes composed of a concrete base and concrete walls as shown on the drawings, to the lines, grades and dimensions shown on drawings or established by the Engineer.

#### 2. MATERIALS

Concrete for cast-in-place storm water manholes and storm water junction boxes shall be Class C (3,600 psi at 28 days). Manholes for wastewater shall be made from fiberglass only, in accordance with City Standard Specification Section 027205 "Fiberglass Manholes".

Mortar for plastering shall be one (1) part Portland cement to three (3) parts clean hard and sharp

Mortar for plastering shall be one (1) part Portland cement to three (3) parts clean hard and sharp mortar sand, free of all foreign substances or injurious alkalis.

Reinforcing steel, where used, shall conform to the requirements of Section 032020 "Reinforcing Steel". All wastewater manhole rings and covers for streets shall be East Jordan Iron Works, Inc. product V1430 CV or V1420/1480 Z1, or pre-approved equal, and shall have the seating surface of ring and cover machined to secure a snug fit per the contract drawing Wastewater Details. All storm water manholes shall be East Jordan Iron Works, Inc. product V1168 assembly, and for school zones shall be a bolted assembly per the Contract Drawing Storm Water Details. Steps are not required for wastewater and storm water manholes.

Joint material for precast concrete manholes shall be Ram-Nek Flexible Plastic Gaskets as manufactured by K. T. Snyder Company, Houston, Texas, or an approved equal.

#### 3. EXCAVATION

The Contractor shall do all necessary excavation for the various manholes, conforming to size and dimensions shown on plans plus a maximum of four (4) feet working room. Excavation shall not be carried to greater depth than required. Subgrade under manhole footings shall be compacted to not less than 95% Standard Proctor density. Shoring shall be the responsibility of the Contractor and shall be installed as necessary. Shoring shall not be removed or backfilled around until entire manhole is completed, unless authorized by the Engineer. Shoring shall remain in place at least twenty-four (24) hours after concrete work has been completed.

#### 4. CONCRETE MANHOLES (STORM WATER ONLY)

#### (1) Formed-in-Place Manholes:

Where formed concrete is used, forms shall be built to dimensions shown on the contract drawing details. Inserts and openings shall be formed so concrete will not be injured during process of stripping forms. Forms shall be braced and tied to prevent spreading or bulging, and shall meet approval of the Engineer prior to placing concrete. Forms shall remain in place for minimum of twenty-four (24) hours, and shall be removed within a maximum time of seven (7) days after completion of concrete work. Reinforcing steel, if required, shall be as shown on the plans. The bottom of manholes shall be carefully formed and inverted smoothly when

finished, with pipes cut to fit inside surface of walls.

#### (2) Precast Manholes

Precast manholes shall allow unobstructed view of all pipes connected to the manhole. Precast manholes shall be designed to support HS-20 traffic loading and designed by a Texas licensed professional engineer. The upper 18 inches of the corbel shall be brick to facilitate subsequent grade adjustment. Either concentric or eccentric cones may be required. Where not specified, eccentric cones shall be used. Manhole designs shall be submitted for approval by the Engineer.

#### 5. GENERAL CONSTRUCTION METHODS

All items shall be installed as the work progresses and as shown on the standard details. Work shall be completed and finished in a careful workmanlike manner, with special care being given to sealing joints around all pipe extending through walls of the manholes. After finishing walls, the bottom of the manhole shall be completed by adding sufficient concrete to shape the bottom in conformity with requirements on the plans. Where old manholes are adjusted to meet new lines and grades, all old masonry or concrete shall be thoroughly cleaned and wetted before joining new masonry or concrete to it. HDPE adjustment rings are to be used to match roadway grade. A maximum of 18" of adjustment rings may be utilized.

#### 6. BACKFILLING/LEAKAGE TESTING

Backfilling around the manholes shall commence as soon as concrete or masonry has been allowed to cure the required time and forms and shoring have been removed. Backfill shall be placed in layers of not more than six inches (6") and compacted to a minimum of 95% Standard Proctor density before next layer is installed. Wastewater manholes shall withstand a leakage test not to exceed the values stated in Specification Section 027205 "Fiberglass Manholes", except that an additional 10 percent of loss will be permitted for each additional two feet head over a basic two-foot internal head.

#### 7. MEASUREMENT AND PAYMENT

Unless otherwise specified on the Bid Form, manholes shall be measured by each individual structure built, and paid for at the unit price bid per each, of the size, type and depth specified, complete in-place, and meeting the approval of the Engineer. "Complete in-place" shall mean all labor, materials, tools, equipment and incidentals necessary to furnish and install the manholes, excavation, compaction, backfilling, dewatering, concrete foundation, connections, adjustment rings, ring and cover, concrete work, leakage testing, video inspection, and adjust the manholes to finish grade.

Extra depth for wastewater manholes over six feet in depth shall be measured by the vertical foot and shall be paid for at the price bid per vertical foot for "Extra Depth for Manholes". Rehabilitation of existing manholes with fiberglass inserts shall be measured by each individual structure rehabilitated, and paid for at the unit price bid per each, of the size, type and depth specified, complete in-place, and meeting the approval of the Engineer. "Complete in-place" shall mean all labor, materials, tools, equipment and incidentals necessary to furnish and install the rigid fiberglass manhole inserts, make connections, grout the annular space, backfilling, adjustment rings,

ring and cover, concrete work, leakage testing, and adjust the manholes to finish grade.

This project is a lump sum bid. The work governed by this specification shall not be measured for pay, but shall be subsidiary to the project.

## SECTION 027203 VACUUM TESTING OF SANITARY SEWER MANHOLE AND STRUCTURES

#### 1. DESCRIPTION

This specification governs all work and materials necessary to perform vacuum testing of new or existing sanitary sewer manholes. Manholes may be tested after installation with all connections (existing and/or proposed) in place. Vacuum testing may be performed prior to or after backfilling by the installer. Final acceptance in accordance with the requirements of this specification will consist of vacuum testing of the completed and installed structure (manhole) in place to include manhole/adjustment rings and manhole casting.

#### 2. MATERIALS

Vacuum testing shall consist of a minimum of the following:

- (a) Engine
- (b) Vacuum Pump
- (c) Hose
- (d) Test head device capable of sealing opening in manhole casting as required.
- (e) Pneumatic test plugs These plugs shall have a sealing length equal to or greater than the diameter of the connecting pipe to be sealed.

#### 3. PROCEDURE

- (a) The test head shall be placed at the top of the manhole in accordance with the manufacturer's recommendations.
- (b) A vacuum of 10 in. of mercury shall be drawn on the manhole, the valve on the vacuum line of the test head closed, and the vacuum pump shut off. The time shall be measured for the vacuum to drop to 9 in. of mercury.
- (c) The manhole shall pass if the time for the vacuum reading to drop from 10 in. of mercury to 9 in. of mercury exceeds 2 minutes.
- (d) If the manhole fails the initial test, necessary repairs shall be made by an approved method. The manhole shall then be retested until a satisfactory test is obtained.

#### 4. TESTING AND CERTIFICATION

(a) Testing shall be done by the Contractor and witnessed by the Engineer or his representative. All manholes and structures shall be tested as finished and completed for final acceptance.

(b) Any defective work or materials shall be corrected or replaced by the Contractor and retested. This shall be repeated until all work and materials are acceptable.

#### **5. MEASUREMENT AND PAYMENT**

Unless indicated otherwise in the Proposal, Vacuum Testing of Sanitary Manholes will not be measured for pay. Such items shall be considered subsidiary to pay items applicable for Standard Sanitary Sewer Manholes and Structures complete and in place.

## SECTION 027205 FIBERGLASS MANHOLES

#### 1. DESCRIPTION

This specification shall govern all work required for providing, installing and adjusting fiberglass manholes required to complete the project.

#### 2. GENERAL

Fiberglass manholes shall be installed at the locations indicated in the drawings.

#### 3. MATERIALS

#### A. Manholes:

Fiberglass manholes shall be fabricated in accordance with ASTM-D-3753- Glass fiber reinforced polyester manholes latest edition and the referenced design criteria as follows:

1. ASTM-C-581	Practice for determining chemical resistance of thermosetting resins used in glass fiber reinforced structures intended for Liquid Service
2. ASTM-D-695	Test method for compressive properties of rigid plastics
3. ASTM-D-790	Test methods for flexural properties of un-reinforced and reinforced plastics and electrical insulating materials.
4. ASTM-C-923	Standard Specification for Resilient manhole connectors
5. ASTM-D-2412	Test Method for external loading properties of plastic pipe by parallel- plate loading.
6. ASTM-D-2583	Test method for indentation hardness of rigid plastics by means of a barcol impressor.
7. ASTM-D-2584	Test method for ignition loss of cured reinforced resins
8. ASTM-D-3034	Type PSM Poly Vinyl Chloride (PVC) sewer pipe and fittings
9. ASTM F794	PVC Profile Wall Sewer Pipe (riser)
10. ASTM C32	Clay brick, grade MM Risers for Storm Sewer Application 2-1/4" x 3-5/8" x 7-5/8"

11. Plastic Risers for Sanitary Sewer application: HDPE Rings

The minimum wall thickness for all fiberglass manholes at all depths shall be 0.50". The inside diameter of the manhole barrel shall be either 48" or 1.5 times the nominal pipe diameter of the largest pipe, whichever is larger. A concentric reducer over the barrel shall have a minimum inside diameter of 22 inches at the top.

#### B. Manhole Pipe Connectors:

Manhole pipe connectors for <u>Sanitary Sewer Application</u> shall be made of corrosion resistant plastic. The connector shall eliminate leaks around the pipe entering the manhole wall and shall permit pipe movement without loss of seal integrity and be in conformance with ASTM D-3212. Material for elastomeric seal in push-on joints shall meet the requirements of ASTM F-477. Material

for rubber sleeve shall meet the requirements of ASTM C-443. Manhole pipe connectors between 4" and 15", shall be Inserta Tee of Fowler Mfg. or approved equal.

Manhole pipe connection for <u>Storm Sewer Application</u> shall be made with Ram-Nek flexible plastic gasket material as manufactured by K.T. Snyder Company of Houston or approved equal and wrapped with Class A Subsurface Drainage Geotextile, AASHTO M288.

#### C. Manhole Base:

Concrete shall be Class A in accordance with Section 030020.

Caulk for seal between fiberglass manhole and concrete cast-in-place base shall be Epo-Flex epoxy (gun grade consistency) as manufactured by Dewey Supply of Corpus Christi or approved equal.

Pre-cast Reinforced Concrete Manhole Base shall be in accordance with requirements of ASTM C-478 as shown in the drawings.

#### D. Inflow Inhibitors:

Inflow inhibitors shall be installed in sanitary manholes. They shall be of 316 stainless steel with an equivalent thickness of not less than 18 gauge and load tested in excess of 3000 pounds. The inhibitor shall rest on the lip of the seating surface of the manhole ring and shall not exceed a depth of 6.5 inches. The seating surface of the inhibitor shall have an attached gasket on the weight bearing side. The inhibitor shall have a gas relief valve made of Nitrite and shall operate at a 1 psi differential pressure. The inhibitor shall be fitted with a handle of 3/16 plastic coated stainless steel cable attached to the insert body with a 6# 316 stainless steel rivet. The inhibitor shall be constructed of materials that withstand highly corrosive sewer gases.

#### E. Manhole Diameters:

Unless indicated otherwise in the drawings, the minimum internal diameter of manholes shall be based on sewer size and depth, as tabulated below. Note: As the minimum clear distance between sewers shall be 12", a larger diameter manhole may be required to achieve this requirement than may be indicated in the table below.

Nominal Sewer Main	MH DEPTH	MH Diameter
<30" diameter	0' - 14'	4'
>30" diameter	>14'	5′
30" – 36" diameter	any	5′

#### F. Ring & Cover:

Manhole ring & cover shall be East Jordan Iron Works V-1420/1480Z1 or approved equal, unless indicated otherwise in the drawings.

#### 4. CONSTRUCTION METHODS

<u>General</u>: The limit of excavation shall allow for placing and removing forms, installing sheeting, shoring, bracing, etc. The Contractor shall pile excavated material in a manner that will not endanger the work and will avoid obstructing sidewalks, driveways, power pole, drainage, streets, etc.

<u>Vertical Side:</u> When necessary to protect other improvements, the Contractor shall maintain vertical sides of the excavation. The limit shall not exceed three feet outside the footing on a vertical plan parallel to the footing except where specifically approved otherwise by the Engineer. The Contractor shall provide and install any sheeting, shoring, and bracing as necessary to provide a safe work area as required to protect workmen, structures, equipment, power poles, etc. The Contractor shall be responsible for the design and adequacy of all sheeting, shoring and bracing. The sheeting, shoring, and bracing shall be removed, as the excavation is backfilled.

<u>Sloping Sides:</u> In unimproved areas, where sufficient space is available, the Contractor shall be allowed to back slope the sides of the excavation. The back slope shall be such that the excavation shall be safe from caving. Safety requirements shall govern the back slope used.

<u>De-watering:</u> The Contractor shall keep the excavation free from water by use of cofferdams, bailing, pumping well pointing, or any combination as the particular situation may warrant. All de-watering devices shall be installed in such a manner as to provide clearance for construction, removal of forms, and inspection of exterior of form work. It is the intent of these specifications that the foundation be placed on a firm dry bed. The foundation bed shall be kept in a de-watered condition for a sufficient period of time to insure the safety of the structure, but in no case shall de-watering be terminated sooner than seven (7) days after placing concrete. All de-watering methods and procedures are subject to the approval of the Engineer. The excavation shall be inspected and approved by the Engineer before work on the structure is started. The Contractor shall provide a relatively smooth, firm foundation bed for footings and slabs that bear directly on the undisturbed earth without additional cost to the City, regardless of the soil conditions encountered. The Engineer will be the sole judge as to whether these conditions have been met. The Contractor shall pile excavated material in a manner that will not create an unsafe condition.

<u>Unauthorized Over Excavation</u>: Excavation for slabs, footings, etc., that rest on earth, shall not be carried below the elevation shown on the drawings. In the event the excavation is carried on below the indicated elevation, the Contractor shall bring the slab, footing, etc., to the required grade by filling with concrete.

<u>Wall Preparation for Pipe Penetrations:</u> For sanitary sewer application, pipe penetrations for pipe 4" through 15" shall be made with appropriately sized core drill bits recommended by the Manufacturer. Pipe penetrations other than described above and as authorized by the Engineer shall be made as follows: cut shall be equal to the outside diameter of pipe to pass through it, plus 1/2 inch. Cuts are to be made using electric or gasoline powered circular saw with masonry blade. Impact type tools shall not be used.

<u>Handling:</u> Manholes shall be handled and stored in a safe manner as necessary to prevent damaging either the manhole or the surroundings. If manhole must be moved by rolling, then do so. The ground

on which it roles shall be smooth and free of rocks, debris, etc. Manholes shall be lifted as specified by the manufacturer.

<u>Height Adjustment:</u> Adjust the manhole to correct elevation.

<u>Installation:</u> Lower manhole into proper vertical position.

<u>Backfill Material</u>: Unless shown otherwise on the drawings, select material shall be used for backfill around the manhole for a distance of two feet from the outside surface and extending from the bottom of the excavation to the bottom of the top slab. Suitable material chosen from the excavation may be used for the remainder of the backfill. The material chosen shall be free of large lumps or clods, which will not readily break down under compaction. This material will be subject to approval by the Engineer. Backfill material shall be free of vegetation or other extraneous material. Excavated material which is to be used for fill or backfill may be stockpiled on the site. Location of stockpiles shall be approved by the Engineer. Topsoil should be stockpiled separately and used for finish grading around the structure, if necessary.

When indicated on the plans or under pavements, the area around the manhole shall be backfilled to the road base with "Hasty Backfill" cement- stabilized sand containing a minimum of 1.5 sacks of standard Type I Portland cement per cubic yard of sand.

<u>Schedule of Backfilling:</u> The Contractor may begin backfilling of manhole as soon as practical.

<u>Compaction:</u> Backfill shall be uniformly compacted in layers not to exceed 6" compacted thickness and to at least 95% Standard Proctor Density. Backfill shall be placed in such a manner as to prevent any wedging action against the structure.

#### 5. TESTING

Manholes will be tested for leakage by either of two tests as specified by Engineer.

Water Leakage Test: The contractor shall provide water, labor, and materials for testing. Testing will be as follows:

- 1. With sewers plugged, the manhole shall be filled with water.
- 2. The manhole shall be checked after 24 hours have elapsed.
- 3. Water loss shall not exceed 0.025 gallons per foot of depth per foot of diameter per hour.
- 4. If the manhole is within 9 feet of a waterline that is not or cannot be encased, the manhole shall be tested for no leaks and no noticeable loss of water shall be experienced for the 24-hour period.

If water loss is excessive, the Contractor shall correct the problem and the manhole shall be retested.

Vacuum Test: Vacuum testing shall be in accordance with Section 027203, Vacuum Testing of Sanitary Sewer Manholes and Structures.

#### 6. GRADE ADJUSTMENT OF EXISTING FIBERGLASS MANHOLES

The adjustment of the ring and cover is to be achieved by removal or addition of a grade adjustment bricks (for storm) or HDPE (for sanitary), grade adjustment rings that rest above the fiberglass corbel. If the ring and cover must be lowered to the extent that the new elevation cannot be achieved by removal of bricks and it is necessary to remove a section of the fiberglass manhole, this work shall be done as described below.

Note that manhole repair kits are available for this work.

Remove the appropriately sized section of the existing manhole from the vertical manhole wall at least 6" below the seam where the corbel meets the vertical wall.

Excavate evenly around the manhole as required.

Mark, cut and remove the required section of the manhole. Make a square cut as necessary for a good butt splice.

Grind and clean ends of fiberglass that are to be re-united.

Replace and align the top. Fiberglass a 6" strip along the outside seam all around with two layers of mat with one layer of roven woven sandwiched between.

After the outside has set, go on the inside and fill any voids in the seam with epoxy or material provided by a manhole manufacturer for use in such application.

After the putty has set, Fiberglass (verb) a 6" strip on the inside as previously done on the outside.

After curing, backfill with select material compacted to a minimum of 95% standard proctor or as directed by the Engineer.

#### 7. MEASUREMENT AND PAYMENT

Unless indicated otherwise in the Proposal, Fiberglass Manholes shall be measured per each. Measurement shall include, but not be limited to; excavation, concrete foundation, manhole assembly, connections, cast iron frame and cover, concrete work, backfill, testing, and other work as required completing the fiberglass manhole. Payment shall be made at the unit price bid and shall fully compensate the Contractor for all materials, labor, tools equipment, and other incidentals required to complete the work.

## The CIP Liner

### STANDARD SPECIFICATIONS

CURED-IN-PLACE (CIP) STRUCTURAL LINER Designed for Structural Repair and Protection of Wastewater and Storm Water Collection Systems

- Structural Rehabilitation
- Eliminates Infiltration and Exfiltration
- Stops Corrosion from Sewer Gases and Chemicals
- Lifetime Protection for New Structures

Specifically designed for use in Sewer Manholes, Lift Stations, Catch Basins, Pump Stations, Wet Wells, Vaults, Storm Water Culverts and Pipes



401 Edwards Street, Suite 2100 Shreveport, Louisiana 71101 888-277-5485 www.irehabusa.com

## SECTION 027207A CIP LINER

#### 1. PRODUCTS

- A. The CIP Liner 116 oz. Series Multiple structural woven roving fiberglass layers with a non- porous membrane bonded between the layers of fiberglass, with a total fabric weight of 116 oz. per square yard, saturated with 100% solids epoxy, cured-in-place, and bonded to the existing structure. This liner is designed to meet or exceed D.O.T. load requirements for culverts under roads and for manholes where extreme deterioration has left the structure unsound.
- **B.** The CIP Liner 68 oz. Series Multiple structural woven roving fiberglass layers with a non-porous membrane bonded between the layers of fiberglass, with a total fabric weight of 68 oz. per square yard, saturated with 100% solids epoxy, cured-in-place, and bonded to the existing structure. This liner is the strongest liner used for structural rehabilitation in typical manholes with corrosion and infiltration.
- **C.** The CIP Liner 56 oz. Series Multiple structural woven roving fiberglass layers with a non-porous membrane bonded between the layers of fiberglass, with a total fabric weight of 56 oz. per square yard, saturated with 100% solids epoxy, cured-in-place, and bonded to the existing structure. This liner is used for structural rehabilitation in manholes with moderately deteriorated conditions.

#### 2. MANUFACTURER/DISTRIBUTOR/INSTALLER

#### A. Manufacturer:

CIP Industries, LLC 3825 Hwy 390 #B Panama City, FL 32405 (850)-740-3823 Info@cipindustries.com

**B. Distributor/Installer:** Infrastructure Rehabilitation USA, Inc.

401 Edwards Street, Suite 2100 Shreveport, LA 71101

Phone: (888) 277-5485 Fax: (800) 340-2672

www.irehabusa.com Email: info@irehabusa.com

#### 3. PRODUCT DESCRIPTION

A. <u>Usage</u>: The CIP Liner is designed to provide a sustainable solution for rehabilitation of sewer and storm water infrastructure for municipal and industrial applications. It is designed with a 100-year useful life expectancy using "green technology" in that it contains no solvents, evaporative materials, polystyrene or VOC's. The liner is resistant to deterioration in severe sewer gas situations such as municipal trunk lines. Other industry suitable resins can be used to saturate the liner for industrial applications.

- 1. The CIP Liner is a structural cured-in-place (CIP) liner designed for use as a non-porous, multi-layer system for rehabilitation of structures such as manholes, pump stations, wet wells, vaults, storage tanks, large diameter pipe, and culverts. It provides an impervious water and sewer gas resistant membrane layered between layers of structural fiberglass. Therefore, the liner system is ideal for correcting H2S gas deterioration, infiltration and exfiltration problems in structures of most any shape or size.
- 2. This waterproof liner system eliminates infiltration and exfiltration. The liner fabric and epoxy resins are resistant to gases and chemicals typically encountered in domestic sewer systems. The structural liner permanently adheres to wet or dry surfaces of brick, concrete, PVC, and ductile iron and prevents further deterioration, infiltration, and exfiltration, while providing structural reinforcement to the existing structure, and provides a chemical and sewer gas resistant protective lining system.
- 3. The CIP Liner is manufactured in three (3) standard liner weights that are designed for varying depths and structural conditions. The three liner designs provide the end-user with solutions ranging from preventive maintenance to extreme structurally deteriorated conditions.
- 4. Each liner is a type that allows rehabilitation of concentric, eccentric or flat top structures without removing the ring top section or corbel. This minimizes traffic disruption and eliminates the need for road repairs. All liner material and components are custom fabricated at the CIP Industries, LLC manufacturing facility to conform to the contours within each individual structure. Structure measurements are taken, and liners are manufactured prior to commencement of the liner installation to minimize the on-site field time required for the liner installation.

#### B. Materials and Liner Installation System:

- 1. The **116 oz Series** is a five-layer composite system with a total pre-saturated fabric weight of 116-ozs. per square yard. The 116 oz series is designed for sewage pump stations, culvert pipe and manholes. It has been successfully used in vertical structures up to 100 ft. deep. Layers #1 & 2 are both 24-oz. structural, woven-roving fiberglass layers. Layer #3 is a 20-oz. non-porous membrane. Layers #4 & 5 are both 24-oz. structural, woven-roving fiberglass. The layers are saturated with epoxy resins and bonded under heat and pressure forming a monolithic composite to the host structure.
- 2. The **68 oz Series** is a three-layer composite system with a total pre-saturated fabric weight of 68-ozs. per square yard. The 68 oz series is designed for sewage pump stations and manholes with problems of deterioration and infiltration. Layer #1 is 24-oz. structural, woven-roving fiberglass. Layer #2 is a 20-oz. non-porous membrane. Layer #3 is 24-oz. structural, woven-roving fiberglass. The layers are saturated with epoxy resins and bonded under heat and pressure forming a monolithic composite to the host structure.
- 3. The **56 oz Series** is a three-layer composite system with a total pre-saturated fabric weight of 56-ozs. per square yard. The 56 oz series is designed for structural rehabilitation in sewage pump stations and manholes with moderately deteriorated conditions. Layer #1 is 18-oz. structural, woven-roving fiberglass. Layer #2 is 20-oz. a non-porous membrane. Layer #3 is 24-oz. structural, woven-roving fiberglass. The layers are saturated with epoxy resins and bonded under heat and pressure forming a monolithic composite to the host structure.

- 4. The standard impregnating resin for typical domestic wastewater sewer system liners is a modified Polyamide Bisphenol "A" Epichlorohydrin system that is field applied. After the resin is applied, the liner is lowered into the manhole where, in most cases, it is cured in place with a temperature inversion system of air pressure and steam heat injection. Most liners are cured within two hours and become a structural monolithic wall bonded to the host structure. Other chemical and industrial applications may require alternate resin system depending on the site conditions and chemicals present in the structures. In these cases, the Owner shall supply an analytical report of chemicals present to CIP Industries, LLC. The resin system used in these cases is determined on a case-by-case basis.
- **C.** <u>Sizes</u>: Each liner is custom fabricated to fit the individual structure. There is no standard configuration in manholes and many other structures; therefore, exact measurements must be completed and submitted prior to manufacturing each liner. CIP Industries, LLC provides diagrams for location, configuration, measurements, site & structure conditions, notes and observations.

#### 4. INSTALLATION PROCESS

- **A.** <u>Cleaning:</u> All surfaces of the host structure are to be cleaned with a high-pressure hydro-jet sprayer with an operating pressure of at least 4,000-psi. After pressure cleaning, surface may be cleaned with degreaser or other solvents, if needed to remove any film or residue on the surface. Structure shall then be pressure rinsed with water.
- B. <u>Final Preparation</u>: All incoming laterals and main truck line openings shall be properly trimmed and grouted with hydraulic or Portland Type II Cement, forming a filet between the structure wall and each pipe. All inlet and outlet pipes should be trimmed so they do not extend into the structure more than two inches. Such application of grout shall extend at least six inches from the outlet onto the wall area. Manhole steps shall be removed flush to within ½" of the structure wall. Any remaining protrusion shall be grouted over to provide smooth surface for the liner.
  - 1. Benches, walls, and floors shall be repaired and contoured as appropriate, using chemical grout, hydraulic cement or Portland type II cement. Bench areas and floors shall be lined with The CIP Liner System materials saturated with the epoxy resin and placed in the bottom to overlap with the liner wall section.

#### C. Manhole Liner Installation:

- 1. Once the liner is fully saturated with resin at the job site, it shall be lowered into the structure to the pre-marked position at the cover seat of the structure opening. The liner shall form a monolithic structure permanently connecting the ring & cover seat to the chimney, corbel, walls, and benches. Unless otherwise required, the liner will end on the bench at the beginning of the invert channel. In cases where invert channel lining is required, the sewage flow must be stopped for a minimum period of 3 hours and should be a separate cost item.
- Normal installation procedures do not require the restricting or bypassing of the main trunk line in manholes where the sewage flow is contained within the channels, and channel lining is not required.
- 3. In cases where channel is required to be lined, the same process may be used as on the bench area however, the sewage flow must be stopped. Channels may also be lined with a hand lay-up method

using structural epoxy CIP Mastic. Using the hand lay-up method, the channel shall be dry and free of infiltration of groundwater. The channel will receive not less than 1 24-oz structural woven roving fiberglass layer along with structural fiber reinforced epoxy mastic. If channel lining is required, it shall be specifically noted in the liner proposal or the client's quotation request.

4. The CIP Liners for manholes shall be pressurized with air or water, and cured with steam, ambient or heated air, or ambient or heated water. Most typical installations of The CIP Liner will be pressurized at a minimum of 250 lbs. per square foot, depending on the condition of the structure and the amount of hydrostatic pressure from incoming infiltration.

#### D. Pump Station, Wet Well and Vault Installation:

- 1. All pumps, pipes, and switches shall be removed from the structure, providing the installer of The CIP Liner an empty structure. Unless otherwise specified by the owner, the liner will include walls, the floor, and the underside of top slab. The underside of the top slab may be lined in conjunction with the walls and floor, or it may be coated with structural epoxy mastic. The underside of the top slab may also be lined by removing the top slab for installation of the liner and applying The CIP Liner materials or structural epoxy mastic, then allowing it to cure at ambient temperature. Removal of the top slab method will allow the top slab to be removed in the future.
- 2. Once the liner is fully saturated with resin, it shall be lowered into the structure to the appropriate pre-marked position at structure entrance. In the case of large or non-cylindrical structures, the liner may be installed in sections with multiple cure times. The liner shall form a monolithic laminated composite permanently bonded to all interior surfaces (and top slab where applicable).
- 3. Sewage pump stations and larger structures are cured under air pressure and heat, conforming to interior contours of the structure, with major infiltration being stopped prior to installation. The liner may also be cured with air pressure at ambient temperature or by filling the structure with water to approximately one foot above the surface area to be lined. Depending on specific site conditions, such as ground water infiltration, the water method may be preferred in order to offset hydrostatic head pressures.
- E. <u>Culvert/Pipeline Installations</u>: The CIP Liner is designed for pipes from 12" to 96" in diameter. Once the liner is saturated with resin, it is lowered into the pipe and then pulled through the section to be lined. A dual inflation cannister system will be attached to the liner on each end. Air pressure and steam heat will be injected from one end and the other end will be equipped with an exhaust valve to control the amount of pressure within the structure. The liner will cover the entire circumference of the pipe, or the portion of the pipe required to be lined. Hydraulic flow control will be required during the installation process.
- F. <u>Curing Process</u>: Once the liner is positioned inside the structure it is pressurized with air or water. It is then cured with steam, ambient or heated air, or ambient or heated water. Most typical installations are heated by a temperature inversion system of pressurization with steam injection and a high velocity hot air column. This creates a steam/convection oven atmosphere which brings the liner temperature to approximately 150<sup>2</sup> to 190<sup>2</sup> F. The liner is heated for approximately one to three hours. The actual curing time will generally be based on the size of the structure. Regardless of the curing process, The CIP Liners will be fully covered under The CIP Liners warranty.

1. Upon completion of the liner curing process, the inflation bladder is removed, all lines are reopened, and the excess liner is cut off at the manhole cover seat or structure opening.

#### 5. AVAILABILITY AND COST

- A. <u>Availability</u>: The CIP Liners are available in all major marketing areas throughout the United States and Canada.
- **B.** <u>Cost</u>: The CIP Liners require custom manufacturing and installation procedures tailored for each structure. The result is a sustainable, "green" solution to infiltration and H<sub>2</sub>S gas deterioration. The CIP Liners provide the utmost in "value-engineering."

#### 6. WARRANTY

- CIP Industries, LLC and The CIP Liners authorized licensed Installer jointly provide their standard Twenty (20) Year unlimited and non-prorated Materials Warranty and One (1) Year Labor Warranty for all of The CIP Liners. The CIP Liner fabrics and resins are warranted to be free of defects in materials and workmanship, to prevent infiltration, prohibit root intrusion and provide a surface coating resistant to sewer gases and chemicals typically found in domestic sewer collection systems.
- 2. This warranty is for the repair or replacement of the liner as needed. Labor and Materials Warranties are as follows:
- 3. The CIP Liners Manholes:

Unlimited, Non-prorated Twenty-Year Materials and One-Year Labor The CIP Liners -Sewage Pump Stations, Wet Wells & Culverts:
Unlimited, Non-prorated Ten-Year Materials and One Year Labor

4. CIP Industries, LLC does not certify the structural integrity of existing structure or substructure, but the liner system will eliminate further deterioration due to sewer gases and significantly increase the life of the existing structure. In the case of industrial or chemical applications, warranty will be provided on a case-by-case basis.

#### 7. MAINTENANCE

Although no maintenance is anticipated for decades, The CIP Liners are easily repaired. Small holes or cracks can be repaired with CIP Mastic. Larger areas may be repaired using fiberglass material coated on both sides with CIP Mastic for greater structural integrity. The liner may be core drilled through for the addition of incoming lateral lines. CIP Mastic is a non-shrink 100% solids grout and is recommended for use as a seal between any incoming new line and the manhole or pump station lined wall.

#### **8. TECHNICAL SERVICE**



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## GENERIC BID SPECIFICATION

**FOR** 

**CURED-IN-PLACE** 

**MANHOLE LINERS** 

# SECTION 027207B REHABILITATION OF MANHOLES AND WET WELLS WITH CIP LINER

#### 1. GENERAL

- A. This section covers the lining and rehabilitation of structures within sanitary and storm water collection systems with the use of a cured-in-place laminated composite bonded to the host structure. It shall be comprised of a three-layered, laminated structural system containing a non- porous membrane layered between two structural layers of woven roving fiberglass.
- B. Any alternative product being submitted for pre-approval must provide third party test certification that the product will meet or exceed the physical properties named herein in Section 2.1.G, Table 1. Proposed product and Contractor must also meet or exceed the installation standards, experience and performance qualifications as herein described in this specification. If approved, notice from the Owner/Engineer shall be delivered to all plan holders and potential bidders a minimum of fourteen calendar days prior to date of bid opening, in the form of a written addendum. Spray and hand applied coatings shall not be considered for use on this project.
- C. Any product used must provide warranty that infiltration, further deterioration and root intrusion shall be prevented for the warranty period. Said warranty shall be unlimited and non-prorated for 20-year liner materials and 1-year labor.

#### 1.1 DESCRIPTION OF WORK

- A. Liner material and components shall have been custom fabricated to fit the specific configuration of each structure prior to the commencement of the liner installation. Liner shall be of the type that allows rehabilitation of concentric, eccentric, or flat top manholes without removing manhole ring, top section, flat-top, or corbel.
- B.

  Cured-in-place manhole (CIPM) liner shall completely seal the manhole, shelf, pipe inlet and outlets, and the lid ring frame in a monolithic method, as required, or as shown on the plans, and that no holes, cracks, or seams in the liner are left unsealed, which would allow gases or fluids to flow behind the CIPM manhole liner.
- C. Contractor shall furnish all labor, materials, equipment, and incidentals required to supply and install a chemical resistant CIPM Liner as required or as shown on the plans.
- D. The CIPM Liner shall be designed and installed to protect concrete, brick, and other manhole surfaces from corrosion. The CIPM liner product shall be designed to stop infiltration, root intrusion, and further deterioration in the structure. The interior surfaces to be protected shall include the walls, shelves, pipe junctions and the lid ring frame.
- E. Omission of a specific item or component obviously necessary for the proper installation and functioning of the system shall not relieve the Contractor from the responsibility of supplying that specific item or component at no additional expense to the Owner.

#### 1.2 REFERENCED SPECIFICATIONS

A. The CIPM corrosion resistant liner system shall be manufactured and installed in compliance with the listed minimum values of the applicable ASTM testing requirements.

1. ASTM D-638 Tensile Strength

2. ASTM D-790 Flexural Strength and Flexural Modulus ASTM

3. D-695 Compressive Strength4. ASTM 7234-21 Adhesion Strength

#### 1.3 SUBMITTALS

- A. The Contractor shall submit for review, complete detailed shop drawings and schedule for all materials furnished under this section.
- B. The Contractor shall submit for approval all manufacturer warranties for all materials furnished under this section and Manufacturer's certification that the materials supplied comply with this specification.
- C. The Contractor shall submit for approval, the Manufacturer's Licensee Certification that the Contractor is trained in the installation process and procedures for the proposed liner system under this section having installed a minimum of 1,500 liners as specified.
- D. The Contractor shall provide a reference list of manhole rehabilitation projects that are of the same typical scope of work as this project. Reference shall include: Name and address of Client, project name, contact person, phone, scope including number of structures lined, and gross dollar amount of the project.
- E. Contractor shall submit the Manufacturer's affidavit showing that the product meets or exceeds the physical properties named herein on Table 1, Test Property Values.

#### 1.4 WARRANTY AND REPAIRS

- A. Manufacturer shall provide unlimited and non-prorated warranty on the performance of the CIPM Liner materials for 20 years and Certified Installer shall provide 1-year labor warranty to repair or replace any failing conditions of the liner in the structure. Certification of the conforming warranty shall be provided prior to approval of the submittals and award of contract.
- B. The cured-in-place liner system shall be flexible and have an elongation sufficient to bridge up to a ¼-inch settling crack, without damage to the lining. The liner shall be able to bridge expansion cracks that may occur.
- C. The cured-in-place liner system shall be repairable at any time during the life of the structure, with the same type of liner system materials used in the original installation, including repair or lining of the upper chimney portion where grade adjustments have been made. Repair/lining materials shall be of the type that will bond to the original liner materials.

#### 2. PRODUCTS

#### 2.1 MATERIALS AND DESIGN GUIDE

- A. The design guide below for Type 1, II and III, is intended as a general guide for the CIPM liner products and is not intended to limit the manufacturers and authorized installer's judgment to use a heavier liner in determining the appropriate thickness and type of liners for individual structures based upon the specific conditions encountered in each structure. Any variation of the liner thickness requirements detailed below in section 2.1-B, C, and D, shall be approved by the manufacturer in writing, and mutually agreed upon between the Owner and Contractor, prior to commencement of the work. Variation in liner thickness by the manufacturer or authorized installer will not affect the warranty requirement.
- B. Type I: In structures up to 13 feet deep (depending on specific local conditions), the liner shall be a three-layered composite system (see table 1 below). Layer #1 is 18- oz. structural fiberglass impregnated with a modified epoxy resin and bonded to the existing substructure. Layer #2 is to be a gas and liquid impermeable membrane of special non-porous materials, bonded to layer #1 and layer #3. Layer #3 will consist of 18-oz. woven roving structural fiberglass saturated with epoxy and bonded to the non-porous membrane, forming a smooth interior wall to the host structure. The non-porous water and gas shield shall be imbedded between the structural layers of epoxy-fiberglass to guard against nicks, tears, and damage to the gas protection membrane.
- C. Type II: In structures from 13-30 feet, (or with site conditions requiring structural enhancement), the liner shall be a three-layered composite system (see table 1 below). Layer #1 will be a 24-oz. woven roving structural fiberglass impregnated with modified epoxy resins and bonded to the existing substructure. Layer #2 is to be a gas and liquid impermeable membrane of special non-porous materials, bonded to layer #1 and layer #3. Layer #3 will consist of a 24-oz. woven roving structural fiberglass saturated with epoxy and bonded to the non-porous membrane, forming a smooth interior wall to the host structure. The non-porous water and gas shield shall be imbedded between the structural layers of epoxy-fiberglass to guard against nicks, tears, and damage to the gas protection membrane.
- D. Type III: In structures deeper than 30 feet or for portions of structures deeper than 30', (or with site conditions requiring additional structural enhancement), the liner shall be a five-layered composite system (see table 1 below). Layer #1 will be two (2) 24- oz. woven roving structural fiberglass layers impregnated with modified epoxy resins and bonded to the existing substructure. Layer #2 is to be a gas and liquid impermeable membrane of special non-porous materials, bonded to layer #1 and layer #3. Layer #3 will consist of two (2) 24-oz. woven roving structural fiberglass layers saturated with epoxy and bonded to the non-porous membrane, forming a smooth interior wall to the host structure. The non-porous water and gas shield shall be imbedded between the structural layers of epoxy-fiberglass to guard against nicks, tears, and damage to the gas protection membrane. There is no minimum or maximum manhole depth limit on this liner.

- E. The CIPM liner shall be constructed such that the non-porous PVC inner membrane is protected from damage by the structural fiberglass and epoxy layer on both sides. This inside surface protective layer is to protect the CIPM liner from impact damage e.g., nicks from rodders and root cutters, hydrovacuum nozzles, inspection cameras, survey equipment, and construction techniques used in pipeline rehabilitation. The non-porous PVC membrane shall not be exposed on the inside of the manhole. The importance of this protective layer cannot be overemphasized to protect the manhole from sulfides and other gases penetrating through nicks and cuts in an unprotected membrane. This CIPM liner must be impervious and without pinholes that will allow hidden corrosion on the concrete behind the liner, which can cause the eventual failure of the liner and the manhole.
- F. The CIPM Lining System shall be applied by a manufacturer certified Licensed Installer and shall be installed in strict accordance with Manufacturer's specifications. Liner Installer shall be trained in handling, application of materials, and will custom fit the liner to the manhole in order to protect the concrete and brick surfaces from sewer gases.

#### **TABLE 1, Test Property Values**

The Manufacturer must provide an affidavit certifying that the liners to be installed will meet or exceed the following test values. Furthermore, Manufacturer must provide a warranty certificate that clearly states that the 20-year materials warranty shall be unlimited and non-prorated for the entire period of the warranty.

Materials Section	Type I	Type II	Type III
ASTM-D-790 Flexural Strength Flexural Modulus	18,000 psi 900,000 psi	27,000 psi 1,000,000 psi	29,000 psi 1,100,000 psi
ASTM-D-638 Tensile Strength	8,000 psi	12,500 psi	14,000 psi
ASTM 7234-21 Adhesion Strength	350 PSI or Substrate Failure	350 PSI or Substrate Failure	350 PSI or Substrate Failure
Engineered Life Expectancy Installation Warranty Materials Warranty	100 Years 1 Year 20 Years	100 Years 1 Year 20 Years	100 Years 1 Year 20 Years

#### 3. INSTALLATION

#### 3.1 STRUCTURE PREPARATION-CIPM REHABILITATION

- A. The Contractor shall remove and replace and/or make grade adjustment to ring and cover as needed using standard D.O.T. or Military Base Specification, prior to the installation of the liner system.
- B. Contractor will perform preliminary cleaning the structure with a high-pressure water jet blast at a minimum of 4,000 psi with a rotating pencil tip nozzle to prepare the structure for any necessary grouting or other preparation.
- C. The Contractor shall remove the existing manhole steps. The metal portion of all steps will be removed flush with the manhole interior wall surface and any remaining holes are to be patched flush prior to applying the CIP manhole rehabilitation system. The final coated surface shall have a smooth uniform appearance.
- D. Prior to patching severe defects in the manhole, all loose and deteriorated material shall be removed and disposed of by the contractor. The bench areas shall be repaired as and contoured to promote hydraulic flow. The prepared surface of the shelves shall be smooth and shall be sloped to allow for all bench areas to drain to the pipe invert.
- E. Manhole chimney, wall and shelf repair shall include plugging, and/or patching as necessary, with specified grout, plugging or patching compounds, hydraulic and/or Type II Portland cement or equal.
- F. All active hydrostatic water leakage shall be stopped within four (4) inches of where the liner will end around pipes or the shelf area in accordance with manufacturer's instruction.
- G. Contractor shall plug the inlet pipe, inspect for infiltration leaks around the inlet and outlet pipes as well as in the invert channel. All leaks present shall be stopped by using chemical foam grout injection with Avanti 202 or equal and/or by the use of hydraulic cement. After stopping leaks with chemical grout, hydraulic cement shall be used to refinish the surface where the leak was occurring.
- H. All cracked or disintegrated material shall be removed from the area to be patched exposing a sound substrate. Patches of filling of voids shall be allowed to cure according to the manufacturer's specifications before continuing with the CIPM rehabilitation process.
- I. Contractor shall remove any drop pipes to within 2 inches of the wall. All other incoming laterals shall be trimmed within 2 inches of the interior wall and sewer main line inlet and outlet openings shall be properly trimmed within 4 inches of the wall in areas where such pipes protrude above the benches that form the invert channel. All incoming and outgoing lines shall be grouted with an approximate 60° taper with hydraulic cement, Portland type II cement, or 50/50 combination of hydraulic and Portland, forming a filet (not less than a 6-inch radius) between the structure

- wall and each pipe. Such application of grout shall extend at least four inches from the outlet onto the wall area making a smooth transition for the liner connection to the pipe openings.
- J. Prior to liner installation, Manufacturer's Authorized Installer shall clean all surfaces of the host structure with a high-pressure sprayer having an operating pressure of at least 4,000-psi with a rotating pencil tip nozzle. After pressure cleaning, installer may clean structure with degreaser or other solvents as needed to remove any film or residue on the surface. Structure shall then be pressure rinsed with clean water.

#### 3.2 CONTRACTOR AND INSTALLER WORK HISTORY

- A. The Contractor shall have completed and installed a minimum of 1,500 cured-in place manhole (CIPM) installations with the approved specified liner. Contractor will provide a list of said installation with at least three (3) references of the specified liner installations.
- B. The licensed installer shall have installed the specified cured-in-place manhole (CIPM) liner system in at least 1,500 structures and provide a detailed list with proof and verification thereof. Contractor must have verified at least seven (7) years of experience as a General Contractor on CIPM only contracts and provide list of ten (10) projects that contractor acted as General Contractor on similar CIPM only projects.

#### 3.3 CIPM LINER INSTALLATION

A. Manufacturer's authorized licensed installer shall typically install the CIPM liner with simultaneously combined air pressure and steam heat injection, except where jobsite conditions restrict use. The liner may also be installed with or without other heat methods including ambient curing under longer periods of time in accordance with the manufacturer's written instructions. Epoxy resin as specified herein does not have a flash cure, but rather is typically a condition of liner thickness, time and temperature. Hand applied fiberglass and epoxy application shall not be accepted. Installer shall line manhole shelf/bench areas and pump station floors with CIPM Liner System materials that have been saturated with the epoxy resin and placed in the bottom to extend approximately three inches up the wall section, to overlap with the liner wall section. The CIPM Liner shall be made longer than the structure to overlap and reinforce the bench/floor transition area, providing overlap and double liner thickness in the critical corner section where the wall meets the bench.

#### 3.4 FINAL INSPECTION AND ACCEPTANCE

A. The installation of the approved liner system shall be in strict accordance with the manufacturer's written instructions. Contractor may submit alternate thicknesses as per the manufacturer's recommendations. The work shall include re-grouting all inlet and outlet lines and benches, as needed, including all preparation, installation, curing and finish operations for the complete rehabilitation process. The liner shall be installed and cured-in-place via a simultaneous pressurization blower system with steam heat injection, or other manufacturer approved process. The curing process will be typically completed in manholes in approximately two hours. Inlet and outlet lines must be reopened within one hour from the time the curing process is completed.

- B. The CIPM lining of the structure shall result in a monolithic structure, bonded to the contours of the existing host structure. The liner shall be adequately bonded to the interior structure surface and be completely watertight from the ring and cover area to the transition area where the shelf and invert channel connects, including completely sealing the manhole wall and shelf areas to the inlet and outlet pipes.
- C. Qualification testing of the CIPM liner materials shall have been completed prior to installation. The initial structural properties shall meet or exceed the properties shown in Table 1. Any pertinent qualification testing shall be completed according to ASTM D 5813 as agreed upon between the owner and manufacturer.
- D. Cleaned Structure--All surfaces of the host structure shall be clean to the concrete substrate, acceptable to the owner/inspector and ready to receive the liner.
- E. Resin Quantity--The liner manufacturer shall provide a tag on each CIPM liner indicating the amount of catalyzed resin necessary for impregnation purposes in order to meet structural properties. This will be acceptable with a tolerance variation of plus or minus 5%.
- F. The completed installation should be visually inspected to assure that dry spots are not present in the finished liner. This can also be accomplished by closed circuit television if usual inspection cannot be accomplished. No infiltration of groundwater should be observed coming through the CIPM liner or coming out at any place where the liner ends.
- G. Curing logs shall be filled out and kept on every structure that is lined. Such curing forms shall be provided by the manufacturer and shall be maintained for the duration of the 20-year warranty period.

# SECTION 027207 REHABILITATION OF MANHOLES AND WET WELLS WITH SHOTCRETE AND WATERPROOFING (S-74)

#### 1. SCOPE

SHOTCRETING: The work covered by these specifications consists of furnishing all labor, equipment, materials, and performing all operations in connection with the rehabilitation of manholes with shotcrete and waterproofing, complete in strict accordance with these specifications and the applicable drawings and subject to the terms and conditions of the contract.

#### 1.1 SHOTCRETE:

- 1.1.1 Shotcreting shall conform to all requirements of "Specifications for Materials, Proportioning, and Application of Shotcrete (ACI-506.2-77)" published by the American Concrete Institute, Detroit, Michigan, except as modified by these specifications.
- 1.1.2 Steel reinforcement shall be incorporated in the shotcrete as required and shall be furnished, bent, set and placed in accordance with the provisions of these specifications.
- 1.1.3 The purpose of this specification is to obtain a dense and durable concrete having the specified strength.

#### 1.2 COMPOSITION:

1.2.1 Shotcrete shall be composed of Portland Cement, aggregate and water so proportioned as to produce a concrete suitable for pneumatic application.

#### 1.3 STRENGTH REQUIREMENTS:

1.3.1 Concrete ingredients shall be selected, proportioned in such a manner as will produce concrete which will be extremely strong, dense and resistant to weathering and abrasion. Concrete shall have a minimum 28-day strength of 4,000 psi.

#### 1.4 MATERIALS:

#### 1.4.1 Portland Cement

- 1.4.1.1 Cement shall be Portland Cement conforming to all of the requirements of the American Society for Testing Materials Standard Specifications, Latest Serial Designation C150 for Portland Cement, Type I.
- 1.4.1.2 When weighed in the conventional manner, Portland Cement shall weigh not less than 94 pounds per cubic foot.
- 1.4.2 Fine Aggregate

- 1.4.2.1 Fine aggregate shall be natural siliceous sand consisting of hard, clean, strong, durable and uncoated particles, conforming to the requirements of American Society for Testing Materials Standard Specifications, Latest Serial Designation C33 for Concrete Aggregates.
- 1.4.2.2 Fine aggregate shall not contain less than 3% nor more than 6% of moisture.
- 1.4.2.3 Fine aggregate shall be evenly graded from fine to coarse and shall be within the following limits:

Passing No. 3/8 sieve - 100%

Passing No. 4 sieve - 95% to 100%

Passing Go. 8 sieve - 80% to 100%

Passing No. 16 sieve - 50% to 85%

Passing No. 30 sieve - 25% to 60%

Passing No. 50 sieve - 10% to 30%

Passing No. 100 sieve - 2% to 10%

#### 1.4.3 Water

1.4.3.1 Water used in mixing at the nozzle shall be fresh, clean, and free from injurious amounts of oil, acid, alkali, vegetable, sewage and/or organic matter. Water shall be considered as weighing 8.33 pounds per gallon.

#### 1.4.4 Reinforcement

- 1.4.4.1 Reinforcement bars shall conform to the latest requirements of ASTM Standard Specifications, Serial Designation A 615 for Deformed Billet Steel Bars for Concrete Reinforcement. Unless shown otherwise on the plans, all bars shall be Grade 40.
- 1.4.4.2 Steel mesh reinforcement shall be electrically welded, cold drawn, mild steel fabric conforming to the latest requirements of ASTM Standard Specifications, Serial Designation A 185 for Welded Steel Wire Fabric for Concrete Reinforcement. Mesh can be fabricated from cold-drawn steel wire conforming to the requirements of the latest ASTM Standard Specifications, Serial Designation A 82. Unless otherwise shown on the plans, mesh shall be 2 x 2 WO.9 x WO.9 galvanized welded wire fabric.

#### 1.4.5 Storage of Materials

- 1.4.5.1 Cement shall be stored with adequate provisions for the prevention of absorption of moisture. It shall be stored in a manner that will permit easy access for inspection and identification of each shipment.
- 1.4.5.2 Aggregate shall be stockpiled at points selected to provide maximum drainage and to prevent the inclusion of any foreign material during rehandling.
- 1.4.5.3 On delivery to the site of the work, the steel reinforcement shall be carefully bundled, tagged and stored so the bars for any position in the work may be readily identified. All reinforcing steel shall be stored on approved material above the ground.

#### 1.5 SAMPLING AND TESTING CEMENT AND AGGREGATE

- 1.5.1 The Contractor shall determine the source, kind and quality of the cement and aggregates to be used in the work well in advance of the time scheduled for starting the work and, when so directed, shall submit such information for approval before starting shotcrete operations.
- 1.5.2 The cost of testing cement and aggregates shall be borne by the City. Certified test reports and certificates, when so directed, shall be submitted in duplicate to the Engineer and to such other agencies or persons as he may designate.
- 1.5.3 Where cement and aggregate suppliers maintain regular recognized testing services, certified copies of such tests shall be submitted to the Engineer. However, in any case of doubt as to the accuracy and/or adequacy of such tests, the Owner may require that cement and aggregates be tested by a recognized commercial testing laboratory which has been selected by the Contractor and approved by the Owner. The testing laboratory shall then test the cement and aggregates and prepare written reports showing the results of such tests on each shipment. The laboratory shall also certify that the materials covered by the report comply in all respects with these specifications.
- 1.5.4 No cement or aggregate which fails to meet the requirements of these specifications shall be incorporated into the work.

#### 1.6 SURFACE PREPARATION

1.6.1 Unsound materials of construction and all coated, scaly, or unsound material shall be removed by chipping with pneumatic hammers and chisels to sound surface; all cracks and cavities shall be chipped to such formation that their sides form approximately a 45-degree angle to the exposed surface for at least one (1) inch in depth. All areas to receive pneumatic concrete shall be cleaned by flushing or scouring with water and compressed air jets to assure removal of all loose particles. All areas of existing surfaces shall be given a wet sandblasting with the shotcrete equipment and the air pressure at the cement gun shall not be less than 50 psi or hydro blast @ min. 6000 psi.

A caustic wash comprised of sodium hydroxide solution at a ratio of one quart of 50% Sodium Hydroxide Solution to 100 gallons of water shall be applied to all surfaces. The mixing, application, and removal of the solution shall be done with caution to avoid contact with body and in a workmanlike manner. The solution shall remain on the surface for at least 15 minutes. Once the solution has been washed completely off, the surface shall be allowed to dry before application of replacement materials.

1.6.2 To ensure perfect bond, the newly chipped, sandblasted, and washed surface shall be thoroughly moistened with water prior to application of shotcrete. In no instance shall shotcrete be applied in an area where free running water exists.

#### 1.7 PROPORTIONING

1.7.1 Prior to start of shotcreting, the Contractor shall submit to the Engineer the recommended mix as a ratio of cement to aggregate. Recommended mix shall be on the basis of test data from prior experience and capable of producing the required 4,000 psi compressive strength. Provided data submitted is adequate, no further testing of recommended mix will be required.

1.7.2 The Contractor shall provide all equipment necessary to control the actual amounts of all materials entering into the concrete. The types of equipment and methods used for measuring materials shall be subject to approval.

#### 1.8 MIXING

- 1.8.1 Shotcrete shall be thoroughly mixed by machine and then passed through a sieve to remove all large particles before placing in hopper of the cement gun. The mixture shall not be permitted to become damp. Each batch should be entirely discharged before recharging is begun. The mixer shall be cleaned thoroughly enough to remove all adherent materials from the mixing vanes and from the drum at regular intervals.
- 1.8.2 Water shall not be added to the mix before it enters the cement gun. Quantities of water shall be controlled by a valve at the nozzle of the gun. Water content shall be adjusted as required for proper placement but shall in no case exceed four gallons of water per sack of cement, including the water contained in the aggregate.
- 1.8.3 Remixing or tempering shall not be permitted. Mixed material that has stood 45 minutes without being used shall be discarded. Rebound materials shall not be reused.

#### 1.9 APPLICATION

- 1.9.1 Shotcrete shall not be placed on a frozen surface nor during freezing weather. Shotcrete shall not be placed when it is anticipated that the temperature during the following 24 hours will drop below 32 degrees Fahrenheit.
- 1.9.2 Sequence of application may be from bottom to top or vice versa if rebound is properly removed.
- 1.9.3 Corners shall be filled first. "Shooting" shall be from an angle as near perpendicular to the surface as practicable, with the nozzle held approximately 3 feet from the work (except in confined control). If the flow of material at the nozzle is not uniform and slugs, sand spots, or wet sloughs result, the nozzleman shall direct the nozzle away from the work until the faulty conditions are corrected. Such defects shall be replaced as the work progresses.
- 1.9.4 Shotcreting shall be suspended if:
- (1) Air velocity separates the cement from the sand at the nozzle.
- (2) Temperature approaches freezing, and the newly placed shotcrete cannot be protected.
- 1.9.5 Shotcrete shall be applied in one or more layers to such total thickness as required to restore the area as detailed over the original lines of the adjoining surface, unless otherwise specified. All cavities, depressions, washouts, and similar failures shall be rebuilt to original lines by use of shotcrete reinforced with wire mesh; where the cavity exceeds 4 inches in depth, a layer of mesh shall be used for each 3 inches of depth of shotcrete. However, in no case shall wire mesh be placed behind existing reinforcement.
- 1.9.6 The time interval between successive layers in sloping, vertical or overhanging work must be enough to allow initial but not final set to develop. At the time the initial set is developing, the surface shall be

cleaned to remove the thin film of laitance in order to provide a perfect bond with succeeding applications.

#### 1.10 CONSTRUCTION JOINTS

1.10.1 Construction joints or day's work joints shall be sloped off to a thin, clean, regular edge, preferably at a 45-degree slope. Before placing the adjoining work, the slope portion and adjacent shotcrete shall be thoroughly cleaned as necessary, then moistened and scoured with an air jet.

#### 1.11 SURFACE FINISH

- 1.11.1 Nozzleman shall bring the shotcrete to an even plane and to well-formed corners by working up to ground wires or other guides, using somewhat lower placing velocity than normal.
- 1.11.2 After the body coat has been placed, the surface shall be trued with a thin-edge screed to remove high areas and expose low areas. Low areas shall be properly filled with concrete to insure a true, flat surface.
- 1.11.3 After the concrete surface has been trued, the entire surface shall be given a flashcoat finish unless a special type finish is specified on the drawings.
- 1.11.4 Thicknesses: The minimum thickness of the shotcrete shall be 1-inch over all surfaces.

#### 1.12 CURING

1.12.1 Curing shall be in accordance with either paragraph 3.7.I(d) or paragraph 3.7.5 of ACI 506.2-77 depending upon atmospheric condition.

# 1.13 ADJACENT SURFACE PROTECTION

1.13.1 During progress of the work, where appearance is important, adjacent areas or grounds which may be permanently discolored, stained, or otherwise damaged by dust and rebound, shall be adequately protected and, if contacted, shall be cleaned by early scraping, brushing or washing as the surroundings permit.

#### 1.14 INSPECTION

1.14.1 Because of the importance of workmanship affecting the quality of the shotcrete, shotcrete continual inspection during placing shall be maintained. Any imperfections discovered shall be cut out and replaced with sound material.

# 1.15 EQUIPMENT

#### 1.15.1 Cement Gun

1.15.1.1 The mixing and delivering equipment shall be either the vertical double chamber type or rotary type. The upper chamber of the double chamber type shall receive and pressurize the dry mix and deliver it to the lower chamber. The lower chamber shall force the pressurized mix into the delivery hose by

means of a feed wheel. The type of feeder utilized should be of enough capacity that the lower chamber may continuously furnish all required material to the delivery hose while the upper chamber receives the recharge. The rotary type cement gun shall have an enlarged hopper to feed material into a rotating-multiported cylinder. Material shall fall by gravity into a port which shall then be rotated to a position in which the material is expelled by air into a moving stream of air. All equipment must be kept in good repair. The interior of drums, feed gearing, and valves shall be cleaned as often as necessary (at least once every 8-hour shift) to prevent material from caking on critical parts.

#### 1.15.2 Nozzle

1.15.2.1 Nozzle shall be the premixing type with perforated water feed ring inside the nozzle. The maximum length of material hose for the application of shotcrete shall be approximately 150 feet although it shall be permissible to use as much as 800 feet of material hose if the supply air pressure measured at the cement gun is increased to maintain proper velocity. The following table gives requirements for compressor size, hose size, and air pressure using 150 feet of material hose:

# TABLE I

Comp.Cap	Max. Hose	Max. Size	Min Air
<u>cfm</u>	<u>Dia. In.</u>	Nozzle In.	Press. psi
365	1-5/8	1-5/8	60
600	2	2	80
750	2-1/2	1-1/2	90

For each 25 feet of material hose used in excess of 150 feet, the required air pressure shall be increased by 5 psi.

# 1.15.3 Air Compressor:

1.15.3.1 Any standard type of compressor shall be satisfactory if it is of sufficient capacity to provide, without interruption, the pressures and volume of air necessary for the longest hose delivery. The air compressor capacity determinations shall include allowances made for the air consumed in blowing rebound, cleaning, reinforcing, and for incidental uses. Compressor equipment shall be of such capacity so as to ensure air pressures at the special mixer capable of producing the required material velocities.

# 1.15.4 Water Supply

1.15.4.1 The water pressure at the discharge nozzle should be sufficiently greater than the operating air pressure to assure the water is intimately mixed with the other materials. If the line water pressure is inadequate, a water pump or pressurized tank shall be introduced into the line. The water pressure shall be uniformly steady (nonpulsating).

# 1.16 QUALIFICATIONS

# 1.16.1 Foremen, Nozzlemen, Gunmen, Reboundmen

- 1.16.1.1 Before employment on the project, above workmen must satisfy the Engineer that each has done satisfactory work in similar capacities elsewhere for a sufficient period of time to be fully qualified to properly perform the work in accordance with the requirements of the related specifications.
- 1.16.2 Foremen
- 1.16.2.1 Foreman shall have had at least 4 years' experience on similar work.
- 1.16.3 Nozzlemen
- 1.16.3.1 Nozzlemen shall be qualified workmen, having had at least 2 years' experience in similar work, and it shall be his responsibility to:
- 1. Ensure all surfaces to be shot and clean and free of laitance or loose material, using air and air-and-water blast from the nozzle as required.
- 2. Ensure the operating air pressure is uniform and provides proper nozzle velocity for good compaction.
- 3. Regulates the water content so the mix will be plastic enough to five good compaction and a low percentage of rebound but still enough not to sag.
- 4. Hold the nozzle at the proper distance and as nearly normal to the surface as the type work will permit, to secure maximum compaction with minimum rebound.
- 5. Follow a sequence routine that will fill corners with sound shotcrete and encase reinforcement without porous material behind the steel, using the maximum practicable layer thickness.
- 6. Determine necessary operating procedures for placement in close quarters, extended distances or around unusual obstructions where placement velocities and mix consistency must be adjusted.
- 7. Direct the crew when to start and stop the flow of materials, and stop the work when material is not arriving uniformly at the nozzle.
- 8. Ensure sand or slough pockets are cut out for replacement.
- 9. Bring the shotcrete to finished lines in a neat and workmanlike manner.
- 1.16.4 Gunman
- 1.16.4.1 Gunman shall operate the special pneumatic mixer and direct the work of the mixer crew. Utilizing his experience, he shall maintain proper pressure on the cement gun to insure the necessary nozzle velocity. He shall further see that the material fed to the nozzle is uniform.

# 2. WATERPROOFING

When indicated on drawings and upon completion of the shotcreting operations, two coats of Drycon (Grey and white), as manufactured by IPA Systems of Philadelphia, PA, shall be applied to the interior surfaces of the manholes. Minimum thickness of each coat shall be 1/16 inch. Alternate waterproofing

materials shall be submitted to the Engineer for approval prior to commencing manhole rehabilitation work.

# 3. MEASUREMENT AND PAYMENT

Unless included in the proposal as a bid item, manhole and wet well rehabilitation shall not be measured and paid but shall be subsidiary to other work.

# SECTION 027414 CULVERT REHABILITATION FLEXIBLE LINING PROCESS

# 1. SCOPE

This specification shall govern all work necessary to rehabilitate gravity storm sewer lines using a flexible liner process. Lining and method of installation shall be similar or equivalent to the Insituform or Inliner Lining Process where a flexible tube saturated with thermosetting resins is inserted into the line using water pressure.

#### 2. MATERIALS

The lining material shall be a polyester fiberfelt tubing, lined on one side with polyurethane and fully impregnated with a liquid thermal setting resin. The resin shall bond to concrete. The tubing shall be properly sized for the diameter and length of sewer pipe to be lined. The proposed lining material thickness shall be as follows:

Existing Sewer Line Minimum Liner

I.D. (Inches) Thickness (Inches)

24" .50"

The liner material shall conform to the structural standards listed below:

Tensil Strength at yield 73% ASTM D-638 3000 psi
Flexural Strength ASTM D-790 3000 psi
Modulus of Elasticity ASTM D-638 300,000 psi
Flexural Modulus ASTM D-790 300,000 psi
Impact Strength ASTM D-256 2.5 FT-lb/In
Shear Strength ASTM D-732 7400 psi

Prior to the use of the lining material, the contractor shall submit, for approval, satisfactory certification from an approved testing laboratory, that the material meets or exceeds the above criteria.

After placement, test for modulus of elasticity shall be conducted by an Independent Laboratory. Two field liner specimens shall be required.

In addition, satisfactory evidence shall be provided that the liner materials will withstand the corrosive effects of effluent, liquids and gases normally found in a municipal storm sewer system.

# 3. CONSTRUCTION METHODS

A. Cleaning: All lines to be rehabilitated shall be clean and dry during the installation of the liner. The contractor shall select the method of cleaning. It is anticipated that a high velocity jet nozzle ewer cleaner will be used. However, the contractor shall utilize such other equipment as necessary to clean the line. The contractor shall take such precautions as necessary to protect the line from further damage during the cleaning process and shall be responsible for repairing any such damages. All materials resulting from the cleaning operations shall be removed at the downstream manhole of the section being cleaned. Disposal of this material shall be as provided in the Special Provisions.

B. Inspection: Upon completion of the cleaning operation and prior to insertion of the liner material, an inspection shall be performed. The interior of the main shall be carefully inspected to determine the location and extent of any condition which may prevent proper installation of lining materials or bonding of materials to the pipeline shall be noted so that these conditions can be corrected.

C. Repairs: Any obstacles or conditions detrimental to liner installation shall be corrected by making an excavation at that point and effecting the necessary repairs. The method and extent of the repairs shall be approved by the Engineer.

D. Maintain Flows: Storm water flows, that may intermittently occur, shall not be restricted during project.

E. Liner Installation: Rehabilitation of the sewer pipe shall be accomplished by the installation of flexible liner by an inversion process wherein the flexible tube is saturated with resin turned inside out and forced in the existing line using water pressure. The contractor shall begin this phase of the work until there are enough materials on hand to complete the job.

The fiberfelt tube shall be vacuum impregnated with sufficient resin and catalyst system to achieve the liner thickness specified. Once impregnated, the tube shall be inserted through an existing manhole by means of an inversion process and the application of a hydrostatic head sufficient to fully extend it to the next designated access point. The hydrostatic head shall be sufficient to hold the liner tight to the existing pipe wall, produce dimples at side connections and flared ends at the entrance and exit access points.

After inversion is completed the contractor shall supply a suitable heat source and water recirculation equipment. The equipment shall be capable of delivering hot water to the far end of the pipe section through a hose, which has been perforated per manufacturer's recommendations raise the water temperature in the line section above the temperature to effect a cure of the resin.

The heat source shall be fitted with suitable monitor to gauge the temperature of the incoming and outgoing heat exchange circulating water. Thermocouple shall be placed between the impregnated tube and the invert at the far access point to determine the temperature and time of exotherm. Water temperature in the pipeline during the cure period shall not be less than 150 F as measured at the heat exchanger return line.

Initial cure shall be deemed to be completed when inspection of the exposed portions of the liner appear to be hard and sound and the thermocouple indicate that an exotherm has occurred. The cure period shall be of a duration recommend by the resin manufacturer modified for the lining process during which time the recirculation of the water and cycling of the heat exchanger to maintain the temperature continuously.

The contractor shall cool the finished liner to a temperature below 100 F before relieving the static head in the inversion stand pipe. Cool-down may be accomplished by the introduction of cool water into the inversion stand pipe to replace water being drained from the downstream end. Care shall be taken in the release of the static head such that a vacuum will not be developed that could damage the newly installed liner.

F. Branch of Service Connections: After liner has been cured, the contractor shall reconnect the existing active branch lines as designed by the Engineer. This shall generally be done without excavation and in the case of non-man entry pipes from the interior of the pipeline by means of a television camera and a cutting device that re-establishes them to not less than 90 percent capacity.

G. Inspection of Completed Work: A final inspection will be required upon completion of rehabilitation operations. It is the intent of the plans and specifications that the entire length of the completed rehabilitation be inspected.

H. Clean Up: After all installation work has been completed the contractor shall clean the area around the work site and return the ground cover to a like or better condition as existed prior to construction. All pavement disturbed shall be repaired as specified elsewhere in these specifications.

# 4. MEASUREMENT AND PAYMENT

Unless specified otherwise in the Proposal, Sanitary Sewer Rehabilitation - Flexible Lining Process shall be measured and paid by the linear foot for each size installed, complete in place.

# SECTION 027602 GRAVITY SANITARY SEWER

# 1. DESCRIPTION

This specification shall govern all work required for furnishing, handling, and installing gravity sanitary sewers required to complete the project.

# 2. MATERIALS

# A. Pipe and Fillings:

- 1. VITRIFIED CLAY PIPE (VCP) and fittings shall be "Extra Strength" in accordance with ASTM C-700. Pipe shall have a minimum laying length of 6 feet, unless indicated otherwise on the plans. All joints shall be in accordance with ASTM C-425. Joints for pipe and fittings with a nominal diameter of 18 inches or less shall be Plain End (PEP); for larger sizes either PEP or Bell and Spigot.
- 2. POLY-VINYL CHLORIDE (PVC) PIPE and fittings shall be in accordance with ASTM D-3034. Pipe shall have an SDR of 26. Pipe and fittings shall have push-on compression gasket joints in accordance with ASTM D-3212.

# B. Bedding Materials:

- 1. CRUSHED STONE shall be well graded angular crushed stone in the general size range of 3/4" to 1/16" which has good stability. Crushed stone shall be graded in accordance with Size #67 and #68 of AASHTO M 43, ASTM D 448.
- 2. SAND shall be sands with very little or no fines. Soils with a Unified System Classification of SW and SP, or an AASHTO classification of A-3 shall be required.
- 3. GRAVEL shall be gravel with less than 10% by weight fines. The sieve analysis of gravel shall be in accordance with Size #67 or #68 of AASHTO M43, ASTM D 448.
- 4. CONCRETE shall be Class B concrete in accordance with City Standard Specification Section 030020 for "Portland Cement Concrete".

# C. Backfill Materials:

1. INITIAL BACKFILL is that material from the top of the bedding material to an elevation within 12 inches of the top of the pipe. This material shall be in accordance with City Standard for "Select Material" or material with a binder having a Plasticity Index between 0 & 13 and a liquid limit less than 46. The material shall be free of vegetation, debris, rocks with a diameter over 1.5 inches and clay lumps. This material shall not include soils with a Unified System Classification of OL, MH, OH, CH, and PT or soils with an

AASHTO classification of A-7.

 FINAL BACKFILL is that material placed on the initial backfill. The material shall be in accordance with a standard specification Section 022020 "EXCAVATION AND BACKFILL FOR UTILITIES AND SEWERS".

# 3. CONSTRUCTION METHODS

#### A. Trench Excavation:

See standard specification Section 022020 "EXCAVATION AND BACKFILL FOR UTILITIES AND SEWERS".

# B. Handling of Materials:

- 1. HANDLING AND CARE of pipe shall be the responsibility of the Contractor. Pipe shall be unloaded at the point of delivery, hauled to and distributed at the site by the Contractor. Materials shall be handled with care and in accordance with the manufacturer's recommendations.
- 2. STORAGE AND SECURITY of materials shall be provided by the Contractor. Any material delivered to the site that is not to be incorporated into the work within 10 working days shall be properly stored off the ground. Stacking and handling of materials shall be done as recommended by the manufacturer.
- 3. REJECTED OR DEFECTIVE materials are those having cracks, flaws, or other defects. Rejected materials shall be marked by the Engineer and removed from the job site by the end of the day by the Contractor.
- 4. DISTRIBUTION OF MATERIALS at the work site shall be allowed provided that they are incorporated into the work within 10 working days. Materials shall not be placed on private property, unless written permission has been obtained from the owner by the contractor. Materials shall not be placed within five feet of the back of curb or edge of pavement without permission of the Engineer.

# C. Alignment and Grade:

- 1. All pipes shall be laid and maintained to the required line and grade.
- 2. NO DEVIATIONS from design line and grade shall be allowed, unless authorized by the Engineer.
- 3. The Contractor shall be provided with offsets and cut sheets. The Contractor may use batter boards, laser, or other approved methods necessary to construct the sewer to design line and grade.

# D. Pipe Placement:

- 1. GENERAL: Proper implements, tools, etc. shall be used by the Contractor for safe and efficient execution of work. All pipes shall be carefully lowered into the trench by suitable equipment in such a manner as to prevent damage. Under no circumstances shall pipe be dropped or dumped into the trench. The Contractor shall not lay pipe in the trench until the bedding and condition of the trench has been approved by the Engineer. The trench shall be free of water and maintained in that condition until the pipe has been laid, the joints have been completed, and the initial backfill has been completed.
- 2. CLEAN PIPE: All foreign matter or dirt shall be removed from the interior of the pipe before lowering pipe into trench. The interior of pipe shall be maintained free of dirt during the remaining installation operations.

# E. Jointing Pipe:

#### 1. VITRIFIED CLAY PIPE: ASTM C-12

PLAIN END PIPE (PEP) has a polyurethane elasomer molded to both ends of the pipe. The factory applied PVC sleeve, or collar may be removed and used on either end of the pipe. The mating surface shall be cleaned and lubricated prior to assembly. The pipe shall be aligned in the trench and shoved home to compress the joint and to assure a tight fit between the inner surfaces. Care shall be taken to avoid damaging the collar.

BELL AND SPIGOT PIPE shall have bell and spigot mating surfaces wiped clean and free of dirt and other foreign matter. A lubricant shall be applied to the mating surfaces just prior to joining. Bell holes shall be excavated into the bedding material. The spigot end shall then be centered on grade into the bell of the previous pipe and shall be shoved home to compress the joint and to assure a tight fit between the inner surfaces. Pipe shall not be assembled in reverse order by pushing bell onto spigot. Care shall be taken to avoid damaging the bell.

2. POLY-VINYL CHLORIDE PIPE shall have mating surfaces of the gasketed joint wiped clean of dirt and foreign matter. A lubricant recommended by the coupling manufacturer shall be applied to the bell and spigot mating surfaces just prior to joining. The spigot shall then be centered on grade into the bell of the previous pipe and shall be shoved home to compress the joint and to assure a tight fit between the inner surfaces. Pipe shall not be assembled in reverse order by pushing bell onto spigot. When the pipe is being thusly installed, bell holes shall be excavated in the bedding material. When the joint has been made, the bell hole shall be carefully filled with material to provide for adequate support of the pipe. The spigot shall be centered within 1/4 inch of the home line marked on the spigot.

- F. Bedding and Initial Backfill:
  - VITRIFIED CLAY PIPE: Bedding and initial backfill of VCP shall be in accordance with the
    details provided in the drawings. The class of bedding required will be dependent on
    trench width, pipe size and depth of cut. Bedding class shall be obtained from the table
    provided in the drawings.

CLASS A BEDDING: When included in the drawings shall be used for deep cut applications and shall include concrete cradle or concrete arch.

CLASS C BEDDING: When in a total sand environment, sand bedding material may be used in place of crushed stone or gravel.

CLASS D BEDDING: Shall require either bell holes or sand bottom as required for uniform support of pipe.

2. POLY-VINYL CHLORIDE PIPE: Bedding and initial backfill of PVC pipe shall be in accordance with the details provided in the drawings. Bedding shall be well tamped regardless of type. The type of bedding required shall depend upon the depth of cut and ground water condition and shall be as specified below:

# **BOTTOM OF TRENCH IN GROUNDWATER**

Depth of Cut Required Bedding

Less than 20 feet Gravel or Crushed Stone

Over 20 feet Crushed Stone

# **BOTTOM OF TRENCH NOT IN GROUND WATER**

<u>Depth of Cut</u> <u>Required Bedding</u>

Less than 15 feet Sand, Gravel, or Crushed Stone

Less than 20 feet Gravel or Crushed Stone

Over 20 feet Crushed Stone

#### G. Final Backfill:

See standard specification Section 022020 "Excavation and Backfill for Utilities and Sewers".

# 4. TESTING AND CERTIFICATION

- A. Leakage Testing: (Required for all types of pipe)
  - 1. EQUIPMENT FOR LEAKAGE TESTING shall be furnished and installed by the Contractor.

- 2. VITRIFIED CLAY PIPE shall be tested in accordance with ASTM C 828 Standard Practice for LOW-PRESSURE AIR TEST OF VITRIFIED CLAY PIPE LINES.
- 3. POLY-VINYL CHLORIDE (PVC) PIPE shall be tested in accordance with Uni-Bell Plastic Pipe Association "Recommended Practice for LOW-PRESSURE AIR TEST OF INSTALLED SEWER PIPE" UNI-B-6.

The test section of pipe shall be pressurized to 5 psi above the groundwater pressure. Once the pressure has stabilized, the time for a pressure drop from 3.5 to 2.5 psi shall be measured and not be less than the time indicated in the following table.

#### MINIMUM SPECIFIED TIME REQUIRED FOR A 1.0 PSIG PRESSURE DROP FOR SIZE AND LENGTH OF PIPE INDICATED FOR Q = 0.0015

1 Pipe	2 Minimum Time	3 Length for Minimum	4 Time for Longer	Specification Time for Length (L) Shown (min:sec)							
Diameter	(min:	Time	Length				8				
(in.)	sec)	(ft)	(sec)	100 ft	150 ft	200 ft	250 ft	300 ft	350 ft	400 ft	450 ft
4	3:46	597	.380 L	3:46	3:46	3:46	3:46	3:46	3:46	3:46	3:46
6	5:40	398	.854 L	5:40	5:40	5:40	5:40	5:40	5:40	5:42	6:24
8	7:34	298	1.520 L	7:34	7:34	7:34	7:34	7:36	8:52	10:08	11:24
10	9:26	239	2.374 L	9:26	9:26	9:26	9:53	11:52	13:51	15:49	17:48
12	11:20	199	3.418 L	11:20	11:20	11:24	14:15	17:05	19:56	22:47	25:38
15	14:10	159	5.342 L	14:10	14:10	17:48	22:15	26:42	31:09	35:36	40:04
18	17:00	133	7.692 L	17:00	19:13	25:38	32:03	38:27	44:52	51:16	57:41
21	19:50	114	10.470 L	19:50	26:10	34:54	43:37	52:21	61:00	69:48	78:31
24	22:40	99	13.674 L	22:47	34:11	45:34	56:58	68:22	79:46	91:10	102:33
27	25:30	88	17.306 L	28:51	43:16	57:41	72:07	86:32	100:57	115:22	129:48
30	28:20	80	21.366 L	35:37	53:25	71:13	89:02	106:50	124:38	142:26	160:15
33	31:10	72	25.852 L	43:05	64:38	86:10	107:43	129:16	150:43	172:21	193:53
36	34:00	66	30.768 L	51:17	76:55	102:34	128:12	153:50	179;29	205:07	230:46
42	39:48	57	41.883 L	69:48	104:42	139:37	174:30	209:24	244:19	279:13	314:07
48	45:34	50	54.705 L	91:10	136:45	182:21	227:55	273:31	319:06	364:42	410:17
54	51:02	44	69,236 L	115:24	173:05	230:47	288:29	346:11	403:53	461:34	519:16
60	56:40	40	85.476 L	142:28	213:41	284:55	356:09	427:23	498:37	569:50	641:04

Note: If there has been no leakage (zero psig drop) after one hour of testing, the test section shall be accepted and the test complete. (See Section 7.5.)

# A. Deflection Testing: (Required for PVC Pipe)

 EQUIPMENT FOR DEFLECTION TESTING shall be provided by the Contractor. Mandrels shall be provided by the Contractor and shall be of machined rigid corrosion resistant pipe with a length not less than 1.5 diameters. Mandrels will be sized for SDR 26 PVC pipe at 5% deflection. The outside diameter of the standard mandrels shall be as follows:

UNI-B-6-

Nominal Size (inch)	Mandrel O.D. (inch)
8	7.11
10	8.87
12	10.55
15	12.90
18	15.76
21	18.56
24	20.87
37	23.51
30	27.14

2. TESTING shall be done by the Contractor and witnessed by the Engineer. All pipe shall be tested for deflection no less than 30 days after placement of backfill. The Contractor may wish to check pipe immediately after backfilling for job control. However, this shall not qualify as acceptance testing. No pipe can be tested for formal acceptance until it has been in place, complete with backfill for at least 30 days.

# C. Retesting:

ANY DEFECTIVE WORK OR MATERIALS shall be corrected or replaced by the Contractor and retested. This shall be repeated until all work and materials are acceptable.

# 5. SOIL BORINGS

The City does not assume responsibility for subsurface information. Soil data and other subsurface information shown on the plans or in the appendix is without warranty as to correctness of fact or interpretation.

# **6. BRACING AND SHORING**

Trenching operation shall comply with Worker Safety Requirements for Excavation and Trenching Operations. If, for whatever reason, the trench width at the top of pipe must exceed that width indicated in the bedding details, the Contractor shall modify bedding as required by the Engineer to accommodate the additional load on the pipe.

# 7. MEASUREMENT & PAYMENT

Unless indicated otherwise in the Proposal, Gravity Sanitary Sewers shall be measured by the linear foot for each size and depth of sewer installed as follows:

- A. Between centers of manholes.
- B. From the center of a manhole to the end of the line.
- C. From the end of an existing stub to the end of the line or center of the existing manhole.

Depth shall be measured from flow line of pipe to ground surface over centerline of the pipe

at time of construction. Measurements to be made at manholes, at intervals not to exceed fifty feet, and at breaks in ground profile. Bedding shall not be measured and shall be considered subsidiary to pipe, unless included as a separate bid item in the proposal.

De-watering will be measured for pay by the linear foot of trench, if all the following conditions are met: (1) de-watering was included as bid item in the proposal by the Engineer; (2) de-watering of the trench was accomplished by well point system; and (3) the use of well points was necessary and was authorized by the Engineer.

Payment shall include all labor, pipe, bedding, de-watering, equipment for hauling, trench excavation, and all cleaning up and other incidentals necessary to install the pipe complete in place.

# SECTION 027604 DISPOSAL OF WASTE FROM SANITARY SEWER CLEANING OPERATIONS

# 1. SCOPE:

This specification governs all work required for disposal of waste from sewer cleaning operations required to complete the project.

# 2. METHODS:

Sewer grit, rubble, dislodged bricks and other such inorganic waste that is removed during cleaning shall not be allowed to continue downs tream of the operation. Organic solids that remain in suspension would be allowed to continue downstream through the sanitary sewer system.

A weir or other suitable trap shall be installed and maintained by the Contractor for the collection of such waste.

This material shall be de-watered and delivered by the Contractor to a facility that is authorized to receive it. If this material is free of organic sludge and is sufficiently de-watered to pass the paint filter test, it would be acceptable for disposal at the Elliott Sanitary Landfill subject to prior approval of the facility and the associated disposal fees.

The Contractor has the option of using the City's de-watering facilities. The City has six drying beds, each with a 1-foot high containment wall each with an area of about 2,300 square feet. These drying beds are at the Greenwood Wastewater Treatment Plant, 1541 Saratoga. The Contractor would be required to haul and handle the material to, at and from the facility as well as the restoration of drying beds. Restoration of the drying beds includes the removal of all the de-watered material and the replacement of the existing sand bed with new sand. All work required within the treatment plant, including the replacement of sand shall be in accordance with the requirements set forth by the Plant Supervisor. The use of the drying beds would be subject to prior approval of the facility and the associated de-watering fees.

If the City's facilities are used for de-watering or disposal of waste, the Contractor shall be responsible for making contact with the appropriate Solid Waste or Wastewater Officials or both, making all arrangements for the use of City facilities, scheduling of delivery and pickup, etc. Materials and handling operations shall meet the requirements set forth by said Officials. Failure to meet these requirements shall be cause for rejection of the materials by either the landfill or the treatment plant operations. Proper disposal of this waste shall be responsibility of the Contractor. The Contractor shall provide the Engineer with written documentation of the proper disposal of this waste.

# 3. MEASUREMENT & PAYMENT:

Unless indicated otherwise in the Proposal, This work shall be considered subsidiary to the project.

# SECTION 027606 SANITARY SERVICE LINES

# 1. SCOPE

This specification governs all work and materials necessary to construct the Sanitary Services Lines required to complete the project. Sanitary Service Lines are those lines, constructed in public ROW, from the service tee on the main up to and including the clean-out at the property line.

#### 2. MATERIALS:

Pipe and fittings for sanitary service lines shall be PVC in accordance with ASTM D2665 and ASTM D3311 with a minimum size of 4 inches. Solvent cement for PVC shall comply with ASTM D2564. No co-mingling of different materials except through the use of proper adaptors. Adaptors shall have a stainless steel or fiberglass shear ring.

# 3. CONSTRUCTION METHODS:

Where possible, service tees or wys shall be placed along the main as required for services (no taps).

The minimum size pipe for services shall be 4" diameter for residential and 6" for commercial. Minimum slopes for 4" and 6" pipes shall be 1/8 (S=0.01) and 1/16 (S= 0.005) inches per foot respectively. Sanitary sewer service lines shall cross under water mains

The Contractor shall be responsible for establishing alignment and maintaining grade for the proposed service.

Trenches shall be excavated in such a manner which will minimize damage to surface improvements. After installation, the excavated material shall be tamped into the trench to a minimum of 95% Std. Proctor and the surface restored to a condition acceptable to the Engineer. Lines shall be bored, jetted, or jacked under sidewalks, driveways, and other such improved surfaces; unless authorized by the Engineer.

Service lines shall be leakage tested with the main sewer.

#### 4. MEASUREMENT & PAYMENT:

Unless indicated otherwise in the Proposal, Sanitary Service Lines shall be measured as individual units for each connection made to the main. Measurement shall include but not be limited to; the line from the tee on the main to, and including, the clean-out at the property line. Payment shall include all labor, materials, equipment, trench safety and incidentals necessary for Sanitary Service Lines required to complete the project.

# SECTION 027610 TELEVISED INSPECTION OF CONDUITS

# 1. SCOPE

This specification shall govern for all work, equipment, and materials required to provide for remote closed circuit television inspection and documentation of sanitary sewer or other lines as required in the plans and specifications.

# 2. INSPECTION CONDITIONS

Closed circuit television inspection will typically be done under one or more of the conditions listed below, as called for elsewhere in the plans and specifications.

# 2.1 <u>Inspection and Documentation of Existing Line for Evaluation:</u>

Upon completing cleaning operations on an existing line, a closed circuit television camera will be pulled through each line segment. The intent of this process is to carefully inspect the interior of the existing line and obtain detailed information for further study. The Contractor shall provide the Engineer with a television report log, and a color professional grade VHS format video tape recorded in standard play (SP) mode for each line or line segment inspected. The log shall consist of observations recorded on television inspection forms, and shall specifically indicate items such as deviations in line and grade, abnormal conditions of pipe barrel and joints, locations of dropped or broken taps, and locations and quantities of any sources of infiltration or inflow. The distance from the beginning point, such as a manhole in the case of sanitary sewers, shall be noted or each observation on the report forms.

# 2.2 Inspection & Documentation of Existing Lines Prior to Rehabilitation:

After point repairs or any problems along the line have been fixed and the line cleaned, a closed circuit television camera will be pulled through each line segment. The intent of this process is to carefully inspect the interior of the existing line to show that the line is in a condition to receive the liner. The Contractor shall provide the Engineer with a television report log, and a color professional grade VHS format video tape recorded in standard play (SP) mode for each line or line segment inspected. The log shall consist of observations recorded on television inspection forms. The distance from the beginning point, such as a manhole in the case of sanitary sewers, shall be noted for each observation made on the report forms.

#### 2.3 Inspection and Documentation of Lines after Rehabilitation:

Upon completion of the rehabilitation (Lining) of an existing line including any appurtenances such as manholes and tie ins in the case of sanitary sewers, a closed circuit television camera shall be pulled through each completed line segment. The intent of this process is to carefully inspect the interior of the rehabilitated line to determine the location and extent of any unacceptable work. The Contractor shall provide the Engineer with a

television report log, and a color professional grade VHS format video tape recorded in standard play (SP) mode for each line or line segment inspected.

This log shall consist of observations recorded on television inspection forms, and shall indicate the internal condition of the rehabilitated line, and more particularly any deficiencies therein. The distance from the beginning point, such as manhole in the case of sanitary sewers, shall be noted for each observation made on report forms.

If a section or sections of line require additional work after the inspection described above, another inspection will be performed on the re-worked section or sections of line to determine if the work is now acceptable. A revised television report log and an updated video tape recording for these re-worked area inspections will also be required and will be furnished to the Engineer by the Contractor. This process will be repeated as required until it has been determined that the entire line is acceptable. Unless directed otherwise by the Engineer, the Contractor will be required to furnish a separate video tape for each inspection made as well as a tape showing the entire length of the completed line in sequence.

# 2.4 New Line Upon Completion:

Upon completion of the installation of the new line, including any appurtenances such as manholes in the case of sanitary sewers, a closed circuit television camera shall be pulled through each completed line segment. The intent of this process is to carefully inspect the interior of the completed line to determine the location and extent of any unacceptable work. The Contractor shall provide the Engineer with a television computer generated report log, and a color professional grade DVD recorded in standard play (SP) mode for each line or line segment inspected. This log shall consist of observations recorded on television inspection forms, and shall indicate the internal condition of the completed line and more particularly any deficiencies therein. The distance from the beginning point, such as a manhole in the case of sanitary sewers, shall be noted for each observation made on report forms.

If a section or sections of line require additional work after the inspection described above, another inspection will be performed in the re-worked section or sections of line to determine if the work is now acceptable. A revised television report log and an updated video tape recording for these re-worked area inspections will also be required, and will be furnished to the Engineer by the Contractor. This process will be repeated as required until it has been determined that the entire line is acceptable. Unless directed otherwise by the Engineer, the Contractor will be required to furnish a separate DVD for each inspection made as well as a DVD showing the entire length of the completed line in sequence.

# 3. MEASUREMENT AND PAYMENT

Unless indicated otherwise in the Proposal, this work shall not be measured for payment, and shall be considered subsidiary to the various other bid items in the contract.

# ATTACHMENT TO 027610 TELEVISED INSPECTION REPORT LOG

DATEOPERATOR	_ TIMI	E PROJECT	ENTRY POINT
EXIT POINT			LIVIIKI I OIIVI
EXISTING PIPE TYPETAPE NUMBER			
CAMERA STARTING FOOTAGE COMMENTS			
CAMERA FOOTAGE (DISTANCE FROM ENTRY POINT)		OBSERVATION / COMME	NTS

# SECTION 027611 CLEANING AND TELEVISED INSPECTION OF CONDUITS

# 1. SCOPE

This specification shall govern for all work, equipment, supervision and materials required to provide for cleaning and remote CCTV inspection and documentation of wastewater or other lines and manholes as required.

# **2. TECHNICAL REQUIREMENTS**

# 2.1 GENERAL

Closed circuit television inspection will typically be done under one or more of the conditions listed below. Requirements for on-screen labeling during each line segment set up, televising, video file labeling and hard copy inspection reports will be specifically addressed. The Contractor shall neither request nor receive assistance from the City, in the performance of work described in this specification. Unless otherwise specified and at Contractors expense, the Contractor shall provide for the control of wastewater flows and monitoring of the collection system for back-ups and surcharges, while flow control devices are in place.

It shall be the responsibility of the Contractor(s) to adhere to all applicable OSHA rules and regulations while performing any and all City-related projects or jobs (to include, but not necessarily limited to "Confined Space Entry".

#### 2.2 INSPECTION EQUIPMENT AND METHODS

Electronic media shall be used to record the condition of all the segments of the mains and the manholes, tap locations and unusual situations during inspection. The inspection imaging shall be made on color professional grade DVD format for each line segment. All observations will require both audio and on-screen display. The camera shall transit through the wastewater line in either direction at a speed not greater than 30 feet per minute, stopping as necessary to permit proper documentation of the wastewater line's condition. Lighting for the camera shall be suitable to allow a clear picture of the entire periphery of the pipe. A television camera with pan and tilt capability will be required. The camera, television monitor, and other components of the video systems shall be capable of producing picture quality to the satisfaction of the City.

The capture system shall have the capability of recording, digitizing and storing single frames of video images and "real time" live video, as well as collecting, storing and printing wastewater line inspection data for graphic display and report generation. The imaging capture system shall store digitized picture images, have the ability to export picture files to industry standard formats (jpg, bmp, and tif), be transferable to DVD and be printed at no cost to the City. Use of proprietary software is discouraged; however, if the Contractor provides the software and three licenses to the City, proprietary software COMPATIBLE with the City's GIS and existing database systems in use may be approved. However, in every case all observations will be recorded using the City approved PACP codes.

#### 2.3 FLOW CONTROL / BY-PASSING

This procedure will be used on all previously accepted (City owned) line segments. Except for new wastewater line acceptance inspections, the line shall be dewatered during inspection. A water jet cleaning unit will normally be running in the line in advance of the television camera to allow the highest quality picture available. Dewatering shall remove standing water and fog from the line segment to provide 360 degree view of the pipe being televised. Too high water level or the camera being submerged will be grounds for rejection of the inspection.

All wastewater flows from intersecting lines shall typically be controlled through the use of in-line plugs for vacuum trucks and are considered subsidiary to the inspection for all line sizes. Plugs in intersecting lines shall be installed by the Contractor with no assistance from the City. The Contractor shall also monitor the upstream system for back-ups and surcharges, which may lead to Sanitary Sewer Overflows (SSOs). The Contractor shall immediately report to the City Call Center (361) 826-2489 all sanitary sewer overflows. Flow Control devices shall be installed in accordance with all applicable OSHA requirements, including, but not necessarily limited to confined space protocol.

# 2.4 EVALUATION OF EXISTING LINES FOR POTENTIAL REPAIRS/REHABILITATION – PRE CCTV:

Cleaning and televising using a CCTV camera may be needed to traverse each line segment from manhole to manhole as specified in the work order. When an obstruction prevents the camera from proceeding, the obstruction will be recorded on the initial setup and a reverse setup will be attempted to view the pipe and obstruction from the other side. If the camera fails to pass through the entire section, the inspection shall be considered complete and no additional inspection will be required. However, the line segment evaluation form, as well as the graphic report, shall note full line length and the length traveled from each manhole set-up. All inspection efforts on the line segment will be recorded on the same tape / disk. The Contractor must exert all reasonable effort to televise the entire length of a segment of wastewater line, or to assist the repair crews with usable information for point repair. Prior to transiting the line the video display initially is to include upstream and downstream manhole numbers, pipe size / material, adjacent street names and the date. During the transit the display must show the continuous distance from the insertion manhole with an accuracy of +1% of the actual length to help mark observations on the report form. The video must have narrative documentation of notable observations. The Inspection Report shall consist of condition observations recorded using City-approved computer software generated formats, generally conforming to NASSCO and PACP codes. Specifically, items considered notable include: deviations in alignment and grade; abnormal conditions of the pipe barrel and joints; locations and quantities of any sources of infiltration or inflow; dropped, broken, properly / improperly installed service taps; debris, roots or other impediments to flow and any other condition that may prevent either the proper completion of the inspection, or affect any proposed rehabilitation process. Evaluation of existing lines includes associated manhole inspection.

# 2.5 EVALUATION AFTER REPAIRS / REHABILITATION POST CCTV:

Following repairs or rehabilitation to existing lines (by Contractor), a CCTV camera shall travel through required line segment to televise. The intent of this process is to inspect the interior of the line to determine the location of repairs, and extent of any unacceptable work. Prior to transiting the line, the video display initially is to include upstream and downstream manhole numbers, pipe size / material,

adjacent street names and the date. During the transit the display must show the continuous distance from the insertion manhole with an accuracy of +/- 1% of the actual length to help mark observations on the report form. Specifically, items such as detailed inspection of the repaired area using pan-and tilt equipment will be shown in the Inspection Report, including digital photographs of acceptable or inadequate and/or questionable work. The video must include narrative documentation of notable observations, and be cross referenced to the Inspection Report. The Inspection Report shall consist of condition observations recorded using City-approved computer-software generated formats conforming to NASSCO and PACP codes.

#### 2.6 NEW PIPELINE INSPECTION:

Upon completion of the installation of new lines, including any appurtenances such as manholes, service connections, etc., a CCTV camera shall traverse through each completed line segment. The intent of this process is to inspect the interior of the completed line to determine the location of service taps and extent of omissions and/or any unacceptable work on the pipeline or manholes, such as sags, infiltration, gapped joints, protruding gaskets, etc. Prior to transiting the line, the initial video shall initially include the upstream and downstream manhole designations, pipe size, project name and other pertinent information. When inspecting / documenting new wastewater line conditions, the Contractor must conduct a specific inspection for the presence of sags in the newly installed line. The approved method involves the use of an inclinometer on the camera. The belly tolerance is 5% or less for acceptable pipe installation. Any deviation from the 5% belly tolerance limit must be approved by the applicable Utility Operating Department.

The graphic report will note the start and stop of sags and approximate maximum depth. During the transit the display must show the continuous distance from the insertion manhole with an accuracy of +1% of the actual length to help mark observations on the Inspection Report form. The video must include narrative documentation of notable observations, and be cross referenced to the Inspection Report. The Inspection Report shall consist of condition observations recorded using approved computer-software generated formats. Specifically, items such as deviations in alignment and grade causing bellies / sags; abnormal conditions of the pipe barrel and joints; locations and quantities of any sources of infiltration or inflow; dropped, broken, properly / improperly installed service taps or any other condition that may assist the Utilities Department in determining the quality of the pipeline installation.

# 2.7 MANHOLE INSPECTION:

A CCTV camera shall traverse the manhole from top to bottom to record the condition of the manhole and invert for structural condition and sources of infiltration on the manhole and invert. The initial video display must show the entry manhole number, location / street address, date and depth.

a. The requirement is to commence capturing video at ground level. The video must be steady while panning and lowering to clearly record condition of the ring, corbel, the walls, and pipeline penetrations. The camera is to rotate during descent to inspect typical conditions and all penetrations. At the bottom of the manhole the complete invert will be inspected / viewed for infiltration and general condition. A washed out picture due to sunlight or shaking will be rejected for payment

b. This manhole information may be retained on the same DVD if the line segment is also being investigated, or, if inspection is issued as a separate work order, a separate DVD and report will be required. As with pipeline inspection, digital photographs of key points of note must accompany the report and DVD. These would include seals on pipeline penetration, infiltration locations and other anomalies.

c. The format of the Manhole Inspection Report will be as proposed by the Contractor and, following discussion, mutually approved by the Utilities Department and the Contractor. A sample form is included at the end of this specification. It will contain as a minimum:

location & I.D.number manhole diameter
manhole material depth of manhole
condition of ring / cover evidence of infiltration
condition of walls presence of inflow inhibitor
condition of pipe mouths presence of coatings
condition of invert location: street / easement

above invert penetrations

# 2.8 CCTV SET-UP:

a. A CCTV set-up includes all of the work, equipment, supervision, personnel, and materials needed to traverse a line segment.

#### 2.9 CCTV REVERSE SET-UP:

A CCTV reverse set-up is an attempt to view the line segment from the other side due to an obstruction encountered during the initial set-up.

# 3. CLEANING REQUIREMENTS

Clean ALL debris such as dirt, gravel, rocks, grease, roots and other organic/inorganic debris from existing lines and manholes to allow for inspection to proceed.

The Contractor will be required to clean the line segment using hydraulic equipment. The debris being removed from the pipeline shall be removed from the collection system at the receiving manhole, and not be allowed to be merely moved to the next line segment. Debris shall be properly disposed of in accordance with local, state and federal regulations. The Contractor shall have the option of dewatering debris removed from cleaning operations on this project at the Greenwood WWTP, located at 1541 Saratoga Blvd., Corpus Christi, Texas 78415. The Contractor shall coordinate with the City Utilities Department at all times (see also City Standard Specification Section 027604 Disposal of Waste from Wastewater Cleaning Operations.

The City has six drying beds, each with a 1-foot high containment wall each with an area of about 2,300 square feet. The Contractor would be required to haul and handle the material to, at and from the facility as well as the restoration of drying beds. Restoration of the drying beds includes the removal of all the de-watered material and the replacement of the existing sand bed with new sand. All work required within the treatment plant, including the replacement of sand shall be in accordance with the requirements set forth by the Plant Supervisor. The use of the drying beds would be subject to prior approval of the facility and the associated de-watering fees.

If the City's facilities are used for de-watering or disposal of waste, the Contractor shall be responsible for making contact with the appropriate Solid Waste or Wastewater Officials or both, making all arrangements for the use of City facilities, scheduling of delivery and pickup, etc. Materials and handling operations shall meet the requirements set forth by said Officials. Contractor shall coordinate with the Wastewater Pre-Treatment Coordinator to acquire the appropriate manifest documentation and shall also provide a copy of the landfill disposal weight ticket/receipt to the Engineer. Failure to meet these requirements shall be cause for rejection of the materials by either the landfill or the treatment plant operations. Proper disposal of this waste shall be responsibility of the Contractor. The Contractor shall provide the Engineer with written documentation of the proper disposal of this waste. The Contractor shall not be paid until this documentation is provided.

# 4. DELIVERABLES

The Contractor is required to provide the Engineer both narrated CCTV DVD and computer software-generated Inspection Report products, as a result of each inspection. Acceptable submissions become the property of the City.

a. Quality Control: camera distortion, inadequate lighting, dirty or submerged lens and blurry or hazy pictures determined to be the fault of the Contractor will be cause for rejection of the inspection effort. If the quality of the deliverables does not meet with City approval, the Contractor shall repeat the documenting process at no cost to the City.

b. DVD: for each inspection, one properly labeled color, professional grade, DVD, recorded in standard play (SP) mode, will be required. The DVD will display continuous distance from the insertion manhole, and include narrative observations at notable points, with correlating information shown in the Inspection Report. Labeling of the DVD(s) will include, either typed or neatly printed the following information on the dust cover:

Project Name Street Name Tape Number

Contractor Upstream MH # Downstream MH #

Date Survey / Post / New Work Order #

Pipe Size Material Project #

c. Inspection Reports: inspection reports are to be from City-approved and software-generated formats on 8½" x 11" paper, in color to improve definition of problem areas, and delivered with the DVD. Each report shall include the same information as noted for the DVD labels, plus the following additional information: pipe diameter, pipe material, manhole diameters & depths, whether this is a "reverse" set-up, direction of flow arrow, and total length of the pipeline. Notable observations are to be shown in the report as digital color photos, with up to four images per page. One report is required for each line segment. Note that the final approval for the use of the Contractor's proposed software will be needed before the first inspection. The Contractor shall submit to the City a sample of the proposed report for review and approval by the City.

# **5. MEASUREMENT AND PAYMENT**

Unless otherwise specified on the Proposal, Pre-CCTV (Cleaning and Televised Inspection of existing lines to potentially be rehabilitated) and Post CCTV (Televised Inspection for acceptance of new lines or rehabbed lines) of Wastewater Lines shall not be measured for pay, but will be considered subsidiary to the appropriate bid item. Cleaning and Televised Inspection of Wastewater Lines includes an inspection of all manholes entered, crossed, or associated with the line being inspected. Reverse CCTV Set-Up shall not be allowed for acceptance televising as obstructions should not be encountered in new pipe that would require the Contractor to relocate to another manhole (upstream or downstream) of the original manhole.

# SECTION 027614 CURED-IN-PLACE-PIPE (CIPP) FOR REHABILITATION OF GRAVITY WASTEWATER LINE

# 1. SCOPE

This specification shall govern for all work necessary for installing CIPP required to complete the project.

# 2. REFERENCE SPECIFICATIONS

This specification references ASTM D5813, ASTM F1216, ASTM D 2122, ASTM C581, and ASTM D790 which is made a part hereof by such reference and shall be the latest edition and revision thereof. ASTM F1216 - Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube, shall govern when not addressed by this specification.

# 3. GENERAL

The CIPP shall be installed in an existing pipe and designed to provide chemical resistance, prevent exfiltration and infiltration, and support all external loads acting on it. The process is defined as the rehabilitation of wastewater lines by pull-in or inversion of a thermosetting resin impregnated flexible tube into existing wastewater pipe, with one layer or more, capable of carrying resin, withstand installation pressure and curing temperature, utilizing a water column. Curing is accomplished by circulating hot water (or other approved fluid) throughout the length of the new tube to cure the thermosetting resin into a hard impermeable pipe with the plastic coated outer layer that is compatible with the resin system used. The new pipe shall extend the full length of the original pipe (i.e. from manhole to manhole), and shall provide a structurally sound, jointless, closefitting, Cured-In-Place-Pipe without delamination or lifts, and with uniformly smooth interior providing hydraulic flow equal to or greater than the existing wastewater pipe in original condition.

# 4. MATERIALS

Only materials from pre-approved manufacturers shall be allowed for this work. Pre-approved manufacturers are, Insituform, Inliner, and U-liner.

CIPP shall be properly sized Type III cured-in-place thermosetting resin wastewater pipe in accordance with ASTM D5813. The tube shall consist of one or more layers of flexible needled felt or an equivalent nonwoven or woven material or a combination of nonwoven and woven materials, capable of carrying resin, withstanding installation pressures and curing temperatures. The flexible felt fiber tube shall be fabricated to a size that when installed it will neatly fit the internal circumference of the existing pipe specified by the Engineer. An allowance shall be made for some circumferential stretching during inversion. The minimum length shall effectively span the distance from the inlet to the outlet of the respective manholes unless otherwise specified. The Contractor shall verify the circumference of the host pipe and the lengths in the field before impregnation of the tube with the resin. Individual insertion runs can be made over one or more manhole sections as determined in the field by the Contractor and approved by the qualified factory field service representative and Construction Engineer.

<u>4.1 Tube</u>: The tube shall consist of one or more layers of flexible needled felt or an equivalent nonwoven or woven material or a combination of nonwoven and woven materials that are compatible with the resin system used and are capable of supporting and carrying resin. The tube shall be capable of

withstanding installation procedures and curing temperatures. Longitudinal and circumferential joints between multiple layers of a tube should be staggered to not overlap. The tube shall be fabricated to fit its final in-place position in the existing pipe, with allowance for stretch as recommended by the tube manufacturer. The elongation or expansion of the flexible tube during installation, both longitudinally and circumferentially should be limited to 5-10% to minimize reduction of the finished wall thickness.

<u>4.2 Tube Coating</u>: The inside or outside surface, or both, of the tube shall be coated with a plastic flexible material that is compatible with the tube and the resin system used. The coating shall allow visual inspection of the proper impregnation of the tube fabric with resin. The final inside flexible plastic coating will form the inner layer of the finished pipe and is required to contain the impregnated resin in the tube.

<u>4.3 CIPP Wall</u>: The layers which constitute the pipe wall must be such that when the thermosetting resin cures the Cured-In-Place-Pipe has no delamination, dry spots or lifts.

The minimum allowable wall thickness for CIPP shall be per Table 1 and as directed by the Engineer after review of TV inspection. (Table 1)

H (Ft)		DR		
	Sound Host Pipe	Deteriorated Host Pipe	(in.)	
<10	60	50	-	
10-15	50	40	T= <u>D</u> DR	
15-20	45	35		
20-25	40	30		
>25	40	25		

When cured, the CIPP must form a mechanical bond with the conduit and the wall color of the interior pipe surface of the CIPP after installation shall be a light reflective color so that a clear detailed examination with closed circuit television inspection equipment may be made. Unless otherwise specified, the Contractor shall furnish a general purpose, unsaturated, polyester resin, and catalyst system compatible with the inversion or pull-in process that provides cured physical strengths specified herein. The existing sewers, where designated or required shall be lined using material and workmanship which can be adapted to the restrictions of the work site. 027614 Page 3 of 8 Rev. 10-30-2014 The Contractor shall not begin this phase of the work until there is sufficient material on hand to complete the job and required submittals as per 4.4 are submitted to the qualified factory field service representative and Construction Engineer, prior to use of the lining material.

<u>4.4 Submittal</u>: The following items shall have submittals and shall be in conformance with the requirements of Special Provisions.

#### 4.4.1 RESIN:

- a. Submit technical data sheet showing physical and chemical properties for the proposed resin to be used in the project.
- b. Submit test results to show compliance with ASTM C581 Standard Practice for Determining Chemical Resistance of Thermosetting Resins Used in Glass Fiber Reinforced Structures Intended for Liquid Services.

#### 4.4.2 TUBE:

a. Submit technical data sheet showing physical properties.

# 4.4.3 CIPP:

- a. Prepare and submit curing schedule.
- b. Submit copies of curing log sheets with temperature reading prior to curing, during curing and during cool down for each installation section. Must be submitted at least weekly.
- c. Submit, copies of all test results performed by the Contractor's Independent Testing Laboratory for test listed in Section 9, testing.
- d. Submit Contractor's Quality Control Plan and/or Procedures showing control conditions used during impregnation of the resin to ensure proper materials and proper dispersion is achieved in the wet out process.
- e. Submit pre-installation TV inspection video after cleaning, and Acceptance TV inspection video after rehabilitation as per City Standard Specification Section 027611.

#### 5. CONSTRUCTION METHODS

- <u>5.1 Pre-Installation Procedures</u>: The following installation procedures shall be adhered to unless otherwise approved by the City's Engineer.
- <u>5.1.1 Safety</u>: The Contractor shall carry out his operations in strict accordance with all applicable OSHA standards. Particular attention is drawn to those safety requirements involving work on an elevated platform and entry into a confined space or the use of steam.
- <u>5.1.2 Access</u>: It shall be the responsibility of the Contractor to locate and designate all manhole access points open and accessible for the work, and provide rights of access to these points. Traffic routing shall be per traffic control plan approved by the City Traffic Engineer. If a street must be closed to traffic because of the orientation of the sewer, the Contractor shall submit a proposed traffic control and detour plan for approval to the City Traffic Engineer. 027614 Page 4 of 8 Rev. 10-30-2014 5.1.3 Pre-Installation Cleaning: It shall be the responsibility of the Contractor to remove all debris that is located within the wastewater pipe. The Contractor is responsible for the disposal of all debris removed from the sewers during the cleaning operation per City Standard Specification Section 027604. 5.1.4 Pre-Installation Inspection: Inspection of wastewater pipe shall be performed by experienced personnel trained in locating breaks, obstacles and service connections by closed circuit television inspection. The interior of the pipe shall be carefully inspected to determine that the line is free any conditions which

may prevent proper installation of the CIPP. A videotape and log per Section City Standard Specification Section 027611 shall be submitted to the Engineer prior to installation.

- <u>5.1.5 Bypassing Wastewater</u>: The Contractor shall provide for continuous sewage flow as necessary. Bypass pumping shall be made by plugging the line upstream and pumping the flow into a downstream manhole or adjacent system. The pump and bypass lines shall be of adequate capacity and size to handle the flow. Discharge into storm sewer shall not be allowed. All bypass pumping must be per City Standard Specification Section 027200 Control of Wastewater Flows.
- 5.1.6 Point Repairs & Line Obstructions: It shall be the responsibility of the Contractor to clear the line of obstructions such as solids, roots protruding service or other obstruction that would impede flow thru the CIPP. Displaced joints, missing portions of pipe or other occurrences that may not be rectified by thru-the-pipe methods shall be repaired as a point repair, when directed by the Engineer. The Contractor shall make a point repair excavation to uncover and remove or repair the obstruction. PVC pipe, in accordance with City Standard Specification Section 027602 Gravity Wastewater Lines, shall be used as a host replacement pipe for the CIPP.
- <u>5.1.7 Service</u>: The Contractor shall maintain continuous wastewater service without disruptions.
- <u>5.1.8 Public Notification</u>: A public notification program shall be implemented and shall, as a minimum, require the Contractor to be responsible for contacting each home or business connected to the wastewater line and informing them of the work to be conducted, and when their wastewater service will be affected. The Contractor shall provide the following:
- 5.1.8.1 Written notice to be delivered to each home or business describing the work, schedules, how it affects them, and a local telephone of the Contractor they can call to discuss the project or any problems which could arise.
- 5.1.8.2 Personal contact and attempted written notice the day prior to the beginning of work being conducted on the section relative to the residents affected.
- 5.1.8.3 Personal contact with any home or business which cannot be reconnected within the time stated in the written notice.

#### **6. INSTALLATION PROCEDURES**

6.1 Wet-Out: The Contractor shall identify the location where the tube will be impregnated ("wetout") with resin using distribution rollers and vacuum to saturate the tube felt fiber thoroughly prior to installation. The Contractor shall allow the qualified factory field service engineer and Construction Engineer to inspect the materials and wet-out procedure at the designated location. A catalyst system or additive compatible with the resin and the tube shall be used. The amount of resin used for tube impregnation shall be sufficient to fill the volume of air voids in the tube with additional allowances for polymerization shrinkage and the loss of resin through cracks and irregularities in the original pipe wall. Handling of the resin-impregnated flexible tube to prevent resin setting until it is ready for insertion and during installation shall be the responsibility of the Contractor. A vacuum impregnation process shall be used. To ensure a thorough wet-out, the point of vacuum shall be as recommended by the manufacturer and per ASTM F1216.

6.2 Insertion: The wetted tube shall be inserted through an existing manhole or other approved access by means of an inversion or pull-in process and the application of a water column sufficient to fully extend it to the next designated manhole or termination point. The tube end shall initially be turned inside out and attached to a platform ring or standpipe. The inversion water column will be adjusted to be of sufficient height to cause the impregnated tube to invert from manhole-to-manhole and hold the tube tight against the existing pipe wall, to produce dimples at side connections, and flared ends at the manholes. If the pull-in method is used, the impregnated primary liner is towed into the host pipe through the existing manhole with a cable winch. The primary liner shall be floated into place virtually eliminating stresses on the material. Proper lubrication may be needed for longer and thicker liners. The secondary liner should then be inverted with the column of water to inflate the primary liner. This may extrude small amount of resin through the perforations of the outer coating of the primary liner. For the pull-in method, insertion of the new liner shall in no case exceed 800 linear feet.

<u>6.3 Curing</u>: After the insertion is completed, the Contractor shall supply a suitable heat source and water recirculation system capable of delivering hot water uniformly throughout the section to effect a consistent cure of the resin. The curing temperature shall be that recommended by the resin/catalyst system manufacturer and shall be maintained at such temperature. The Contractor shall follow a schedule to cure the liner and submit the schedule to the Engineer. The heat source shall be fitted with suitable monitors to gauge the temperature of the incoming and outgoing water supply. Another such gauge shall be placed between the impregnated tube and the invert of the original pipe at the manhole(s) to determine the temperature during the resin curing process. The Contractor shall continue uninterrupted heating until the desired temperature is achieved, shall accurately measure temperatures at both ends of the pipe and maintain a curing log of CIPP temperatures at the upstream and downstream manholes during curing to document that proper temperatures and cure times have been achieved. Initial cure shall be considered completed when the exposed portions of the CIPP appear to be hard and the remote temperature sensing device indicates the cure period to be of adequate duration as recommended by the resin/catalyst system manufacturer and modified for the inversion process.

<u>6.4 Cool-Down</u>: The Contractor shall cool the hardened CIPP to a temperature below 100 degrees Fahrenheit before relieving the water column. Cool water may be added to the water column while draining hot water from a small hole at the opposite end of the CIPP so that a constant water column height is maintained until cool-down is completed. Care shall be taken in the release of the water column so that a vacuum will not be developed that could damage the newly installed CIPP. Do not discharge water in excess of 100 degree Fahrenheit into the wastewater system.

<u>6.5 Warranty</u>: The finished CIPP shall be continuous over the entire length of an inversion run and be free from visual defects such as foreign inclusions, dry spots, pinholes, lifts and delamination. It shall also meet the leakage requirements or pressure test specified below. The finished CIPP shall be warranted for one year after the acceptance of the Project. During the warranty period any defects which will affect the integrity or strength of the CIPP shall be repaired at the Contractor's expense in a manner mutually agreed to by the City and the Contractor.

# 7. SEALING OF MANHOLES

If the CIPP fails to make a tight seal at a manhole, the Contractor shall apply a seal at that point. The seal shall be of a material compatible with the CIPP material. Do not leave any annular gaps. Seal the annular space with a 1/2 inch diameter activated oakum band soaked in chemical sealant. Seal any annular

spaces greater than 1/2 inch with manhole wall repair material. Finish off the seal with a non-shrink all solids epoxy placed around the pipe opening from inside the manhole in a band at least 4 inches wide. Complete the sealing procedure for each liner segment immediately after the liner is cured.

# 8. SERVICE CONNECTIONS

After the CIPP has been cured in place, the Contractor shall reopen the existing active service connections as designated by the Engineer. This shall generally be done without excavation, and in the case of non-man entry pipe, from the interior of the pipeline by means of a television camera and a robotic cutting device that reestablishes the service connection to not less than 100% capacity. Cutting devices that use high pressure water shall not be used since they may cause damage to the service. When fiberglass or other reinforcing fibers are used, that may cause wicking at service openings, the service opening edges must be sealed with a resin mixture compatible with the tube resin. The Contractor shall certify he has a minimum of two complete working cutter units plus spare key components on the site before each insertion.

# 9. TESTING

- 9.1 Chemical Resistance: The CIPP shall meet the chemical resistance requirements of ASTM F 1216, Appendix X2. The test specimens shall be capable of exposure for a minimum of one month at a temperature of 73.4°F. During this period the CIPP test specimens should lose no more than 20% of their initial flexural strength and flexural modulus when tested in accordance with Section 8 of ASTM F1216. In Appendix X2, Table X2.1 presents a list of chemical solutions that serve as a recommended minimum requirement for the chemical-resistant properties of CIPP in standard domestic wastewater applications. CIPP samples for testing shall be of tube and resin system similar to that proposed for actual construction. It is required that CIPP samples with and without plastic coating meet these chemical testing requirements.
- <u>9.2 Leakage Testing</u>: The water leakage testing of the CIPP shall be tested using an exfiltration test method, when directed by the Engineer. This test shall be in accordance with ASTM F 1216, 8.2.
- 9.3 Wall Thickness Test: This thickness shall be measured in accordance with ASTM D 2122.
- <u>9.4 Samples</u>: Per ASTM F 1216. 8.1, the preparation of two CIPP samples is required for each insertion segment. One sample from each of the following two methods:
- 9.4.1: The sample should be cut from a section of cured CIPP at an intermediate manhole or at the termination point that has been inverted or pull-in through a like diameter pipe which has been held in place by a suitable heat sink, such as sandbags.
- 9.4.2: The sample should be fabricated from material taken from the tube and the resin/catalyst system used and cured in a clamped mold placed in the down tube when circulating heated water is used and in the silencer when steam is used.
- 9.4.3: The samples for each of these cases should be large enough to provide a minimum of three specimens and a recommended five specimens for flexural testing and also for tensile testing, if applicable. The Short-term Flexural (Bending) Properties testing should be in accordance with Test Methods ASTM D 790 and shall have a minimum flexural modulus of 250 ksi and a minimum tensile strength of 2500 psi.

9.4.4: The samples taken for the measurement of the liner thickness shall be as described in this Specification, section 9.3.

# **10. POST INSPECTION**

Post CCN of the CIPP rehabilitated line is required for acceptance inspection.

#### 11. CLEAN-UP

Prior to acceptance, the Contractor shall clean and restore the project area affected by these operations.

# **12. PATENTS**

The insertion process is patented and is installed by licensed Contractors. The Contractor shall warrant to the City and his Engineer that the methods, materials and equipment used herein, where covered by license is furnished in accordance with such license and the prices included on the Bid Form include applicable royalties and fees in accordance with such license. The Contractor shall warrant and save harmless the City and his Engineer against all claims for patent infringement and any loss thereof.

# **13. MEASUREMENT AND PAYMENT**

Unless otherwise specified on the Bid Form, Cured-In-Place Pipe for rehabilitation shall be measured and paid for by the linear foot, for each size (Nominal Diameter, DR, and Height of cover over host pipe) specified, complete in place. The liner will be measured and paid for based on the distance between centers of upstream and downstream manholes. Point repairs for CIPP shall not be measured for pay but will be considered subsidiary to any CIPP bid item.

# SEEDING

# 1. DESCRIPTION

This specification shall govern all work necessary for tilling, fertilizing, planting seeds, mulching, watering and maintaining vegetation required to complete the project.

#### 2. MATERIALS

#### 2.1 FERTILIZER

All fertilizer shall be delivered in bags or clearly marked containers showing the analysis, name, trademark and warranty. The fertilizer is subject to testing by the State Chemist in accordance with the Texas fertilizer law. Fertilizer shall have an analysis of 12-12-12 (percent of nitrogen, phosphoric acid and potash) as determined by the Association of Official Agricultural Chemists. Fertilizer shall be free flowing and uniform in composition.

# 2.2 SEED

Seed shall be labeled and meet the requirements of the Texas Seed Law. Labels shall indicate purity, germination, name and type of seed. Seed furnished shall be of the previous season's crop, and the date of analysis shown on each bag shall be within twelve months of delivery to the project.

The quantity of "Commercial Seed" required to equal the quantity of "Pure Live Seed" shall be computed by the following formula:

Commercial Seed = Pure Live Seed x 10,000 % Purity x % Germination

The quantity of pure live seed and type required are indicated below. Mixture A or C shall be used for this project, depending on the time of the year planting is performed.

	<u>LB/ACRE OF PURE LIVE SEED</u> <u>FOR MIXTURES</u>					
COMMON NAME	SCIENTIFIC NAME	<u>A</u>	<u>B</u>	<u>C</u>		
Green Sprangletop	Leptochloa Dubia	1.4	1.4	-		
Sideoats Grama (premier)	Bouteloua Curtipendula	0.6	-	0.6		
Bermudagrass (Hulled)	Cynodon Dactylon	7.0	7.4	-		
Bermudagrass (Unhulled)	Cynodon Dactylon	-	-	30.0		
K-R Bluestem	Andropogon Ischaemum	1.2	1.2	1.5		
Buffalograss	<b>Buchloe Dactyloides</b>	-	4.2	-		
Annual Ryegrass	Lolium Multiflorum	5.0	5.0	20.0		

Mixture - A: Recommended for clay or tight soil planted between December 1 thru May 1.

Mixture - B: Recommended for sandy soil planted between December 1 thru May 1.

Mixture - C: Recommended for all soils planted between May 2 thru November 30.

#### 2.3 MULCH

Mulch shall be either the straw type or wood cellulose fiber type.

Straw Type mulch shall be of straw from stalks of domestic grain, Bermudagrass or cotton hulls, or other

approved by the Engineer.

<u>Wood Cellulose Fiber Type</u>- mulch shall have no growth inhibiting ingredients and shall be dried with a moisture content less that 10% by weight. Fibers shall be dyed an appropriate color to facilitate visual metering and application of mulch. The cellulose fiber shall be manufactured so that after addition and agitation in slurry tank with fertilizers, seeds and other approved additives, the fibers in the material will become uniformly suspended to form a homogeneous slurry; when sprayed on the ground, the material shall form a uniform cover impregnated with seeds; the cover shall allow added water to percolate to the underlying soil. The fiber material shall be supplied in packages of not more than 100 lb. gross weight and shall be marked by the manufacturer to indicate the dry weight content.

2.4 EQUIPMENT: The fertilizing, seeding and/or mulching operations shall be accomplished with equipment suitable to the required function. It shall be of current design and in good operating condition. Special seeding and mulching equipment must also meet the following requirements:

<u>Seeder</u> - Equipment for applying a seed-fertilizer mix shall be a hydraulic seeder designed to pump and discharge a waterborne, homogeneous slurry of seed and fertilizer. The seeder shall be equipped with a power driven agitator and capable of pressure discharge.

<u>Straw Mulch Spreader</u> - Equipment used for straw mulch application shall be trailer mounted, equipped with a blower capable of 2000 r.p.m. operation, and that will discharge straw mulch material through a discharge boom with spout at speeds up to 220 feet per second. The mulch spreader shall be equipped with an asphalt supply and application system near the discharge end of the boom spout. The system shall apply asphalt adhesive in atomize form to the straw at a predetermined rate. The spreader shall be capable of blowing the asphalt-coated mulch, with a high velocity airstream, over the surface at a uniform rate, forming a porous, stable erosion-resistant cover.

<u>Wood Cellulose Fiber Mulch Spreader</u> - Equipment used for this application of fertilizer, seeds, wood pulp, water and other additives shall have a built-in agitation system with sufficient capacity to agitate, suspend and homogeneously mix a slurry containing up to 40 lbs. of fiber plus the required fertilizer solids for each 100 gallons of water. It shall have sufficient agitation and pump capacity to spray a slurry in a uniform coat over the area to be mulched.

# 3. CONSTRUCTION METHODS

# 3.1 PREPARATION OF SEEDBED

The area to be treated along with requirements for seed, fertilizer and other treatments, shall be done as indicated on the drawings and as specified below.

Clearing – Refer to Standard Specification Section 021020, "Site Clearing and Stripping".

Grading - Refer to Standard Specification Section 021040, "Site Grading".

<u>Tilling</u> - The area to be seeded shall be tilled to a depth of 4 to 6 inches by disking, plowing, or other approved methods until soil condition is acceptable.

# 3.2 FERTILIZING

Fertilizer shall be uniformly applied at a rate of 400 lb/acre, after tilling. Fertilizing and seeding shall be done concurrently. If seeds and fertilizer are distributed in a water slurry, the mixture shall be applied to the area to be seeded within 30 minutes after all the components have come into contact.

#### 3.3 SEEDING

The seed mixture shall be uniformly distributed at the rate specified above.

<u>Broadcast Seeding</u> - Seed shall be placed with fertilizer, after tilling. After planting, the area shall be rolled on contour with a corrugated roller.

<u>Straw Mulch Seeding</u> - Seed shall be placed with fertilizer, after tilling. After placement of the seed and fertilizer mixture, straw mulch shall be uniformly placed at a rate of 2 tons per acre. As soon as the mulch has been spread, it shall be anchored to the soil a minimum depth of 3 inches by use of a heavy, dulled disk harrow, set nearly straight. Disks shall be set approximately 9 inches apart.

Straw Mulch with Asphalt Seeding - Seed, fertilizer and straw mulch shall be placed as described in "Straw Mulch Seeding" with the following two exceptions: 1) An asphalt-water emulsion shall be applied to the mulch near the discharge end of the boom spout at a rate of 300 to 600 gallons per acre. 2) Mechanical anchoring by disking will not be required.

<u>Asphalt Mulch Seeding</u> - The seed and fertilizer shall be placed as described for "Broadcast Seeding". After the area has been rolled, the area shall be watered sufficiently to assure a uniform moisture to a minimum depth of 4 inches. An asphalt-water emulsion shall be applied at a rate of 1500 to 1800 gallons per acre, immediately after watering. Asphalt shall be applied to the area in such a manner that a complete film is obtained and the finished surface shall be comparatively smooth.

<u>Wood Cellulose Fiber Mulch Seeding</u> - After tilling, mulch shall be applied. Wood cellulose fibers shall be added to the hydraulic seeder after the proportionate amounts of seed, fertilizer, water and other approved materials are added. Application shall be 1500 lb./acre on flats, 2000 lb./acre on slopes up to 3:1, and 2500 lb./acre on slopes steeper than 3:1. One hundred (100) pounds of fiber per acre shall be used when asphalt is to be applied over cellulose mulch. The mulch shall provide a uniform cover over the soil surface.

<u>Asphalt Over Wood Cellulose Fiber Mulch Seeding</u> - "Wood Cellulose Fiber Mulch Seeding" shall be done as described above. After mulch has been placed, an asphalt-water emulsion shall be uniformly spread over the mulch at a rate of 1200 gallons per acre.

#### 3.4 MAINTENANCE

The Contractor shall water, repair and reseed areas as required for a period of 45 days or until growth has been established, whichever is longer. This includes erosion damage. Maintenance does not include mowing or weed control, unless indicated on the plans. If at any time the seeded area becomes gullied or otherwise damaged, or the seeds have been damaged or destroyed, the affected portion shall be reestablished to the specified condition prior to acceptance of the work.

# 3.5 GUARANTEE

The Contractor shall assure 95% of the seeded area has established growth at 45 calendar days after seeding, unless indicated otherwise on the drawings. Where established, growth is defined as at least one plant per square foot with no bare spots larger than ten (10) square feet.

# 4. MEASUREMENT AND PAYMENT

This project is a lump sum bid. The work governed by this specification shall not be measured for pay, but shall be subsidiary to the project.

# SECTION 028300 FENCES RELOCATION

## 1. DESCRIPTION

This specification shall govern all work necessary to accomplish the relocation of any fence which needs to be moved to complete this project. The necessity and the time schedule for relocation of any given fence shall be determined by the Engineer.

#### 2. MATERIALS

Whenever possible, all or part of the existing fence materials shall be used in constructing the relocated fence. Any materials damaged or destroyed as a result of removal of the fence from its existing location shall be replaced with materials of equal or better quality.

# 3. CONSTRUCTION METHODS

It is the intent of this specification that fences be reconstructed to original condition (condition at time just prior to commencement of construction on this project). Unless otherwise specified, no fence shall be replaced until the area surrounding its new location has been worked to its finished grade. Any fence that is damaged while being removed shall be repaired prior to being reset.

# 4. MEASUREMENT& PAYMENT

Unless indicated otherwise in the Proposal, Fence Relocation shall be subsidiary to the other bid items.

**END OF SECTION** 

# SECTION 030020 PORTLAND CEMENT CONCRETE

#### 1. DESCRIPTION

This specification shall govern for the materials used; for the storing and handling of materials; and for the proportioning and mixing of concrete for culverts, manholes, inlets, curb and gutter, sidewalks, driveways, curb ramps, headwalls and wingwalls, riprap, and incidental concrete construction.

The concrete shall be composed of Portland cement, aggregates (fine and coarse), admixtures if desired or required, and water, proportioned and mixed as hereinafter provided.

#### 2. MATERIALS

#### 2.1 CEMENT

The cement shall be either Type I, II or III Portland cement conforming to ASTM Designation: C150, modified as follows:

Unless otherwise specified by the Engineer, the specific surface area of Type I and II cements shall not exceed 2000 square centimeters per gram (Wagner Turbidimeter – TxDOT Test Method Tex-310-D). For concrete piling, the above limit on specific surface area is waived for Type II cement only. The Contractor shall furnish the Engineer, with each shipment, a statement as to the specific surface area of the cement expressed in square centimeters per gram.

For cement strength requirements, either the flexural or compressive test may be used.

Either Type I or II cement shall be used unless Type II is specified on the plans. Except when Type II is specified on the plans, Type III cement may be used when the anticipated air temperature for the succeeding 12 hours will not exceed 60°F. Type III cement may be used in all precast prestressed concrete, except in piling when Type II cement is required for substructure concrete.

Different types of cement may be used in the same structure, but all cement used in any one monolithic placement shall be of the same type and brand. Only one brand of each type will be permitted in any one structure unless otherwise authorized by the Engineer.

Cement may be delivered in bulk where adequate bin storage is provided. All other cement shall be delivered in bags marked plainly with the name of the manufacturer and the type of cement. Similar information shall be provided in the bills of lading accompanying each shipment of packaged or bulk cement. Bags shall contain 94 pounds net. All bags shall be in good condition at time of delivery.

All cement shall be properly protected against dampness. No caked cement will be accepted.

Cement remaining in storage for a prolonged period of time may be retested and rejected if it fails to conform to any of the requirements of these specifications.

#### 2.2 MIXING WATER

Water for use in concrete and for curing shall be free from oils, acids, organic matter or other deleterious substances and shall not contain more than 1000 parts per million of chlorides as CL nor more than 1000 parts per million of sulfates as SO<sub>4</sub>.

Water from municipal supplies approved by the State Health Department will not require testing, but water from other sources will be sampled and tested before use in structural concrete.

Tests shall be made in accordance with the "Method of Test for Quality of Water to be Used in Concrete" (AASHTO Method T26), except where such methods are in conflict with provisions of this specification.

#### 2.3 COARSE AGGREGATE

Coarse aggregate shall consist of durable particles of gravel, crushed blast furnace slag, crushed stone, or combinations thereof; free from frozen material or injurious amount of salt, alkali, vegetable matter, or other objectionable material either free or as an adherent coating; and its quality shall be reasonably uniform throughout. It shall not contain more than 0.25 percent by weight of clay lumps, nor more than 1.0 percent by weight of shale, nor more than 5 percent by weight of laminated and/or friable particles when tested in accordance with TxDOT Test Method Tex-413-A. It shall have a wear of not more than 40 percent when tested in accordance with TxDOT Test Method Tex-410-A.

Unless otherwise specified on the plans, coarse aggregate will be subjected to five cycles of the soundness test in accordance with TxDOT Test Method Tex-411-A. The loss shall not be greater than 12 percent when sodium sulfate is used, or 18 percent when magnesium sulfate is used.

Permissible sizes of aggregate shall be governed by Table 4 and Table 1, except that when exposed aggregate surfaces are required, coarse aggregate gradation will be as specified on the plans.

When tested by approved methods, the coarse aggregate, including combinations of aggregates when used, shall conform to the grading requirements shown in Table 1.

TABLE 1
Coarse Aggregate Gradation Chart

#### Percent Retained on Each Sieve

Aggregate Grade No.	Nominal <u>Size</u>	2-½ <u>In.</u>	2 <u>In</u> .	1-½ <u>In.</u>	1 <u>In.</u>	3/4 <u>In.</u>	1/2 <u>In.</u>	3/8 <u>In.</u>	<u>No. 4</u>	<u>No. 8</u>
1	2 in.	0	0 to 20	15 to 50		60 to 80			95 to 100	
2 (467)*	1-½ in.		0	0 to 5		30 to 65		70 to 90	95 to 100	
4 (57)*	1 in.			0	0 to 5		40 to 75		90 to 100	95 to 100
8	3/8 in.						0	0 to 5	35 to 80	90 to 100

<sup>\*</sup>Numbers in parenthesis indicate conformance with ASTM C33.

The aggregate shall be washed. The Loss by Decantation (TxDOT Test Method Tex-406-A) plus the allowable weight of clay lumps, shall not exceed one percent, or the value shown on the plans, whichever is smaller.

#### 2.4 FINE AGGREGATE

Fine aggregate shall consist of clean, hard, durable and uncoated particles of natural or manufactured sand or a combination thereof, with or without a mineral filler. It shall be free from frozen material or injurious amounts of salt, alkali, vegetable matter or other objectionable material and it shall not contain more than 0.5 percent by weight of clay lumps. When subjected to the color test for organic impurities (TxDOT Test Method Tex-408-A), it shall not show a color darker than standard.

The fine aggregate shall produce a mortar having a tensile strength equal to or greater than that of Ottawa sand mortar when tested in accordance with TxDOT Test Method Tex-317-D.

Where manufactured sand is used in lieu of natural sand for slab concrete subject to direct traffic, the acid insoluble residue of the fine aggregate shall be not less than 28 percent by weight when tested in accordance with TxDOT Test Method Tex-612-J.

When tested by approved methods, the fine aggregate or combination of aggregates, including mineral filler, shall conform to the grading requirements shown in Table 2.

# TABLE 2 Fine Aggregate Gradation Chart

# Percent Retained on Each Sieve

Aggregate Grade No.	<u>3/8 In.</u>	<u>No. 4</u>	<u>No. 8</u>	<u>No. 16</u>	No. 30	No. 50	No. 100	No. 200
1	0	0 to 5	0 to 20	15 to 50	35 to 75	70 to 90	90 to 100	97 to 100

**NOTE 1:** Where manufactured sand is used in lieu of natural sand, the percent retained on the No. 200 sieve shall be 94 to 100.

**NOTE 2:** Where the sand equivalent value is greater than 85, the retainage on the No. 50 sieve may be 70 to 94 percent.

Fine aggregate will be subjected to the Sand Equivalent Test (TxDOT Test Method Tex-203-F). The sand equivalent shall not be less than 80 nor less than the value shown on the plans, whichever is greater.

For concrete Classes 'A' and 'C', the fineness modulus as defined below for fine aggregates shall be between 2.30 and 3.10.

The fineness modulus will be determined by adding the percentages by weight retained on the following sieves, and dividing by 100; Nos. 4, 8, 16, 30, 50 and 100.

#### 2.5 MINERAL FILLER

Mineral filler shall consist of stone dust, clean crushed sand, or other approved inert material.

#### 2.6 MORTAR (GROUT)

Mortar for repair of concrete shall consist of 1-part cement, 2-parts finely graded sand, and enough water to make the mixture plastic. When required to prevent color difference, white cement shall be added to produce the color required. When required by the Engineer, latex adhesive shall be added to the mortar.

### 2.7 ADMIXTURES

Calcium Chloride will not be permitted. Unless otherwise noted, air-entraining, retarding and water-reducing admixtures may be used in all concrete and shall conform to the following requirements:

A "water-reducing, retarding admixture" is defined as a material which, when added to a concrete mixture in the correct quantity, will reduce the quantity of mixing water required to produce concrete of a given consistency and will retard the initial set of the concrete.

A "water-reducing admixture" is defined as a material which, when added to a concrete mixture in the correct quantity, will reduce the quantity of mixing water required to produce concrete of a given consistency.

(a) <u>Retarding and Water-Reducing Admixtures</u>. The admixture shall meet the requirements for Type A and Type D admixture as specified in ASTM Designation: C494, modified as follows:

- (1) The water-reducing retarder shall retard the initial set of the concrete a minimum of 2 hours and a maximum of 4 hours, at a specified dosage rate, at a temperature of 90°F.
- (2) The cement used in any series of tests shall be either the cement proposed for specific work or a "reference" Type I cement from one mill.
- (3) Unless otherwise noted on the plans, the minimum relative durability factor shall be 80.

The air-entraining admixture used in the referenced and test concrete shall be neutralized Vinsol resin.

- (b) <u>Air-Entraining Admixture</u>. The admixture shall meet the requirements of ASTM Designation: C260, modified as follows:
  - (1) The cement used in any series of tests shall be either the cement proposed for specific work or a "reference" Type I cement from one mill.
  - (2) Unless otherwise noted on the plans, the minimum relative durability factor shall be 80.

The air-entraining admixture used in the referenced concrete shall be neutralized Vinsol resin.

#### 3. STORAGE OF CEMENT

All cement shall be stored in well-ventilated weatherproof buildings or approved bins, which will protect it from dampness or absorption of moisture. Storage facilities shall be ample, and each shipment of packaged cement shall be kept separated to provide easy access for identification and inspection.

The Engineer may permit small quantities of sacked cement to be stored in the open for a maximum of 48 hours on a raised platform and under waterproof covering.

#### 4. STORAGE OF AGGREGATE

The method of handling and storing concrete aggregate shall prevent contamination with foreign materials. If the aggregates are stored on the ground, the sites for the stockpiles shall be clear of all vegetation and level. The bottom layer of aggregate shall not be disturbed or used without recleaning.

When conditions require the use of two or more sizes of aggregates, they shall be separated to prevent intermixing. Where space is limited, stockpiles shall be separated by physical barriers.

Methods of handling aggregates during stockpiling and subsequent use shall be such that segregation will be minimized.

Unless otherwise authorized by the Engineer, all aggregate shall be stockpiled at least 24 hours to reduce the free moisture content.

#### 5. MEASUREMENT OF MATERIALS

The measurement of the materials, except water, used in batches of concrete, shall be by weight. The fine aggregate, coarse aggregate and mineral filler shall be weighed separately. Where bulk cement is used, it shall be weighed separately, but batch weighing of sacked cement will not be required. Where sacked cement is used, the quantities of material per batch shall be based upon using full bags of cement. Batches involving the use of fractional bags will not be permitted.

Allowance shall be made for the water content in the aggregates.

Bags of cement varying more than 3 percent from the specified weight of 94 pounds may be rejected, and when the average weight per bag in any shipment, as determined by weighing 50 bags taken at random, is less than the net weight specified, the entire shipment may be rejected. If the shipment is accepted, the Engineer will adjust the concrete mix to a net weight per bag fixed by an average of all individual weights which are less than the average weight determined from the total number weighed.

## 6. CLASSIFICATION AND MIX DESIGN

It shall be the responsibility of the Contractor to furnish the mix design, using a coarse aggregate factor acceptable to the Engineer, for the class(es) of concrete specified. The mix shall be designed by a qualified concrete technician to conform with the requirements contained herein and in accordance with the THD Bulletin C-11. The Contractor shall perform, at his own expense, the work required to substantiate the design, except the testing of strength specimens, which will be done by the Engineer. Complete concrete design data shall be submitted to the Engineer for approval.

It shall also be the responsibility of the Contractor to determine and measure the batch quantity of each ingredient, including all water, so that the mix conforms to these specifications and any other requirements shown on the plans.

In lieu of the above mix design responsibility, the Contractor may accept a design furnished by the Engineer; however, this will not relieve the Contractor of providing concrete meeting the requirements of these specifications.

Trial batches will be made and tested using all of the proposed ingredients prior to the placing the concrete, and when the aggregate and/or brand of cement or admixture is changed. Trial batches shall be made in the mixer to be used on the job. When transit mix concrete is to be used, the trial designs will be made in a transit mixer representative of the mixers to be used. Batch size shall not be less than 50 percent of the rated mixing capacity of the truck.

Mix designs from previous or concurrent jobs may be used without trial batches if it is shown that no substantial change in any of the proposed ingredients has been made.

The coarse aggregate factor shall not be more than 0.82, except that when the voids in the coarse aggregate exceed 48 percent of the total dry loose volume, the coarse aggregate factor shall not exceed 0.85. The coarse aggregate factor shall not be less than 0.70 for Grades 1, 2 and 3 aggregates.

If the strength required for the class of concrete being produced is not secured with the cement specified in Table 4, the Contractor may use an approved water-reducing or retarding admixture, or he shall furnish aggregates with different characteristics which will produce the required results. Additional cement may be

required or permitted as a temporary measure until the redesign is checked.

Water-reducing or retarding agents may be used with all classes of concrete at the option of the Contractor.

When water-reducing or retarding agents are used at the option of the Contractor, reduced dosage of the admixture will be permitted.

Entrained air will be required in accordance with Table 4. The concrete shall be designed to entrain 5 percent air when Grade 2 coarse aggregate is used and 6 percent when Grade 3 coarse aggregate is used. Concrete as placed in the structure shall contain the proper amount as required above with a tolerance of plus or minus 1.5 percentage points. Occasional variations beyond this tolerance will not be cause for rejection. When the quantity of entrained air is found to be above 7 percent with Grade 2 coarse aggregate or above 8 percent for Grade 3 coarse aggregate, additional test beams or cylinders will be made. If these beams or cylinders pass the minimum flexural or compressive requirements, the concrete will not be rejected because of the variation in air content.

#### 7. CONSISTENCY

In cases where the consistency requirements cannot be satisfied without exceeding the maximum allowable amount of water, the Contractor may use, or the Engineer may require, an approved water-reducing or retarding agent, or the Contractor shall furnish additional aggregates or aggregates with different characteristics, which will produce the required results. Additional cement may be required or permitted as a temporary measure until aggregates are changed and designs checked with the different aggregates or admixture.

The consistency of the concrete as placed should allow the completion of all finishing operations without the addition of water to the surface. When field conditions are such that additional moisture is needed for the final concrete surface finishing operation, the required water shall be applied to the surface by fog spray only, and shall be held to a minimum. The concrete shall be workable, cohesive, possess satisfactory finishing qualities, and of the stiffest consistency that can be placed and vibrated into a homogenous mass. Excessive bleeding shall be avoided. Slump requirements will be as specified in Table 3.

TABLE 3
Slump Requirements

Concrete Designation	Desired Slump	Max. Slump
Structural Concrete: (1) Thin-Walled Sections (9" or less)	4 inches	5 inches
(2) Slabs, Caps, Columns, Piers, Wall Sections over 9", etc.	3 inches	4 inches
Underwater or Seal Concrete	5 inches	6 inches
Riprap, Curb, Gutter and Other Miscellaneous Concrete	2.5 inches	4 inches

**NOTE:** No concrete will be permitted with slump in excess of the maximums shown.

#### 8. QUALITY OF CONCRETE

#### 8.1 GENERAL

The concrete shall be uniform and workable. The cement content, maximum allowable water-cement ratio, the desired and maximum slump and the strength requirements of the various classes of concrete shall conform to the requirements of Table 3 and Table 4 and as required herein.

During the process of the work, the Engineer will cast test cylinders or beams as a check on the compressive or flexural strength of the concrete actually placed.

A test shall be defined as the average of the breaking strength of two cylinders or two beams, as the case may be. Specimens will be tested in accordance with TxDOT Test Methods Tex-418-A or Tex-420-A.

Test beams or cylinders will be required as specified in the contract documents. For small placements on structures such as manholes, inlets, culverts, wingwalls, etc., the Engineer may vary the number of tests to a minimum of one for each 25 cubic yards placed over a several day period.

All test specimens, beams or cylinders, representing tests for removal of forms and/or falsework shall be cured using the same methods, and under the same conditions as the concrete represented.

"Design Strength" beams and cylinders shall be cured in accordance with THD Bulletin C-11.

The Contractor shall provide and maintain curing facilities as described in THD Bulletin C-11 for the purpose of curing test specimens. Provision shall be made to maintain the water in the curing tank at temperatures between 70°F and 90°F.

When control of concrete quality is by twenty-eight-day compressive tests, job control will be by seven-day compressive tests which are shown to provide the required twenty-eight-day strength, based on results from trial batches. If the required seven-day strength is not secured with the cement specified in Table 4, changes in the batch design will be made.

TABLE 4
Classes of Concrete

Class of Concrete	Sacks Cement per C.Y. (min.)	Minimum Compressive Strength (f'c) 28-Day(psi)	Min. Beam Strength 7-Day (psi)	Maximum Water-Cement Ratio (gal/sack)	Coarse Aggregate No.
A*	5.0	3000	500***	6.5	2-4-8****
B*	4.5	2500	417	8.0	2-4-8****
C*	6.0	3600	600***	6.0	1-2-4**
D	6.0	3000	500	7.0	2-4
S	6.5	4000	570	5.0	2-4

<sup>\*</sup>Entrained Air (slabs, piers and bent concrete).

- \*\*Grade 1 Coarse Aggregate may be used in foundation only (except cased drilled shafts).
- \*\*\*When Type II Cement is used with Class C Concrete, the 7-day beam break requirement will be 550 psi; with Class A Concrete, the minimum 7-day beam break requirement will be 460 psi.
- \*\*\*\*Permission to use Grade 8 Aggregate must have prior approval of the Engineer.

#### 9. MIXING CONDITIONS

The concrete shall be mixed in quantities required for immediate use. Any concrete which is not in place within the limits outlined in specification Section 038000 "Concrete Structures", Article "Placing Concrete-General", shall not be used. Retamping of concrete will not be permitted.

In threatening weather, which may result in conditions that will adversely affect the quality of the concrete to be placed, the Engineer may order postponement of the work. Where work has been started and changes in weather conditions require protective measures, the Contractor shall furnish adequate shelter to protect the concrete against damage from rainfall, or from freezing temperatures. If necessary to continue operations during rainfall, the Contractor shall also provide protective coverings for the material stockpiles. Aggregate stockpiles need be covered only to the extent necessary to control the moisture conditions in the aggregates to adequately control the consistency of the concrete.

#### **10. MIXING AND MIXING EQUIPMENT**

All equipment, tools, and machinery used for hauling materials and performing any part of the work shall be maintained in such condition to insure completion of the work underway without excessive delays for repairs or replacements.

The mixing shall be done in a batch mixer of approved type and size that will produce uniform distribution of the material throughout the mass. Mixers may be either the revolving drum type or the revolving blade type, and shall be capable of producing concrete meeting the requirements of these specifications.

After all the ingredients are assembled in the drum, the mixing shall continue not less than 1 minute for mixers of one cubic yard or less capacity plus 15 seconds for each additional cubic yard or portion thereof.

The mixer shall operate at the speed and capacity designated by the Mixer Manufacturers Bureau of the Associated General Contractors of America. The mixer shall have a plate affixed showing the manufacturer's recommended operating data.

The absolute volume of the concrete batch shall not exceed the rated capacity of the mixer.

The entire contents of the drum shall be discharged before any materials are placed therein for the succeeding batch.

The first batch of concrete materials placed in the mixer for each placement shall contain an extra quantity of sand, cement and water sufficient to coat the inside surface of the drum.

Upon the cessation of mixing for any considerable length of time, the mixer shall be thoroughly cleaned.

The concrete mixer shall be equipped with an automatic timing device which is put into operation when the skip is raised to its full height and dumping. This device shall lock the discharging mechanism and prevent emptying of the mixer until all the materials have been mixed together for the minimum time required, and

it shall ring a bell after the specified time of mixing has elapsed.

The water tank shall be arranged so that the amount of water can be measured accurately, and when the tank starts to discharge, the inlet supply shall cut off automatically.

Whenever a concrete mixer is not adequate or suitable for the work, it shall be removed from the site upon a written order from the Engineer and a suitable mixer provided by the Contractor.

Pick-up and thro-over blades in the drum of the mixer which are worn down more than 10 percent in depth shall be repaired or replaced with new blades.

Improperly mixed concrete shall not be placed in the structure.

Job mix concrete shall be concrete mixed in an approved batch mixer in accordance with the requirements stated above, adjacent to the structure for which the concrete is being mixed, and moved to the placement site in non-agitating equipment.

#### 11. READY-MIX PLANTS

#### 11.1 GENERAL

It shall be the Contractor's responsibility to furnish concrete meeting all requirement of the governing specification sections, and concrete not meeting the slump, workability and consistency requirements of the governing specification sections shall not be placed in the structure or pavement.

Ready-Mixed Concrete shall be mixed and delivered by means of one of the following approved methods.

- (1) Mixed completely in a stationary mixer and transported to the point of delivery in a truck agitator or a truck mixer operating at truck agitator or truck mixer agitation speed. (Central-Mix Concrete)
- (2) Mixed complete in a truck mixer and transported to the placement site at mixing and/or agitating speed (Transit-Mix Concrete), subject to the following provisions:
  - (a) Truck mixers will be permitted to transport concrete to the job site at mixing speed if equipped with double actuated counters which will separate revolutions at mixing speed from total revolutions.
  - (b) Truck mixers equipped with a single actuated counter counting total revolutions of the drum shall mix the concrete at the plant not less than 50 nor more than 70 revolutions at mixing speed, transport it to the job site at agitating speed and complete the required mixing before placing the concrete.
- (3) Mixed completely in a stationery mixer and transported to the job site in approved non-agitating trucks with special bodies. This method of transporting will be permitted for concrete pavement only.

#### 11.2 EQUIPMENT

# (1) <u>Batching Plant</u>

The batching plant shall be provided with adequate bins for batching all aggregates and materials required by the specifications.

Bulk cement shall be weighed on a scale separate from those used for other materials and in a hopper entirely free and independent of that used for weighing the aggregates.

#### (2) Mixers and Agitators.

(a) <u>General</u>: Mixers shall be of an approved stationary or truck-type capable of combining the ingredients into a thoroughly mixed and uniform mass.

Facilities shall be provided to permit ready access to the inside of the drum for inspection, cleaning and repair of blades.

Mixers and agitators shall be subject to daily examination for changes in condition due to accumulation of hardened concrete and/or wear of blades, and any hardened concrete shall be removed before the mixer will be permitted to be used. Worn blades shall be repaired or replaced with new in accordance with the manufacturer's design and arrangement for that particular unit when any part or section is worn as much as 10 percent below the original height of the manufacturer's design.

- (b) <u>Stationary Mixers</u>: These shall conform to the requirements of Article "Mixing and Mixing Equipment". Truck mixers mounted on a stationary base will not be considered as a stationary mixer.
- (c) <u>Truck Mixers</u>: In addition, truck mixers shall comply with the following requirements:

An engine in satisfactory working condition and capable of accurately gauging the desired speed of rotation shall be mounted as an integral part of the mixing unit for the purpose of rotating the drum. Truck mixers equipped with a transmission that will govern the speed of the drum within the specified revolutions per minute (rpm) will not require a separate engine.

All truck mixers shall be equipped with actuated counters by which the proper number of revolutions of the drum, as specified in Article 11. A. above, may be readily verified. The counters shall be read and recorded at the start of mixing at mixing speeds.

Each until shall have adequate water supply and accurate metering or gauging devices for measuring the amount used.

(d) <u>Agitators</u>: Concrete agitators shall be of the truck type, capable of maintaining a

thoroughly mixed and uniform concrete mass and discharging it within the same degree of uniformity specified for mixers. Agitators shall comply with all of the requirements for truck mixers, except for the actual mixing requirements.

### 11.3 OPERATION OF PLANT AND EQUIPMENT

Delivery of ready-mixed concrete shall equal or exceed the rate approved by the Engineer for continuous placement. In all cases, the delivery of concrete to the placement site shall assure compliance with the time limits in the applicable specification for depositing successive batches in any monolithic unit. The Contractor shall satisfy the Engineer that adequate standby trucks are available.

A standard ticket system will be used for recording concrete batching, mixing and delivery date.

Tickets will be delivered to the job inspector.

Loads arriving without ticket and/or in unsatisfactory condition shall not be used.

When a stationary mixer is used for the entire mixing operation, the mixing time for one cubic yard of concrete shall be one minute plus 15 seconds for each additional cubic yard or portion thereof. This mixing time shall start when all cement, aggregates and initial water have entered the drum. The mixer shall be charged so that some of the mixing water will enter the drum in advance of the cement and aggregate. All of the mixing water shall be in the drum by the end of the first one-fourth of the specified mixing time. Water used to flush down the blades after charging shall be accurately measured and included in the quantity of mixing water. The introduction of the initial mixing water, except blade wash down water and that permitted in this Article, shall be prior to or simultaneous with the charging of the aggregates and cement.

The loading of truck mixers shall not exceed 63 percent of the total volume of the drum. When used as an agitator only, the loading shall not exceed 80 percent of the drum volume.

When Ready-Mix Concrete is used, additional mortar (one sack cement, three parts sand and sufficient water) shall be added to the batch to coat the drum of the mixer or agitator truck, and this shall be required for every load of Class C concrete only and for the first batch from central mix plants.

A portion of the mixing water, required by the batch design to produce the desired slump, may be withheld and added at the job site, but only with permission of the Engineer and under his supervision. When water is added under the above conditions, it shall be thoroughly mixed as specified below for water added at the job site.

Mixing speed shall be attained as soon as all ingredients are in the mixer, and each complete batch (containing all the required ingredients) shall be mixed not less than 70 nor more than 100 revolutions of the drum at mixing speed except that when water is added at the job site, 25 revolutions (minimum) at mixing speed will be required to uniformly disperse the additional water throughout the mix. Mixing speed shall be as designated by the manufacturer.

All revolutions after the prescribed mixing time shall be at agitating speed. The agitating speed shall be not less than one (1) nor more than five (5) rpm. The drum shall be kept in continuous motion from the time mixing is started until the discharge is completed.

# 12. PLACING, CURING AND FINISHING

The placing of concrete, including construction of forms and falsework, curing and finishing, shall be in accordance with Standard Specification Section 038000 "Concrete Structures".

# **13. MEASUREMENT AND PAYMENT**

This project is a lump sum bid. The work governed by this specification shall not be measured for pay, but shall be subsidiary to the project.

**END OF SECTION** 

# SECTION 032020 REINFORCING STEEL

#### 1. DESCRIPTION

This specification shall govern the furnishing and placing of reinforcing steel, deformed and smooth, of the size and quantity designated on the plans and in accordance with these specifications.

#### 2. MATERIALS

Unless otherwise designated on the plans, all bar reinforcement shall be deformed, and shall conform to ASTM Designation: A615, Grades 40, 60 and 75, and shall be open hearth, basic oxygen, or electric furnace new billet steel.

Large diameter new billet steel (Nos. 14 and 18), Grade 75, will be permitted for straight bars only.

Where bending of bar sizes No. 14 or No. 18 of Grades 40 and 60 is required, bend testing shall be performed on representative specimens as described for smaller bars in the applicable ASTM Specification. The required bend shall be 90 degrees around a pin having a diameter of 10 times the nominal diameter of the bar.

Spiral reinforcement shall be smooth (not deformed) bars or wire of the minimum diameter shown on the plans, and shall be made by one or more of the following processes: open hearth, basic oxygen, or electric furnace. Bars shall be rolled from billets reduced from ingots and shall comply with ASTM Designation: A 306, Grade 65 minimum (references to ASTM Designation: A 29 is voided). Dimensional tolerances shall be in accordance with ASTM Designation: A 615, or ASTM Designation: A 615, Grade 40 or 60, except for deformations. Wire shall be cold-drawn from rods that have been hot-rolled from billets and shall comply with ASTM Designation: A 185.

In cases where the provisions of this specification are in conflict with the provisions of the ASTM Designation to which reference is made, the provisions of this specification shall govern.

Report of chemical analysis showing the percentages of carbon, manganese, phosphorus and sulphur will be required for all reinforcing steel when it is to be welded.

The nominal size and area and the theoretical weight of reinforcing steel bars covered by this specification are as follows:

Bar Size Number	<u>Nominal</u> <u>Diameter,</u> <u>In.</u>	Nominal Area, Sq. In.	Weight Per Linear Foot, Pounds
2	0.250	0.05	0.167
3	0.375	0.11	0.376
4	0.500	0.20	0.668
5	0.625	0.31	1.043
6	0.750	0.44	1.502
7	0.875	0.60	2.044
8	1.000	0.79	2.670
9	1.128	1.00	3.400
10	1.270	1.27	4.303
11	1.410	1.56	5.313
14	1.693	2.25	7.6
18	2.257	4.00	13.60

Smooth round bars shall be designated by size number through No. 4. Smooth bars above No. 4 shall be designated by diameter in inches.

When wire is ordered by gauge numbers, the following relation between number and diameter, in inches, shall apply unless otherwise specified:

<u>Gauge</u> <u>Number</u>	<u>Equivalent</u> <u>Diameter,</u> <u>Inches</u>	<u>Gauge</u> <u>Number</u>	<u>Equivalent</u> <u>Diameter,</u> <u>Inches</u>
0	0.3065	8	0.1620
1	0.2830	9	0.1483
2	0.2625	10	0.1350
3	0.2437	11	0.1205
4	0.2253	12	0.1055
5	0.2070	13	0.0915
6	0.1920	14	0.0800
7	0.1770		

#### 3. BENDING

The reinforcement shall be bent cold, true to the shapes indicated on the plans. Bending shall preferably be done in the shop. Irregularities in bending shall be cause for rejection.

Unless otherwise shown on the plans, the inside diameter of bar bends, in terms of the nominal bar diameter (d), shall be as follows:

Bends of 90 degrees and greater in stirrups, ties and other secondary bars that enclose another bar in the bend:

	Grade 40	Grade 60
#3, #4, #5	3d	4d
#6, #7, #8	4d	5d

All bends in main bars and in secondary bars not covered above:

	Grade 40	Grade 60	Grade 75
#3 thru #8	5d	6d	
#9, #10	5d	8d	
#11	5d	8d	8d
#14, #18	10d	10d	

## 4. TOLERANCES

Fabricating tolerances for bars shall be within 3 percent of specified.

#### 5. STORING

Steel reinforcement shall be stored above the surface of the ground upon platforms, skids or other supports, and shall be protected as far as practicable from mechanical injury and surface deterioration caused by exposure to conditions producing rust. When placed in the work, reinforcement shall be free from dirt, paint, grease, oil, or other foreign materials. Reinforcement shall be free from injurious defects such as cracks and laminations. Rust, surface seams, surface irregularities or mill scale will not be cause for rejection, provided the minimum dimensions, cross-sectional area and tensile properties of a hand wire crushed specimen meets the physical requirements for size and grade of steel specified.

#### 6. SPLICES

No splicing of bars, except when provided on the plans or specified herein, will be permitted without written approval of the Engineer.

Splices not provided for on the plans will be permitted, but not included for measurement, in Grade 40 bars only, sizes No. 8 and smaller, subject to the following:

For bars exceeding 40 feet in plan length, the center-to-center distance of splices shall not be less than 40 feet and no individual bar length shall be less than 10 feet. Splices will not be permitted in bars less than 40 feet in plan length. Splices which are not shown on the plans, but permitted hereby, shall be made in accordance with Table 1 below. The specified concrete cover shall be maintained at such splices and the bars placed in contact and securely tied together.

Splices will not be permitted in main reinforcement at points of maximum stress. When permitted in main bars, splices in adjacent bars will be staggered a minimum of two splice lengths.

<u>TABLE 1</u> <u>Minimum Lap Requirements</u>

<u>Lap</u>		<u>Uncoated</u>	<u>Coated</u>
Lap in inches	<u>&gt;</u>	40d	60d

Where: d = bar diameter in inches

Welding of reinforcing bars may be used only where shown on the plans or as permitted herein. All welding operations, processes, equipment, materials, workmanship and inspection shall conform to the requirements of the plans and to Standard Specification Section 050200 "Welding".

All splices shall be of such dimension and character as to develop the full strength of bar being spliced.

End preparation for butt welding reinforcing bars shall be done in the field. Delivered bars shall be of sufficient length to permit this practice.

For box culvert extensions with less than one foot of fill, the existing longitudinal bars shall have a 20-diameter lap with the new bars. For extensions with more than one foot of fill, a minimum of 6 inches lap will be required.

Unless otherwise shown on the plans, dowel bars transferring tensile stresses shall have a minimum embedment equal to the minimum lap requirements shown in Table 1. Shear transfer dowels shall have a minimum embedment of 12 inches.

#### 7. PLACING

Reinforcement shall be placed as near as possible in the position shown on the plans. Unless otherwise shown on the plans, dimensions shown for reinforcement are to the centers of the bars. In the plane of the steel parallel to the nearest surface of concrete, bars shall not vary from plan placement by more than one-twelfth of the spacing between bars. In the plane of the steel perpendicular to the nearest surface of concrete, bars shall not vary from plan placement by more than one-quarter inch. Cover of concrete to the nearest surface of steel shall meet the above requirements but shall never be less than one inch.

Vertical stirrups shall always pass around the main tension members and be attached securely thereto. The

reinforcing steel shall be spaced its required distance from the form surface by means of approved galvanized metal spacers, metal spacers with plastic coated tips, stainless steel spacers, plastic spacers, or approved pre-cast mortar or concrete blocks. For approval of plastic spacers on the project, representative samples of the plastic shall show no visible indications of deterioration after immersion in a 5 percent solution of sodium hydroxide for 120 hours.

All reinforcing steel shall be tied at all intersections, except that where spacing is less than one foot in each direction, alternate intersections only need be tied.

Before any concrete is placed, all mortar shall be cleaned from the reinforcement. Precast mortar or concrete blocks to be used for holding steel in position adjacent to formed surfaces shall be cast in molds meeting the approval of the Engineer and shall be cured by covering with wet burlap or cotton mats for a period of 72 hours.

The blocks shall be cast in the form of a frustum of a cone or pyramid with the smaller face placed against the forms.

A suitable tie wire shall be provided in each block, to be used for anchoring to the steel. Except in unusual cases, and when specifically otherwise authorized by the Engineer, the size of the surface to be placed adjacent to the forms shall not exceed two and one-half inches square or the equivalent thereof in cases where circular or rectangular areas are provided. Blocks shall be cast accurately to the thickness required, and the surface to be placed adjacent to the forms shall be a true plane free of surface imperfections.

Reinforcement shall be supported and tied in such manner that a sufficiently rigid case of steel is provided. If the cage is not adequately supported to resist settlement or floating upward of the steel, overturning of truss bars or movement in any direction during concrete placement, permission to continue concrete placement will be withheld until corrective measures are taken. Sufficient measurements shall be made during concrete placement to ensure compliance with the first paragraph of Article 7 of this specification.

Mats of wire fabric shall overlap each other sufficiently to maintain a uniform strength and shall be fastened securely at the ends and edges.

No concrete shall be deposited until the Engineer has inspected the placement of the reinforcing steel and given permission to proceed.

## **8. MEASUREMENT**

Unless specified otherwise this item shall be measured as a lump sum.

#### 9. PAYMENT

Payment shall be at the lump sum measurement. Payment shall be full compensation for all labor, material, and equipment necessary. To complete the work in accordance with the plans and this specification and shall be subsidiary to the bid item it's listed in.

### **END OF SECTION**

# SECTION 038000 CONCRETE STRUCTURES

#### 1. DESCRIPTION

This specification shall govern for construction of all types of structures involving the use of structural concrete, except where the requirements are waived or revised by other governing specifications.

All concrete structures shall be constructed in accordance with the design requirements and details shown on the plans; in conformity with the pertinent provisions of the items contracted for; the incidental specifications referred to; and in conformity with the requirements herein.

#### 2. MATERIALS

(1) <u>Concrete</u>. All concrete shall conform to the provisions of Standard Specification Section 030020, "Portland Cement Concrete".

The class of concrete for each type of structure or unit shall be as specified on the plans or by pertinent governing specifications.

#### (2) Expansion Joint Material.

- (a) <u>Preformed Fiber Material</u>. Preformed fiber expansion joint material shall be of the dimensions shown on the plans. At the Contractor's option, the material shall be one of the following types, unless otherwise noted on the plans:
  - Preformed Bituminous Fiber Materials shall meet the requirements of ASTM Designation: D1751 "Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types)".
  - Preformed Non-Bituminous Fiber Material shall meet the requirements of ASTM
    Designation: D1751 "Standard Specification for Preformed Expansion Joint Filler for
    Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous
    Types)", except that the requirements pertaining to bitumen content, density and
    water absorption shall be voided.
- (b) <u>Joint Sealing Materials</u>. Unless otherwise shown on the plans, joint sealing material shall conform to the following requirements. The material shall adhere to the sides of the concrete joint or crack and shall form an effective seal against infiltration of water and incompressibles. The material shall not crack or break when exposed to low temperatures.
  - Class 1-a. (Two-Component, Synthetic Polymer, Cold-Extruded Type). Curing is to be by polymerization and not by evaporation of solvent or fluxing of harder particles. This type is specifically designed for vertical or sloping joints and hence not self-leveling. It shall cure sufficiently at an average temperature of 77 degrees F ± 3 degrees F in a maximum of 24 hours. For performance requirements see under 2.(2)(b)2. below.

2. <u>Class 1-b.</u> (Two-Component, Synthetic Polymer, Cold-Pourable, Self-Leveling Type). Curing is to be by polymerization and not by evaporation of solvent or fluxing of harder particles. It shall cure sufficiently at an average temperature of 77 degrees F ± 3 degrees F in a maximum of 3 hours.

<u>Performance Requirements</u>: Class 1-a and Class 1-b joint materials, when tested in accordance with TxDOT Test Method Tex-525-C, shall meet the above curing times and the following requirements:

It shall be of such consistency that it can be mixed and poured, or mixed and extruded into joints at temperatures above 60 degrees F.

Penetration, 77º F.:
150 gm. cone, 5 sec., max., cm
Bond and Extension 75%, Oº F, 5 cycles:
Dry Concrete Blocks
Wet Concrete BlocksPass
Steel Blocks (Primed if specified by manuf.)Pass
Flow at 200º FNone
Water Content % by weight, max5.0
Resilience:
Original sample min. % (cured)50
Oven aged at 158º F min. %50
For Class 1-a Material Only:
Cold Flow (10 min.) None

- (c) <u>Asphalt Board</u>. Asphalt Board shall consist of two liners of 0.016-inch asphalt impregnated paper, filled with a mastic mixture of asphalt and vegetable fiber and/or mineral filler. Boards shall be smooth, flat and sufficiently rigid to permit installation. When tested in accordance with TxDOT Test Method Tex-524-C, the asphalt board shall not deflect from the horizontal more than one inch in three and one-half inches (1" in 3½").
- (d) <u>Rebonded Neoprene Filler</u>. Rebonded neoprene filler shall consist of ground closed-cell neoprene particles, rebonded and molded into sheets of uniform thickness, of the dimensions shown on plans.

Filler material shall have the following physical properties and shall meet the requirements of ASTM Designation: D1752 "Standard Specification for Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction", Type 1, where applicable:

<u>PROPERTY</u>	<u>METHOD</u>	<u>REQUIREMENT</u>
Color	ASTM D1752, Type 1	Black
Density	ASTM D1752, Type 1	40 lb./ft³ Min.
Recovery	ASTM D1752, Type 1	90% Min.
Compression	ASTM D1752, Type 1	50 to 500 psi
Extrusion	ASTM D1752, Type 1	0.25 inch Max.
Tensile Strength	ASTM D1752, Type 1	20 psi Min.
Elongation		75% Min.

The manufacturers shall furnish the Engineer with certified test results as to compliance with the above requirements and a 12 inch x 12 inch x 1 inch sample from the shipment for approval.

# (3) Curing Materials.

(a) Membrane curing materials shall comply with ASTM Designation: C309 "Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete", Type 1 clear or translucent, or Type 2 white-pigmented. The material shall have a minimum flash-point of 80 degrees F when tested by the "Pensky-Martin Closed Cup Method".

It shall be of such consistency that it can be satisfactorily applied as a fine mist through an atomizing nozzle by means of approved pressure spraying equipment at atmospheric temperatures above 40 degrees F.

It shall be of such nature that it will not produce permanent discoloration of concrete surfaces nor react deleteriously with the concrete or its components. Type 1 compound shall contain a fugitive dye that will be distinctly visible not less than 4 hours nor more than 7 days after application. The compound shall produce a firm, continuous, uniform moisture impermeable film free from pinholes and shall adhere satisfactorily to the surfaces of damp concrete. It shall, when applied to the damp concrete surface at the rate of coverage specified herein, be dry to the touch in not more than 4 hours, and shall adhere in a tenacious film without running off or appreciable sagging. It shall not disintegrate, check, peel or crack during the required curing period.

The compound shall not peel or pick up under traffic and shall disappear from the surface of the concrete by gradual disintegration.

The compound shall be delivered to the job only in the manufacturer's original containers, which shall be clearly labeled with the manufacturer's name, the trade name of the material, and a batch number or symbol with which test samples may be correlated.

The water retention test shall be in accordance with TxDOT Test Method Tex-219-F. Percentage loss shall be defined as the water lost after the application of the curing material was applied. The permissible percentage moisture loss (at the rate of coverage specified herein) shall not exceed the following:

24 hours after application..........2 percent 72 hours after application..........4 percent

Type 1 (Resin Base Only) curing compound will be permitted for slab concrete in bridge decks and top slabs of direct traffic culverts.

(b) Mat curing of concrete is allowed where permitted by Table 1 in this specification or where otherwise approved by the Engineer.

## 3. EXPANSION JOINTS

Joints and devices to provide for expansion and contraction shall be constructed where and as indicated herein or on the plans.

All open joints and joints to be filled with expansion joint material, shall be constructed using forms adaptable to loosening or early removal. To avoid expansion or contraction damage to the adjacent concrete, these forms shall be loosened as soon as possible after final concrete set to permit free movement without requiring full form removal.

Prior to placing the sealing material, the vertical facing the joint shall be cleaned of all laitance by sandblasting or by mechanical routing. Cracked or spalled edges shall be repaired. The joint shall be blown clean of all foreign material and sealed. Where preformed fiber joint material is used, it shall be anchored to the concrete on one side of the joint by light wire or nails, to prevent the material from falling out. The top one inch (1") of the joint shall be filled with joint sealing material.

Finished joints shall conform to the indicated outline with the concrete sections completely separated by the specified opening or joint material.

Soon after form removal and again where necessary after surface finishing, all projecting concrete shall be removed along exposed edges to secure full effectiveness of the expansion joints.

#### 4. CONSTRUCTION JOINTS

The joint formed by placing plastic concrete in direct contact with concrete that has attained its initial set shall be deemed a construction joint. The term "monolithic placement" shall be interpreted to mean at the manner and sequence of concrete placing shall not create construction joints.

Construction joints shall be of the type and at the locations shown on the plans. Additional joints will not be permitted without written authorization from the Engineer, and when authorized, shall have details equivalent to those shown on the plans for joints in similar locations.

Unless otherwise provided, construction joints shall be square and normal to the forms. Bulkheads shall be provided in the forms for all joints, except when horizontal.

Construction joints requiring the use of joint sealing material shall be as detailed on the plans. The material will be specified on the plans without referenced to joint type.

A concrete placement terminating at a horizontal construction joint shall have the top surface roughened

thoroughly as soon as practicable after initial set is attained. The surfaces at bulkheads shall be roughened as soon as the forms are removed.

The hardened concrete surface shall be thoroughly cleaned of all loose material, laitance, dirt or foreign material, and saturated with water so it is moist when placing fresh concrete against it. Forms shall be drawn tight against the placing of the fresh concrete.

#### 5. FORMS

(1) General. Except where otherwise specified, forms may be of either timber or metal.

Forms for round columns exposed to view shall be of steel, except that other materials will be allowed with written permission of the Engineer.

Forming plans shall be submitted to the Engineer for approval as specified. Forms shall be designed for the pressure exerted by a liquid weighing 150 pounds per cubic foot. The rate of placing the concrete shall be taken into consideration in determining the depth of the equivalent liquid. For job fabricated forms, an additional live load of 50 pounds per square foot shall be allowed on horizontal surfaces. The maximum unit stresses shall not exceed 125 percent of the allowable stresses used by the Texas Department of Transportation for the design of structures.

Commercially produced structural units used in formwork shall not exceed the manufacturer's maximum allowable working load for moment, shear or end reaction. The maximum working load shall include a live load of 35 pounds per square foot of horizontal form surface, and sufficient details and data shall be submitted for use in checking formwork details for approval.

Forms shall be practically mortar-tight, rigidly braced and strong enough to prevent bulging between supports, and maintained to the proper line and grade during concrete placement. Forms shall be maintained in a manner that will prevent warping and shrinkage.

Offset at form joints shall not exceed one-sixteenth of an inch (1/16").

Deflections due to cast-in-place slab concrete and railing shown in the dead load deflection diagram shall be taken into account in the setting of slab forms.

All forms and footing areas shall be cleaned of any extraneous matter before placing concrete.

Permission to place concrete will not be given until all such work is completed to the satisfaction of the Engineer.

If, at any stage of the work, the forms show signs of bulging or sagging, the portion of the concrete causing such condition shall be removed immediately, if necessary, and the forms shall be reset and securely braced against further movement.

(2) <u>Timber Forms</u>. Lumber for forms shall be properly seasoned, of good quality, and free from imperfections which would affect its strength or impair the finished surface of the concrete. The lumber used for facing or sheathing shall be finished on at least one side and two edges and shall be sized to uniform thickness.

Form lining will be required for all formed surfaces, except for the inside of culvert barrels, inlets and manholes; surfaces that are subsequently covered by backfill material or are completely enclosed; and, any surface formed by a single finished board. Lining will not be required when plywood forms are used.

Form lining shall be of an approved type such as Masonite or plywood. Thin membrane sheeting, such as polyethylene sheets, shall not be used for form lining.

Forms may be constructed of plywood not less than one-half inch in thickness, with no form lining required. The grain of the face plies on plywood forms shall be placed parallel to the span between the supporting studs or joists.

Plywood used for forming surfaces that remain exposed shall be equal to that specified as B-B Plyform Class I or Class II Exterior, of the U. S. Department of Commerce, National Bureau of Standards and Technology, latest edition.

Forms or form lumber to be reused shall be maintained clean and in good condition. Any lumber which is split, warped, bulged, marred, or has defects that will produce inferior work, shall not be used and, if condemned, shall be promptly removed from the work.

Studs and joists shall be spaced so that the facing form material remains in true alignment under the imposed loads.

Wales shall be spaced close enough to hold forms securely to the designated lines and scabbed at least 4 feet on each side of joints to provide continuity. A row of wales shall be placed near the bottom of each placement.

Facing material shall be placed with parallel and square joints and securely fastened to supporting studs.

Forms for surfaces receiving only an ordinary finish and exposed to view shall be placed with the form panels symmetrical, i.e., long dimensions set in the same direction. Horizontal joints shall be continuous.

Molding specified for chamfer strips or other uses shall be made of materials of a grade that will not split when nailed and which can be maintained to a true line without warping. Wood molding shall be mill cut and dressed on all faces. Unless otherwise provided, forms shall be filleted at all sharp corners and edges with triangular chamfer strips measuring three-quarter inch (3/4") on the sides.

Forms for railing and ornamental work shall be constructed to standards equivalent to first-class millwork. All moldings, panel work and bevel strips shall be straight and true with nearly mitered joints designed so the finished work is true, sharp and clean cut.

All forms shall be constructed to permit their removal without marring or damaging the concrete. The forms may be given a slight draft to permit ease of removal.

Metal form ties of an approved type or a satisfactory substitute shall be used to hold forms in place and shall be of a type that permits ease of removal of the metal as hereinafter specified.

All metal appliances used inside of forms for alignment purposes shall be removed to a depth of at least

one-half inch (1/2") from the concrete surface. They shall be made so the metal may be removed without undue chipping or spalling, and when removed, shall leave a smooth opening in the concrete surface. Burning off of rods, bolts or ties will not be permitted.

Any wire ties used shall be cut back at least one-half inch (1/2) from the face of the concrete.

Devices holding metal ties in place shall be capable of developing the strength of the tie and adjustable to allow for proper alignment.

Metal and wooden spreaders which are separate from the forms shall be removed entirely as the concrete is being placed.

Adequate clean-out openings shall be proved for narrow walls and other locations where access to the bottom of the forms is not readily attainable.

Prior to placing concrete, the facing of all forms shall be treated with oil or other bond breaking coating of such composition that it will not discolor or otherwise injuriously affect the concrete surface. Care shall be exercised to prevent coating of the reinforcing steel.

(3) <u>Metal Forms</u>. The foregoing requirements for timber forms regarding design, mortar-tightness, filleted corners, beveled projections, bracing, alignment, removal, reuse and wetting shall also apply to metal forms, except that these will not require lining, unless specifically noted on the plans.

The thickness of form metal shall be as required to maintain the true shape without warping or bulging. All bolt and rivet heads on the facing sides shall be countersunk. Clamps, pins or other connecting devices shall be designed to hold the forms rigidly together and to allow removal without injury to the concrete. Metal forms which do not present a smooth surface or line up properly shall not be used. Metal shall be kept free from rust, grease or other foreign materials.

#### **6. PLACING REINFORCEMENT**

Reinforcement in concrete structures shall be placed carefully and accurately and rigidly supported as provided in the specification Section 032020 "Reinforcing Steel". Reinforcing steel supports shall not be welded to I-beams or girders.

# 7. PLACING CONCRETE-GENERAL

The minimum temperature of all concrete at the time of placement shall be not less than 50 degrees F.

The consistency of the concrete as placed should allow the completion of all finishing operations without the addition of water to the surface. When conditions are such that additional moisture is needed for finishing, the required water shall be applied to the surface by fog spray only, and shall be held to a minimum amount. Fog spray for this purpose may be applied with hand operated fogging equipment.

The maximum time interval between the addition of cement to the batch and the placing of concrete in the forms shall not exceed the following:

Air or Concrete Temperature

**Maximum Time** 

Non-Agitated Concrete:

Above 80 degrees F 15 minutes

Up to 80 degrees F 30 minutes

Agitated Concrete:

Above 90 degrees F 45 minutes

75 degrees F to 90 degrees F 60 minutes

35 degrees F to 74 degrees F 90 minutes

The use of an approved retarding agent in the concrete will permit the extension of each of the above temperature-time maximums by 30 minutes for direct traffic culverts, and one hour for all other concrete except that the maximum time shall not exceed 30 minutes for non-agitated concrete.

Before starting work, the Contractor shall inform the Engineer fully of the construction methods he proposes to use, the adequacy of which shall be subject to the approval of the Engineer.

The Contractor shall give the Engineer sufficient advance notice before placing concrete in any unit of the structure to permit the inspection of forms, reinforcing steel placement, and other preparations. Concrete shall not be placed in any unit prior to the completion of formwork and placement of reinforcement therein.

Concrete mixing, placing and finishing shall be done during daylight hours, unless adequate provisions are made to light the entire site of all operations.

Concrete placement will not be permitted when impending weather conditions will impair the quality of the finished work. If rainfall should occur after placing operations are started, the Contractor shall provide ample covering to protect the work. In case of drop in temperature, the provisions set forth in Article "Placing Concrete in Cold Weather" of this specification shall be applied.

The placing of concrete shall be regulated so the pressures caused by the plastic concrete shall not exceed the loads used in form design.

The method of handling, placing and consolidation of concrete shall minimize segregation and displacement of the reinforcement, and produce a uniformly dense and compact mass. Concrete shall not have a free fall of more than 5 feet, except in the case of thin walls such as in culverts. Any hardened concrete spatter ahead of the plastic concrete shall be removed.

The method and equipment used to transport concrete to the forms shall be capable of maintaining the rate of placement approved by the Engineer. Concrete may be transported by buckets, chutes, buggies, belt conveyors, pumps or other acceptable methods.

When belt conveyors or pumps are used, sampling for testing will be done at the discharge end. Concrete

transported by conveyors shall be protected from sun and wind, if necessary, to prevent loss of slump and workability. Pipes through which concrete is pumped shall be shaded and/or wrapped with wet burlap, if necessary, to prevent loss of slump and workability. Concrete shall not be transported through aluminum pipes, tubes or other aluminum equipment.

Chutes, troughs, conveyors or pipes shall be arranged and used so that the concrete ingredients will not be separated. When steep slopes are necessary, the chutes shall be equipped with baffle boards or made in short lengths that reverse the direction of movement, or the chute ends shall terminate in vertical downspouts. Open troughs and chutes shall extend, if necessary, down inside the forms or through holes left in them. All transporting equipment shall be kept clean and free from hardened concrete coatings. Water used for cleaning shall be discharged clear of the concrete.

Each part of the forms shall be filled by depositing concrete as near its final position as possible. The coarse aggregate shall be worked back from the face and the concrete forced under and around the reinforcement bars without displacing them. Depositing large quantities at one point and running or working it along the forms will not be allowed.

Concrete shall be deposited in the forms in layers of suitable depth but not more than 36 inches in thickness, unless otherwise directed by the Engineer.

The sequence of successive layers or adjacent portions of concrete shall be such that they can be vibrated into a homogenous mass with the previously placed concrete without a cold joint. Not more than one hour shall elapse between adjacent or successive placements of concrete. Unauthorized construction joints shall be avoided by placing all concrete between the authorized joints in one continuous operation.

An approved retarding agent shall be used to control stress cracks and/or unauthorized cold joints in mass placements where differential settlement and/or setting time may induce stress cracking.

Openings in forms shall be provided, if needed, for the removal of laitance of foreign matter of any kind.

All forms shall be wetted thoroughly before the concrete is placed therein.

All concrete shall be well consolidated and the mortar flushed to the form surfaces by continuous working with immersion type vibrators. Vibrators which operate by attachment to forms or reinforcement will not be permitted, except on steel forms. At least one stand-by vibrator shall be provided for emergency use in addition to those required for placement.

The concrete shall be vibrated immediately after deposit. Prior to the beginning of work, a systematic spacing of the points of vibration shall be established to insure complete consolidation and thorough working of the concrete around the reinforcement, embedded fixtures, and into the corners and angles of the forms. Immersion type vibrators shall be inserted vertically, at points 18 to 30 inches apart, and slowly withdrawn. The vibrator may be inserted in a sloping or horizontal position in shallow slabs. The entire depth of each lift shall be vibrated, allowing the vibrator to penetrate several inches into the preceding lift. Concrete along construction joints shall be thoroughly consolidated by operating the vibrator along and close to but not against the joint surface. The vibration shall continue until thorough consolidation, and complete embedment of reinforcement and fixtures is produced, but not long enough to cause segregation. Vibration may be supplemented by hand spading or rodding, if necessary, to insure the flushing of mortar to the surface of all forms.

Slab concrete shall be mixed in a plant located off the structure. Carting or wheeling concrete batches over completed slabs will not be permitted until they have aged at least four (4) full curing days. If carts are used, timber planking will be required for the remainder of the curing period. Carts shall be equipped with pneumatic tires. Curing operations shall not be interrupted for the purpose of wheeling concrete over finished slabs.

After concrete has attained its initial set, at least one (1) curing day shall elapse before placing strain on projecting reinforcement to prevent damage to the concrete.

The storing of reinforcing or structural steel on completed roadway slabs generally shall be avoided and, when permitted, shall be limited to quantities and distribution that will not induce excessive stresses.

### 8. PLACING CONCRETE IN COLD WEATHER

(1) <u>Cast-in-Place Concrete</u>. Concrete may be placed when the atmospheric temperature is not less than 35 degrees F. Concrete shall not be placed in contact with any material coated with frost or having a temperature less than 32 degrees F.

Aggregates shall be free from ice, frost and frozen lumps. When required, in order to produce the minimum specified concrete temperature, the aggregate and/or the water shall be heated uniformly, in accordance with the following:

The water temperature shall not exceed 180 degrees F, and/or the aggregate temperature shall not exceed 150 degrees F. The heating apparatus shall heat the mass of aggregate uniformly. The temperature of the mixture of aggregates and water shall be between 50 degrees F and 85 degrees F before introduction of the cement.

All concrete shall be effectively protected as follows:

- (a) The temperature of slab concrete of all unformed surfaces shall be maintained at 50 degrees F or above for a period of 72 hours from time of placement and above 40 degrees F for an additional 72 hours.
- (b) The temperature at the surface of all concrete in piers, culverts walls, retaining walls, parapets, wingwalls, bottoms of slabs, and other similar formed concrete shall be maintained at 40 degrees F or above for a period of 72 hours from time of placement.
- (c) The temperature of all concrete, including the bottom slabs of culverts placed on or in the ground, shall be maintained above 32 degrees F for a period of 72 hours from time of placement.

Protection shall consist of providing additional covering, insulated forms or other means, and if necessary, supplementing such covering with artificial heating. Curing as specified under Article "Curing Concrete" of this specification shall be provided during this period until all requirements for curing have been satisfied.

When impending weather conditions indicate the possibility of the need for such temperature protection, all necessary heating and covering material shall be on hand ready for use before permission is granted to

begin placement.

Sufficient extra test specimens will be made and cured with the placement to ascertain the condition of the concrete as placed, prior to form removal and acceptance.

- (2) <u>Precast Concrete</u>. A fabricating plant for precast products which has adequate protection from cold weather in the form of permanent or portable framework and covering, which protects the concrete when placed in the forms, and is equipped with approved steam curing facilities, may place concrete under any low temperature conditions provided:
  - (a) The framework and covering are placed and heat is provided for the concrete and the forms within one hour after the concrete is placed. This shall not be construed to be one hour after the last concrete is placed, but that no concrete shall remain unprotected longer than one hour.
  - (b) Steam heat shall keep the air surrounding the concrete between 50 degrees F and 85 degrees F for a minimum of three hours prior to beginning the temperature rise which is required for steam curing.
  - (c) For fabricating plants without the above facilities and for job site precast products, the requirements of the Article "Curing Concrete" of this specification shall apply.

The Contractor is responsible for the protection of concrete placed under any and all weather conditions. Permission given by the Engineer for placing concrete during freezing weather will in no way relieve the Contractor of the responsibility for producing concrete equal in quality to that placed under normal conditions. Should concrete placed under such conditions prove unsatisfactory, it shall be removed and replaced at no additional cost.

### 9. PLACING CONCRETE IN WATER

Concrete shall be deposited in water only when specified on the plans or with written permission by the Engineer. The forms or cofferdams shall be sufficiently tight to prevent any water current passing through the space in which the concrete is being deposited. Pumping will not be permitted during the concrete placing, nor until it has set for at least 36 hours.

The concrete shall be placed with a tremie, closed bottom-dump bucket, or other approved method, and shall not be permitted to fall freely through the water nor shall it be disturbed after it has been placed. The concrete surface shall be kept approximately level during placement.

The tremie shall consist of a water-tight tube 14 inches or less in diameter. It shall be constructed so that the bottom can be sealed and opened after it is in place and fully charged with concrete. It shall be supported so that it can be easily moved horizontally to cover all the work area and vertically to control the concrete flow.

Bottom-dump buckets used for underwater placing shall have a capacity of not less than one-half cubic yard. It shall be lowered gradually and carefully until it rests upon the concrete already placed and raised very slowly during the upward travel; the intent being to maintain still water at the point of discharge and to avoid agitating the mixture.

The placing operations shall be continuous until the work is complete.

### 10. PLACING CONCRETE IN BOX CULVERTS

In general, construction joints will be permitted only where shown on the plans.

Where the top slab and walls are placed monolithically in culverts more than 4 feet in clear height, an interval of not less than one (1) nor more than two (2) hours shall elapse before placing the top slab to allow for shrinkage in the wall concrete.

The base slab shall be finished accurately at the proper time to provide a smooth uniform surface. Top slabs which carry direct traffic shall be finished as specified for roadway slabs in Article "Finish of Roadway Slabs". Top slabs of fill type culverts shall be given a reasonably smooth float finish.

### 11. PLACING CONCRETE IN FOUNDATIONS AND SUBSTRUCTURE

Concrete shall not be placed in footings until the depth and character of the foundation has been inspected by the Engineer and permission has been given to proceed.

Placing of concrete footings upon seal concrete courses will be permitted after the caissons or cofferdams are free from water and the seal concrete course cleaned. Any necessary pumping or bailing during the concreting operation shall be done from a suitable sump located outside the forms.

All temporary wales or braces inside cofferdams or caissons shall be constructed or adjusted as the work proceeds to prevent unauthorized construction joints in footings or shafts.

When footings can be placed in a dry excavation without the use of cofferdams or caissons, forms may be omitted, if desired by the Contractor and approved by the Engineer, and the entire excavation filled with concrete to the elevation of the top of footing; in which case, measurement for payment will be based on the footing dimensions shown on the plans.

## 12. TREATMENT AND FINISHING OF HORIZONTAL SURFACES EXCEPT ROADWAY SLABS

All unformed upper surfaces shall be struck off to grade and finished. The use of mortar topping for surfaces under this classification will not be permitted.

After the concrete has been struck off, the surface shall be floated with a suitable float. Sidewalks shall be given a wood float or broom finish, or may be striped with a brush, as specified by the Engineer. Other surfaces shall be wood float finished and striped with a fine brush leaving a fine-grained texture.

## 13. FINISH OF ROADWAY SLABS

As soon as the concrete has been placed and vibrated in a section of sufficient width to permit working, the surface shall be approximately leveled, struck off and screeded, carrying a slight excess of concrete ahead of the screed to insure filling of all low spots. The screed shall be designed rigid enough to hold true to shape and shall have sufficient adjustments to provide for the required camber. A vibrating screed may be used if heavy enough to prevent undue distortion. The screeds shall be provided with a metal edge.

Longitudinal screeds shall be moved across the concrete with a saw-like motion while their ends rest on headers or templates set true to the roadway grade or on the adjacent finished slab.

The surface of the concrete shall be screeded a sufficient number of times and at such intervals to produce a uniform surface, true to grade and free of voids.

If necessary, the screeded surface shall be worked to smooth finish with a long handled wood or metal float of the proper size, or hand floated from bridges over the slab.

When required by the Engineer, the Contractor shall perform sufficient checks with a long handled 10-foot straightedge on the plastic concrete to insure that the final surface will be within the tolerances specified below. The check shall be made with the straightedge parallel to the centerline. Each pass thereof shall lap half of the preceding pass. All high spots shall be removed and all depressions over one-sixteenth inch (1/16") in depth shall be filled with fresh concrete and floated. The checking and floating shall be continued until the surface is true to grade and free of depressions, high spots, voids or rough spots.

Rail support holes shall be filled with concrete and finished to match the top of the slab.

A broom finish shall be applied with longitudinal screeding. A broom or burlap drag finish shall be applied with transverse screeding.

Unless otherwise specified, the burlap drag shall consist of four or more layers of 10-ounce burlap fabric, free of seams, dirt or hardened concrete. It shall be kept wet when in use and it shall be drawn over the surface in as many passes as required to produce the desired texture depth. Broom finishes shall be applied with stiff bristled brooms. The Contractor shall have on hand, at all times, brooms for the purpose of providing the desired texture depth when surface conditions are such that the burlap drag will not provide it.

Upon completion of the floating and/or straight edging and before the disappearance of the moisture sheen, the surface shall be given a broom or burlap drag finish. The grooves of these finishes shall be parallel to the structure centerline. It is the intent that the average texture depth resulting from the number of tests directed by the Engineer be not less than 0.035 inch with a minimum texture depth of 0.030 inch for any one test when tested in accordance with TxDOT Test Method Tex-436-A. Should the texture depth fall below that intended, the finishing procedures shall be revised to produce the desired texture.

After the concrete has attained its final set, the roadway surface shall be tested with a standard 10-foot straightedge. The straightedge shall be placed parallel to the centerline of roadway to bridge any depressions and touch high spots. Ordinates of irregularities measured from the face of the straightedge to the surface of the slab shall not exceed one-eighth of an inch (1/8"), making proper allowances for camber, vertical curvature and surface texture. Occasional variations, not exceeding three-sixteenth of an inch (3/16") will be acceptable, if in the opinion of the Engineer it will not affect the riding qualities.

When directed by the Engineer, irregularities exceeding the above requirements shall be corrected.

In all roadway slab finishing operations, camber for specified vertical curvature and transverse slopes shall be provided.

## **14. CURING CONCRETE**

The Contractor shall inform the Engineer fully of the methods and procedures proposed for curing; shall provide the proper equipment and material in adequate amounts; and shall have the proposed methods, equipment and material approved prior to placing concrete.

Inadequate curing and/or facilities, therefore, shall be cause for the Engineer to stop all construction on the job until remedial action is taken.

All concrete shall be cured for a period of four (4) curing days except as noted herein.

#### **EXCEPTIONS TO 4-DAY CURING**

<u>Description</u>	Required Curing
Upper Surfaces of Bridge Slabs and Top Slabs of Direct Traffic Culverts	8 curing days (Type I or III) cement 10 curing days (Type II cement)
Concrete Piling (non-prestressed)	6 curing days

When the air temperature is expected to drop below 35 degrees F, the water curing mats shall be covered with polyethylene sheeting, burlap-polyethylene blankets or other material to provide the protection required by Article "Placing Concrete in Cold Weather" of these specifications.

A curing day is defined as a calendar day when the temperature, taken in the shade away from artificial heat, is above 50 degrees F for at least 19 hours (colder days if satisfactory provisions are made to maintain the temperature of all surfaces of the concrete above 40 degrees F for the entire 24 hours). The required curing period shall begin when all concrete therein has attained its initial set.

The following methods are permitted for curing concrete subject to the restrictions of Table 1 and the following requirements for each method of curing.

- (1) <u>Form Curing</u>. When forms are left in contact with the concrete, other curing methods will not be required except for cold weather protection.
- (2) <u>Water Curing</u>. All exposed surfaces of the concrete shall be kept wet continuously for the required curing time. The water used for curing shall meet the requirements for concrete mixing water as specified in the specification Section 030020 "Portland Cement Concrete". Seawater will not be permitted. Water which stains or leaves an unsightly residue shall not be used.
  - (a) <u>Wet Mat</u>. Cotton mats shall be used for this curing method. They shall be placed as soon as possible after the surface has sufficiently hardened to prevent damage to the concrete. (See Article, "Placing Concrete" of this specification.) Damp burlap blankets made from nine-ounce stock may be placed on the damp concrete surface for temporary protection prior to the application of the cotton mats which may be placed dry and wetted down after placement.

The mats shall be weighted down adequately to provide continuous contact with all concrete surfaces where possible. The surfaces of the concrete shall be kept wet for the required curing time. Surfaces which cannot be cured by contact shall be enclosed with mats and anchored positively to the forms or to the ground so that outside air cannot enter the enclosure. Sufficient

moisture shall be provided inside the enclosure to keep all surfaces of the concrete wet.

- (b) <u>Water Spray</u>. This curing method shall consist of overlapping sprays or sprinklers that keep all unformed surfaces continuously wet.
- (c) <u>Ponding</u>. This curing method requires the covering of the surfaces with a minimum of two inches (2") of clean granular material, kept wet at all times, or a minimum of one-inch (1") depth of water. Satisfactory provisions shall be made to provide a dam to retain the water or saturated granular material.
- (3) <u>Membrane Curing</u>. This consists of curing concrete pavement, concrete pavement (base), curbs, gutters, retards, sidewalks, driveways, medians, islands, concrete riprap, cement-stabilized riprap, concrete structures and other concrete as indicated on the plans by impervious membrane method.

Unless otherwise provided herein or shown on the plans, either Type 1-D or Type 2 membrane curing compound may be used where permitted except that Type 1-D (Resin Base Only) will be required for slab concrete in bridge decks and top slabs of direct traffic culverts.

TABLE 1				
	<u>REQUIRED</u>		<u>PERMITTED</u>	
STRUSCTURE UNIT	WATER FOR	MEMBRANE FOR	WATER FOR	MEMBRANE FOR
<u>DESCRIPTION</u>	<u>CURING</u>	INTERIM CURING	<u>CURING</u>	INTERIM CURING
<ol> <li>Top slabs of direct traffic culverts</li> </ol>	Х	X		
2. Top surface of any concrete unit upon				
which concrete is to				
be placed and				
bonded at later	Х			
interval (Stub walls,	χ			
risers, etc.). Other				
Superstructure				
concrete (wing walls,				
parapet walls, etc.) 3. Concrete				
pavement (base),				
curbs, gutters,				
retards, sidewalks,			V.*	V.*
driveways, medians,			X*	X*
islands, concrete				
structures, concrete				
riprap, etc.				
4. All substructure				
concrete, culverts,			V*	V*
box sewers, inlets, manholes, retaining			X*	X*
walls				

<sup>\*</sup>Polyethylene sheeting, burlap-polyethylene mats or laminated mats to prevent outside air from entering

will be considered equivalent to water or membrane curing for items 3 and 4.

Membrane curing shall not be applied to dry surfaces, but shall be applied just after free moisture has disappeared. Formed surfaces and surfaces which have been given a first rub shall be dampened and shall be moist at the time of application of the membrane.

When membrane is used for complete curing, the film shall remain unbroken for the minimum curing period specified. Membrane which is damaged shall be corrected immediately by reapplication of membrane. Unless otherwise noted herein or on the plans, the choice of membrane type shall be at the option of the Contractor. Only one type of curing compound will be permitted on any one structure.

The membrane curing compound shall be applied after the surface finishing has been completed, and immediately after the free surface moisture has disappeared. The surface shall be sealed with a single uniform coating of curing compound applied at the rate of coverage recommended by the manufacturer and directed by the Engineer, but not less than 1 gallon per 180 square feet of area. The Contractor shall provide satisfactory means and facilities to properly control and check the rate of application of the compound.

The compound shall be thoroughly agitated during its use and shall be applied by means of approved mechanical power pressure sprayers. The sprayers used to apply the membrane to concrete pavement or concrete pavement (base) shall travel at uniform speed along the forms and be mechanically driven. The equipment shall be of such design that it will insure uniform and even application of the membrane material. The sprayers shall be equipped with satisfactory atomizing nozzles. Only on small miscellaneous items will the Contractor be permitted to use hand-powered spray equipment. For all spraying equipment, the Contractor shall provide facilities to prevent the loss of the compound between the nozzle and the concrete surface during the spraying operations.

The compounds shall not be applied to a dry surface. If the surface of the concrete has become dry, it shall be moistened prior to application of membrane by fogging or mist application. Sprinkling or coarse spraying will not be allowed.

At locations where the coating shows discontinuities, pinholes or other defects, or if rain falls on the newly-coated surface before the film has dried sufficiently to resist damage, an additional coat of the compound shall be applied immediately at the same rate of coverage specified herein.

To insure proper coverage, the Engineer shall inspect all treated areas after application of the compound for the period of time designated in the governing specification for curing, either for membrane curing or for other methods. Should the foregoing indicate that any area during the curing period is not protected, an additional coat or coats of the compound shall be applied immediately, and the rate of application of the membrane compound shall be increased until all areas are uniformly covered.

When temperatures are such as to warrant protection against freezing, curing by this method shall be supplemented with an approved insulating material capable of protecting the concrete for the specified curing period.

If at any time there is reason to believe that this method of curing is unsatisfactory or is detrimental to the work, the Contractor, when notified, shall immediately cease the use of this method and shall change to curing by one of the other methods specified under this contract.

#### **15. REMOVAL OF FORMS**

Except as herein provided, forms for vertical surfaces may be removed when the concrete has aged not less than one day (24 hours) when Type I and Type II cement is used, and not less than one-half day (12 hours) when Type III cement is used, provided it can be done without damage to the concrete.

Forms for inside curb faces may be removed in approximately three hours provided it can be done without damage to the curb.

#### **16. FINISHING EXPOSED SURFACES**

Concrete shall be finished as required in the specification Section for the respective item or as otherwise specified on the plans.

An ordinary surface finish shall be applied to all concrete surfaces either as a final finish or preparatory to a higher finish.

Ordinary Surface Finish shall be as follows:

- 1. After form removal, all porous or honey-combed areas and spalled areas shall be corrected by chipping away all loose or broken material to sound concrete.
- 2. Feather edges shall be eliminated by cutting a face perpendicular to the surface. Shallow cavities shall be repaired using adhesive grout or epoxy grout. If judged repairable by the Engineer, large defective areas shall be corrected using concrete or other material approved by the Engineer.
- 3. Holes and spalls caused by removal of metal ties, etc., shall be cleaned and filled with adhesive grout or epoxy grout. Exposed parts of metal chairs on surfaces to be finished by rubbing, shall be chipped out to a depth of one-half inch (1/2") and the surface repaired.
- 4. All fins, runs, drips or mortar shall be removed from surfaces which remain exposed. Form marks and chamfer edges shall be smoothed by grinding and/or dry rubbing.
- 5. Grease, oil, dirt, curing compound, etc., shall be removed from surfaces requiring a higher grade of finish. Discolorations resulting from spillage or splashing of asphalt, paint or other similar material shall be removed.
- 6. Repairs shall be dense, well bonded and properly cured, and when made on surfaces which remain exposed and do not require a higher finish, shall be finished to blend with the surrounding concrete.

#### 17. MEASUREMENT AND PAYMENT

This project is a lump sum bid. The work governed by this specification shall not be measured for pay, but shall

be subsidiary to the project.

# **END OF SECTION**

# SECTION 050200 WELDING

#### 1. DESCRIPTION

This specification shall govern for the field welding of structural steel and reinforcing steel.

Provisions are made herein for the welding of the types of steel listed in Table 1, using the manual shielded metalarc process, semi-automatic (manual) gas metal-arc welding and flux cored arc welding processes. Other welding processes may be permitted with the specific approval of the Engineer and with qualification of the welding procedure.

# 2. STRUCTURAL STEEL GENERAL

Final welds including tack welds to be incorporated therein shall be by a certified welder. Certification being previously certified by tests as prescribed in the "Code for Welding in Building Construction," ASW D1.0-69, of the American Welding Society to perform the type of work required. Miscellaneous welds may be made by a qualified welder, qualified welder being an experienced welder who is capable of making good welds of sound quality, but does not have certification papers. Miscellaneous welds being, welds that have no load carrying capacity in the completed structure. Tack welds shall be cleaned and fused thoroughly with the final weld. Defective, cracked or broken tack welds shall be removed.

Welds shall be as required by the contract or erection drawings. The location or size shall not be changed without approval of the Engineer.

The welder shall place his identification mark with crayon or paint near the groove welds made by him.

No welding will be allowed when the air temperature is lower than 20°F, when surfaces are wet or exposed to rain, snow, or wind, or when operators are exposed to inclement conditions that will hamper good workmanship.

Any moisture present at the point of welding shall be driven off by heat before welding commences. Wind breaks shall be required for the protection of all welding operations.

There shall be no temporary welds for transportation, erection or other purpose on main members, except at locations more than one-sixth the depth of the web from the flanges of beams and girders, as approved by the Engineer.

On A514 steel, all grove welds in main members and in flanges of beams and girders subject to tensile stress or reversals of stress shall be finished smooth and flush on all surfaces, including edges, by grinding in the direction of applied stress, leaving the surfaces free from depressions. Chipping may be used provided it is followed by such grinding. Parts joined by groove welds connecting plates of unequal thickness or width shall have a smooth transition between offset surfaces at a slope not greater than one in four with the surface of either part. The surfaces shall be ground so that the radii at the points of transition will be 4 inches minimum.

All groove welds, except when produced with the aid of backing, shall have the root of the initial weld gouged, chipped or otherwise removed to sound metal before welding is started from the second side, except that back gouding will not be required when welding steel piling or armor joints with E 6010 electrodes. The back side shall be thoroughly cleaned before placing back-up pass.

When backing for welds is left in place to become a part of the structure, it shall be a single length insofar as possible. Where more than a single length is needed, they shall be jointed by full penetration butt welds. The surfaces of this butt weld shall be ground flush as necessary to obtain proper fit-up in the weld joint.

Before welding over previously deposited metal, all slag shall be removed, and the weld and adjacent base metal shall be cleaned. This requirement shall apply equally to successive layers, successive beads and the crater area.

Arc strikes outside the area of permanent welds must be avoided on all steels. Where they do occur, resulting cracks and blemishes shall be ground out to a smooth contour and checked to insure soundness.

Stringer bead technique shall be used where possible for groove welds on all types of steel. Weaving will not be permitted for A514 steel except in welding vertically upward, when a weave not exceeding two electrode diameters is permissible for manual shielded metal-arc welding.

In all welding processes, the progression for all passes in vertical welding shall be upward using a back step sequence.

Groove welds shall begin and terminate at the ends of a joint on extension bars. Edge preparation and thickness of extension bars shall be the same as that of the member being welding and shall extend a minimum of three-fourths inch beyond the joint. Extension bars shall be removed with a cutting torch upon completion and cooling of the weld, and the flange edges shall be smooth.

Any defects exposed by the grinding shall be cleaned, filled with weld metal, and reground to a uniform finish. All grinding shall be parallel to the flange. Excess grinding of the parent metal shall be avoided.

# 3. FILLER METAL

Electrodes for manual shielded metal-arch welding shall conform to the requirements of the latest edition of "Specifications for Mild Steel Covered Arc-Welding Electrodes", AWS A5.1, or to the requirements of the latest edition of "Specification for Low Alloy Steel Covered Arch-Welding Electrodes," AWS A5.5.

All electrodes and combination of electrode and shielding for gas metal-arc welding for producing weld metal with a minimum specified yield point not exceeding 60,000 psi shall conform to the requirements in the latest edition, "Specification for Mild Steel Electrodes for Gas Metal-Arc Welding," AWS A5.18, or "Specification for Mild Steel Electrodes for Flux Cored Arc Welding," AWS A5.20, applicable for the classifications producing weld metal having a minimum impact strength of 20 ft. -lb., Charpy V-notch, at a temperature of 0°F or below.

For weld metal with a minimum specified yield strength exceeding 60,000 psi, the Contractor shall demonstrate that each electrode and flux or combination of electrode and shielding medium proposed for use will produce low alloy weld metal having the mechanical properties listed in Table A.

The mechanical properties shall be determined from a multiple pass weld made in accordance with the test requirements of the latest edition of AWS A5.18 or AWS A5.20 as applicable.

TABLE A

# **Required Mechanical Properties**

GMAW Grade	FCAW Grade	Tensile Strength psi - Min	Yield Strength psi - Min	Elongation, % in 2 inches Min	Impact Strength ft-Ib @ OF-Min
E80S	E80T	80,000	65,000	18	20
E90S	E90T	90,000	78,000	17	20
E100S	E100T	100,000	90,000	16	20
E110S	E110T	110,000	98,000	15	20

The mechanical property tests for Grades E110S, E110S, E100T and E110T shall be made using ASTM A 514 base material.

Class of electrode required will be as shown in Table A. Electrodes shall be used with the type of current, the polarity and in the positions permitted by AWS A5.1 and A5.5 for manual shielded metal-arc welding. AWS A5.18 and A5.20 Specifications shall govern for gas metal-arc welding and flux cored arc welding.

# TABLE 1 CLASSIFICATION OF ELECTRODES PERMITTED

Type of Steel		Main Members Groove & Fillet Welds	i.		Secondary Members Groove & Fillet Welds	
Steel Piling	56040		560T 0	F60)//		F705 6
	E6010		E60T-8	E60XX		E70S-6
450 B:	E6011		E70D-1B	E70XX		E70U-1
A53 Pipe, A500	E7015		E70S-2	E70S-1B		E60T-8
A501	E7016		E70S-3	E70S-2		
	E7018		E70S-6	E70S-3		
Armor Joints			E-70U-1			
A36	E7015		E703-1B	E7015		E70S-1B
						E70S-16
A441 A572-Grades	E7016		E70S-2	E7016		E7U3-2
42	E7018		E70S-3	E7018		E70S-3
thru 50	E70U-1		E70S-6	E70T-1		E70S-6
A588	E70T-5		E70S-6	E70T-5		E70U-1
A242(Deck Plates)				E70T-6		
API						
A514		E11018M			E11018M	
	E110S		E110T	E110S		E110T
Reinforcing	F701F		F701 <i>C</i>	F7010		
Steel	E7015		E7016	E7018		
A572 Grades 60 and 65						
for Light Towers	E8015		E8016	E8018 (	Grades E80S or E80T	
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- 1. Use of the same type electrode with the next higher mechanical properties, in accordance with AWS A5.1 or A5.5, than those listed will be permitted.
- 2. In joint involving base metals of difference yield points or strengths, low hydrogen electrodes applicable to the lower strength base metal may be used.

Before use, all electrodes with low hydrogen coverings conforming to AWS A5.1 shall be dried for not less than two hours between 450° and 500°F and electrodes with low hydrogen coverings conforming to AWS A5.5 for not less than one hour at a temperature between 700° and 800°F. Immediately after drying, electrodes shall be stored in ovens held at a temperature of at least 250°F. E70 electrodes not used within four hours, E80 within two hours and E110 within one-half hour after removal from the storage oven shall be redried before use. Electrodes which have been wet or with cracked or otherwise damaged flux shall not be used. When used for welding A514 steel, electrodes shall be dried at least one hour at temperatures between 700° and 800°F before being used. Electrodes shall be redried only once.

Suitable facilities for drying and storage of electrodes shall be furnished at the job site, along with thermometers for checking and controlling the oven temperature.

In humid atmospheres, the times allowed for use without redrying may be reduced.

When gas or gas mixture is used for gas metal-arc or flux cored arc welding, it shall be of a welding grade having a dew point of -40°F or lower. The gas manufacturer shall furnish certification to the Engineer that the gas or gas mixture is suitable for the intended application and will meet the dew point requirements.

Welding wire coils removed from the original package, shall be protected or stored to keep their characteristics or welding properties intact. Rusty coils, or portions of coils that are rusty shall not be used.

## 3. Preheat

Preheat ahead of welding both groove and fillet welds (including tack welding) will be required as shown in Table 2. Any moisture present at the point of welding shall be driven off by preheating before welding begins. When the base metal is below the required temperature, it shall be preheated so the parts being welded are not less than the specified temperature within 3 inches of the point of welding.

Preheat and interpass temperatures must be sufficient to prevent crack formation. The preheat temperatures shown are minimum and higher preheats may be necessary in highly restrained welds.

Preheating equipment shall be adequate to maintain the entire joint at or above the specified temperature. When possible, a joint shall be completely welded before it is allowed to cool below the specified temperature but shall always be welded sufficiently to prevent cracking before cooling is permitted.

Usually preheat and interpass temperatures shall not exceed 400°F for thickness up to 1 1/2 inches and 450°F for greater thickness. These temperatures shall never be exceeded on A514 steel.

The welder shall have and use approved equipment for checking preheat and interpass temperatures at all times while welding is in progress.

For all groove welds, preheat temperature shall be measured on the side opposite to which the heat is applied at points about three inches away from the joint.

#### TABLE 2

# MINIMUM PREHEAT AND INTERPASS TEMPERATURE FOR MANUAL SHIELDED METAL-ARC WELDING, FLUX CORED ARC WELDING OR GAS METAL-ARC WELDING

# MANUAL OR SEMI-AUTOMATIC GAS METAL-ARC WELDING, FLUX CORED ARC WELDING OR MANUAL SHIELDED METAL-ARCH WELDING

Thickness of Thickness Part at Point of Welding

With Low Hydrogen Electrodes

	ASTM A 36: A 242; A 441 A 572 Grades 42, 45, and 50; A 588	ASTM A 514	
To 3/4, inch	50F	50F	
Over 3/4 to 1 1/2, inch	70F	125F	
Over 1 1/2 to 2 1/2, inch	150F	175F	
Over 2 ½	225F	225F	

- 1. These temperatures are the minimum required for the thinner material shown for each increment and higher preheat on a step basis will be required for the thicker material within each increment. Preheat and interpass temperatures must be sufficient to prevent crack formation. Temperature above those shown may be required for highly restrained welds.
- 2. When E7010 electrodes are permitted for tacking or temporary root pass, the material shall be preheated to 400°F.
- 3. When joining steels of different strengths or thickness with groove welds, the preheat and interpass temperature for the higher strength steel and the average plat thickness shall be used. For fillet welds, the preheat shall be used for the higher strength steel and the thickest plate being welded.
- 4. When the base metal temperature is below 32°F preheat to at least 70°F and maintain this minimum temperature during welding.
- 5. Heat input when welding A514 steel shall not exceed the steel producers' recommendations.

# 4. QUALITY OF WELDS

Weld metal shall be sound throughout.

There shall be no cracks in any weld or weld pass.

There shall be complete fusion between the weld metal and the base metal and between successive passes throughout the joint.

Welds shall be free from overlap and the base metal free from undercut more than one one-hundredth inch deep when its direction is transverse to the primary stress in the part that is undercut. Undercut shall not be more than one thirty-second inch deep when its direction is parallel to the primary stress in the part that is undercut.

All craters shall be filled to the full cross section of the welds.

All welds on A514 steel shall be visually examined for longitudinal or transverse cracks not less than 48 hours after completion of the welding.

#### 5. CORRECTIONS

When welding is unsatisfactory or indicates inferior workmanship, the following corrective measures will be required by the Engineer whose specific approval shall be obtained for making each correction.

When requirements prescribe the removal of part of the weld or a portion of the base metal, removal shall be by oxygen gouging or arc-air gouging.

Oxygen gouging shall not be used on A514 steel. All surfaces shall be ground after arc-air gouging.

Backgouging of splices in beams and girders or cutouts of defective welds shall be done by a welder qualified to make beam and girder splices.

Where corrections require the deposition of additional weld metal, the sides of the area to be welded shall have sufficient slope to permit depositing new metal.

Defective or unsound welds shall be corrected either by removing and replacing the entire weld, or as follows:

Excessive convexity. Reduce to size by grinding off the excess weld metal.

Shrinkage cracks, cracks in base metal, craters and excessive porosity. Remove defective portions of base and weld metal down to sound metal and replace with additional sound weld metal.

Undercutting, undersize, and excessive concavity. Clean and deposit additional weld metal.

Overlapping and incomplete fusion. Remove and replace the defective portion of weld.

Slag inclusions. Remove the parts of the weld containing slag and replace with sound weld metal.

Removal of an adjacent base metal during welding. Clean and form full size by depositing additional weld metal.

Where corrections require the deposition of additional weld metal, the electrode used shall be smaller than that used for making the original weld. Surfaces shall be cleaned thoroughly before rewelding.

A cracked weld shall be removed throughout its length, unless the extent of the crack can be ascertained to be limited, in which case the weld metal shall be removed 2 inches beyond each end of the crack and repairs made.

Where work performed after the making of a deficient weld has made the weld inaccessible or has caused

new conditions making the correction of the deficiency dangerous or ineffectual, the original conditions shall be restored by removal of welds or members, or both, before making the necessary corrections, or else the deficiency shall be compensated by additional work according to a revised design approved by the Engineer.

Improperly fitted and misaligned parts shall be cut apart and re-welded.

Members distorted by the heat of welding shall be straightened by mechanical means or by the carefully supervised application of a limited amount of localized heat. Heated areas shall not exceed 1200°F as measured by Tempil-sticks or other approved methods for steel up to 65,000 psi yield strength. Parts to be heat straightened shall be substantially free of stress from external forces, except when mechanical means are used in conjunction with the application of heat.

Heat straightening of A514 steel shall be done only under rigidly controlled procedures, subject to the approval of the Engineer. In no case shall the maximum temperature of the steel exceed 1100°F. Sharp kinks and bends shall be cause for rejection of the material.

### 6. RADIOGRAPHIC INSPECTION

All grove welds designed to carry primary stresses shall be subject to radiographic inspection. When subjected to such inspections, the presence of any of the following defects in excess of the limits indicated will result in rejection of the defective weld until corrected.

- 1. Sections of welds shown to have any cracking, regardless of length or locations, incomplete fusion, overlapping, or inadequate penetration shall be judged unacceptable.
- 2. Inclusions less than one-sixteenth inch in greatest dimension including slag, porosity and other deleterious material, shall be permitted if well dispersed so that the sum of the greatest dimensions of the inclusions in any linear inch of welded joint shall not exceed three-eights inch.
- 3. Inclusions one-sixteenth inch or larger in greatest dimension shall be permitted provided such defects do not exceed the limits shown on Figure 1 or in paragraph (2) above.
- 4. There shall be no inclusion greater than one-sixteenth inch within one inch of the edge of part or member at the join or point of restraint.

### NOTES:

- 1. The distance from the edge of an inclusion to the edge of a plate or to any intersecting weld shall be equal to or greater than the clearance between inclusion.
- 2. Inclusions with any dimension greater than 1/2 inch are not acceptable.
- 3. For joint thickness greater than 1-1/2 inches, the minimum allowable dimension and spacing of inclusions shall be the same as for 1-1/2 inch joints.
- 4. Values of (B) obtained by projecting horizontally from (A) are maximum value. Any value of (B) smaller than the maximum is satisfactory.

5. Values of (C) obtained by projecting vertically from (B) are minimum values. Any value of (C) larger than the minimum is satisfactory.

Radiographic inspection shall be made of A514 steel not less than 48 hours following the completion of the welding. For other steels, nondestructive inspection may begin immediately after welding and cleaning or grinding is completed.

Definitions:

Porosity signifies gas pockets or any similar generally globular type voids.

Fusion-type defect signifies slag inclusions and similar elongated defects.

# 7. REINFORCING STEEL GENERAL

Provisions are made herein for the welding of reinforcing steel by the manual shielded metal-arc process. Other processes may be permitted with the specific approval of the Engineer or may be specified on the plans.

Splicing of reinforcing steel by welding shall be done only at locations approved by the Engineer.

### 8. BASE METAL

Reinforcing steel to be welded shall be new billet steel conforming to ASTM Designation: A615. and shall also conform to the following chemical composition:

Maximum Carbon	0.40 Percent
Maximum Manganese	1.30 Percent

# 9. FILLER METAL

Low hydrogen electrodes as specified in Table 1 will be required for all welding or reinforcing steel. Drying of electrodes shall be as specified in Article, "Filler Metal" for Structural Steel.

# 10. PREHEAT AND INTERPASS TEMPERATURE

Minimum preheat and interpass temperatures shall be as shown in Table 3.

#### TABLE 3

CARBON RANGE	NO. 7 & SMALLER	NO. 8 & LARGER
Up to and including 0.30	None	100
0.31 to 0.35 inclusive	None	150
0.36 to 0.40 inclusive	100	250
Unknown	250	400

For widening projects, use carbon content and bar size of new steel to determine preheat required.

## 11. JOINT TYPES

For all bars No. 8 and larger, butt splices will be required. For No. 7 bars and smaller, lap splices will be required.

Fillet welds in lap splices shall be minimum of 4 inches in length and shall be welded on each side of the lap joint. For bars No. 5 and smaller, welding from one side of the lap will be permitted by the Engineer, when it is impractical to weld from both sides of the joint, and the weld shall be a minimum of 6 inches in length.

Lap welds shall meet the requirements specified in Table 4.

Where possible, all butt splices shall be made in the flat position. All butt splices, except horizontal, shall be as shown in Figure 2 with the back-up strip required. Horizontal splices shall be as shown in Figure 3.

BAR SIZE	"a"	"b" (MAX).	"t" (MIN.)	"c" (MAX.)	ELECTRODE SIZE
No. 4	.04 in.	1/8 in.	1/8 in.	1/16 in.	1/8 in
No. 5	.05 in.	1/8 in.	1/16 in.	1/16 in.	5/32 in.
No. 6	.06 in.	1/8 in.	1/4 in.	1/16 in.	5/32 in.
No. 7	.07 in.	3/16 in.	5/16 in.	1/16 in.	5/32 in.

#### 12. WIDENING PROJECTS

In general, the new reinforcing steel shall be either lap or butt spliced directly to the bar to be extended. When the reinforcement in the old portion of a structure is found to be of the wrong spacing, dowel bars long enough to develop the welded lap or butt splice and also develop the bar in bond, as required in the specification, "Reinforcing Steel", shall be welded to the old steel, and the new reinforcement placed at the correct spacing without welding to the old steel. No measurement or payment will be made for the dowels but will be subsidiary to the other items in the contract.

Both old and new reinforcement shall be cleaned thoroughly prior to the preparation of the joint.

# 13. RADIOGRAPHIC INSPECTION

When so designated on the plans, welded butt splices shall be radiographed. Weld quality shall be as follows: There shall be no cracks and the sum of the greatest dimensions of porosity and fusion-type defects shall not exceed one-tenth of the nominal bar diameter in inches.

# **14. MEASUREMENT AND PAYMENT**

No measurement or payment will be made under this specification for the work prescribed but shall be considered subsidiary to the various other items in the proposal.

**END OF SECTION** 

# SECTION 055420 FRAMES, GRATES, RINGS AND COVERS

#### 1. DESCRIPTION

This specification shall govern for the furnishing and installation of frames, grates, rings and covers for inlets, manholes and other structures in accordance with those details. Steel shall conform to the requirements of ASTM Designation: A36 "Standard Specification for Carbon Structural Steel".

#### 2. MATERIALS

Welded steel grates and frames shall conform to the member size, dimensions and details shown on the plans and shall be welded into an assembly in accordance with those details. Steel shall conform to the requirements of ASTM Designation: A36.

Castings, whether Carbon-Steel, Gray Cast Iron or Ductile Iron, shall conform to the shape and dimensions shown on the plans and shall be clean substantial castings, free from burnt-on sand or blow holes, and shall be reasonable smooth. Runners, risers, fins, and other cast-on pieces shall be removed from the castings and such areas ground smooth. Bearing surfaces between manhole rings and covers or grates and frames shall be cast or machined with such precision that uniform bearing shall be provided throughout the perimeter contact area. Pairs of machined castings shall be matchmarked to facilitate subsequent identification at installation.

Steel castings shall conform to the requirements of ASTM Designation: A27 "Standard Specification for Steel Castings, Carbon, for General Application". Grade 70-36 shall be furnished unless otherwise specified.

Cast Iron castings shall conform to the requirements of ASTM Designation: A48 "Standard Specification for Gray Iron Castings", Class 30.

Ductile iron castings shall conform to the requirements of ASTM Designation: A536 "Standard Specification for Ductile Iron Castings". Grade 60-40-18 shall be used otherwise specified.

# 3. CONSTRUCTION METHODS

Frames, grates, rings and covers shall be constructed of the materials as specified and in accordance with the details shown on the plans, and shall be placed carefully to the lines and grades indicated on the plans or as directed by the Engineer.

All welding shall conform to the requirements of specification Section 050200 "Welding" and the applicable section of the latest American Welding Society Specifications. Frames, grates, rings and covers shall be given one coat of a commercial grade red lead and oil paint and two coats of commercial grade aluminum paint.

Painting on gray iron castings will not be required, except when used in conjunction with structural steel shapes.

Commercial grade galvanized bolts and nuts shall be used. The zinc coating shall be uniform in thickness, smooth and continuous.

# 4. MEASUREMENT AND PAYMENT

Unless indicated otherwise in the Proposal, frames, grates, rings and covers will not be measured for payment, but shall be considered subsidiary to other bid items. This project is a lump sum bid. The work governed by this specification shall not be measured for pay, but shall be subsidiary to the project.

**END OF SECTION**