

**CONTRACT DOCUMENTS  
AND SPECIFICATIONS**

**CONFORMED CONTRACT DOCUMENTS  
AND SPECIFICATIONS**

**CITY OF KINGSVILLE LANDFILL SOUTH DRAINAGE  
INFRASTRUCTURE-LINED CHANNEL**

PREPARED FOR

CITY OF KINGSVILLE, TEXAS

**CITY COMMISSION**

SAM R. FUGATE ..... MAYOR  
HECTOR M. HINOJOSA ..... COMMISSIONER  
EDNA S. LOPEZ ..... COMMISSIONER  
NORMA N. ALVAREZ ..... COMMISSIONER  
LEO ALARCON ..... COMMISSIONER  
MARK McLAUGHLIN ..... CITY MANAGER



**Hanson Professional Services Inc.**

4501 Gollihar Rd, Corpus Christi, TX 78411 Phone: 361-814-9900

TX Firm No. F-417

**July 2024**



Hanson Project No. 22L0145

TBPELS F-417  
July 31, 2024



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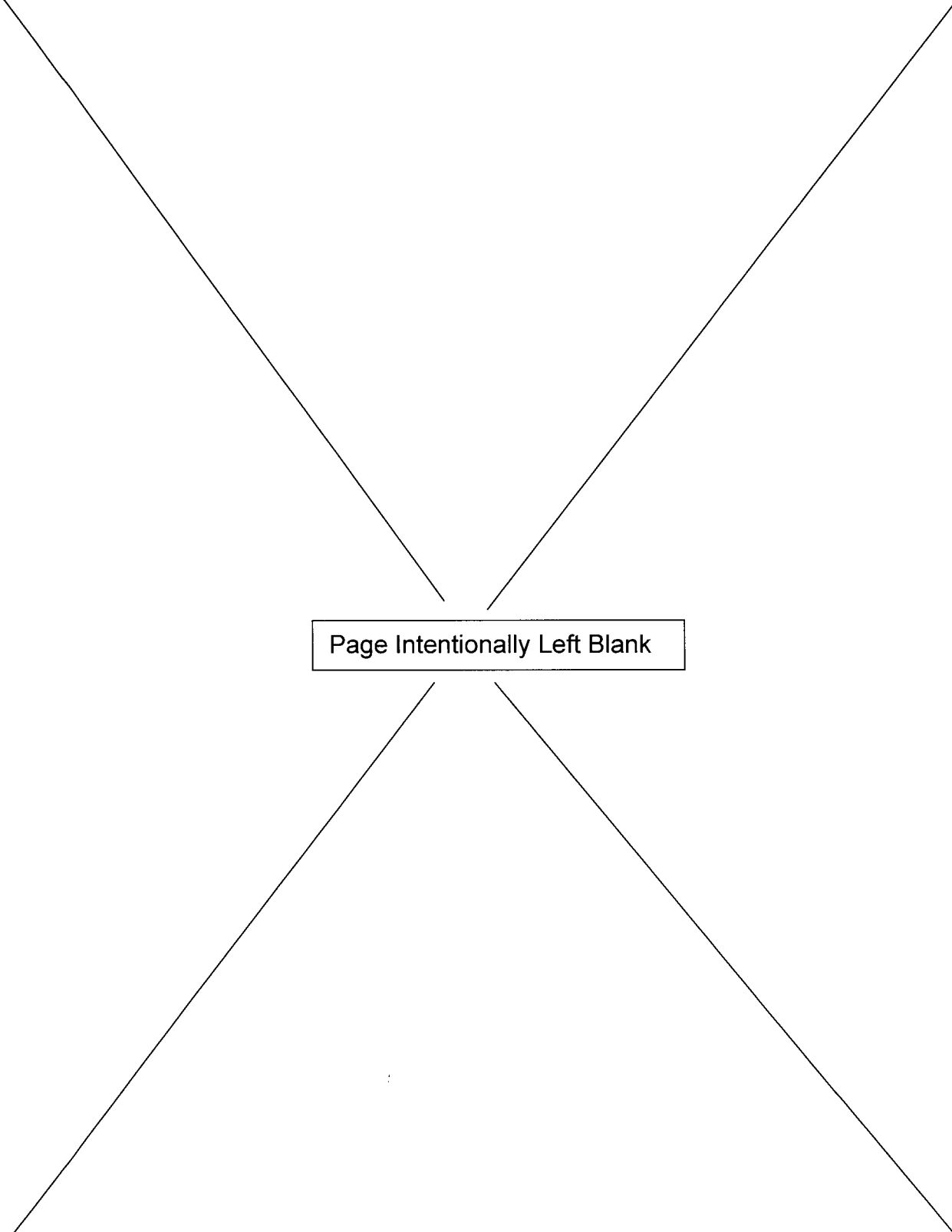
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## INVITATION TO BID

Sealed Bids marked "**Bid No. #24-13, CITY OF KINGSVILLE LANDFILL SOUTH DRAINAGE INFRASTRUCTURE-LINED CHANNEL**" will be received at the Purchasing Department, City Hall, 400 West King Ave., Kingsville, Texas until 2:00 P.M. on August 27, 2024. Immediately thereafter the bid proposals will be publicly opened and read aloud in the City Hall Community Room. There will be a Pre-Bid Meeting held at 10:00 A.M. on August 20, 2024, at the City Hall Community Room at City Hall, Kingsville, Texas.

The project involves the labor, material, supervision, equipment, tools, and all the incidentals required to complete the entire project as per specifications.

Contract Documents including bidding and contract forms, technical specifications and drawings are on file at HANSON PROFESSIONAL SERVICES INC. (HANSON), 4501 Gollihar Road, Corpus Christi, Texas 78411. Hard copies of the Bid/Contract Documents may be obtained from HANSON by depositing \$200.00, \$50.00 of which will be refundable upon return of the documents in reusable condition for each set of documents obtained, within ten (10) days following the bid opening. Bidders wishing to receive hard copy documents by mail from HANSON must also pay a \$40.00 non-refundable postage and handling fee to cover the cost of mailing. Electronic copies of the Bid/Contract Documents may also be obtained at no charge via the internet at: <http://www.civcastusa.com/>. The project can be located on [civcastusa.com](http://www.civcastusa.com/) by the bid date, the state (Texas) or the county (Kleberg). Bidders will be required to register through CivCastUSA, and there is no charge for registering or downloading plans. Hard copies of plans may also be purchased through CivCastUSA at the bidders expense. Neither the City nor the Engineer will be responsible for full or partial sets of documents, including any addenda obtained from any other source.

The successful bidder will be required to enter into a contract for the performance of the work for the price quoted on the Proposal and will provide evidence of current Personal Injury, Property Liability, Worker's Compensation, and Builder's Risk Insurance.

The Contractor will also be required to submit a Reference and Qualifications statement, if the Contractor has not performed a similar project for the City of Kingsville in the last three (3) years.

The bid will be awarded to the lowest responsible bidder whose bid is determined to be the most advantageous to the City, its officers, employees, and agents. Price, in accordance with law, will not be the sole evaluation factor. Misrepresentation, whether substantial or otherwise, at any stage of the bidding and award process, shall be considered in this and all future bids in determining whether or not a bid is "responsible".

THE CITY, IN ACCORDANCE WITH LAW, RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS. The City shall be the sole judge of "responsible" and "advantageous" and this determination shall be final except in cases of a clear definitive showing that such determination is arbitrary, capricious, and unreasonable.

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Charlie Sosa  
Purchasing



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# **CITY OF KINGSVILLE LANDFILL SOUTH DRAINAGE INFRASTRUCTURE-LINED CHANNEL**

## **INSTRUCTIONS TO BIDDERS**

### **1.0 RECEIPT OF PROPOSALS**

- 1.1 Proposals will be received at the time, place and under conditions set forth in the published Invitation to Bidders.
- 1.2 Bidding documents are obtainable from the Engineer under conditions set forth in the Invitation to Bidders.

### **2.0 DISCREPANCIES AND INTERPRETATIONS**

- 2.1 Notify the Engineer in writing, at least five (5) working days prior to the scheduled bid opening date, if discrepancies, ambiguities or omissions are found in the bidding documents, or if further information or interpretation is desired.
- 2.2 Answers will be given in writing to all bidders in addenda form. All provisions and requirements of such addenda will supersede or modify affected portions of the bidding documents. All addenda will be incorporated in and bound with the Contract Documents. No other explanation or interpretation will be considered binding. The contractor shall acknowledge receipt of addenda(s) by a signed statement included in the bid proposal.

### **3.0 SUBMITTAL PROCEDURE**

- 3.1 Submit the Proposal in a large sealed envelope, marked "**Bid No. #24-13 CITY OF KINGSVILLE LANDFILL SOUTH DRAINAGE INFRASTRUCTURE-LINED CHANNEL**".
- 3.2 A smaller envelope shall be affixed to the outside of the larger envelope and contain the following documents.
  - Bid Bond
  - Qualifications Statement
  - Addenda(s) Receipt Acknowledgement
- 3.3 Provide complete bidder identification on the outside of the large envelope.

- 3.4 If the Proposal is submitted by mail, place the smaller envelope inside a larger envelope. Delivery of the Proposal prior to the advertised time and the place set for the bid opening is the responsibility of the bidder.

#### **4.0 PROPOSAL**

- 4.1 The Proposal shall be based on conditions at the project site, the bidding documents and addenda issued.
- 4.2 The Proposal shall be authoritatively executed and submitted on the Proposal form furnished by the Owner.
- 4.3 Proposals showing omissions, alterations, conditions, or carrying riders or qualifications which modify the Proposal form shall be rejected as irregular.
- 4.4 Proposals must be submitted in a single copy. Utilize a copy of the blank proposal form included in the bidding documents for submission. If two or more Proposals are submitted by a bidder, either in one envelope or in separate envelopes, then such Proposals may be subject to rejection.
- 4.5 Proposals received after the advertised time for the bid opening will be ineligible and will be returned unopened.
- 4.6 The City of Kingsville reserves the right to reject any or all Proposals.

#### **5.0 PROPOSAL GUARANTY**

- 5.1 A certified or cashier's check on a State or National Bank in the State of Texas, or a bid bond on the City of Kingsville's Bid Bond Form, from a Surety authorized to transact business in the State of Texas, in the amount of not less than five percent (5%) of the greatest total amount of the bidder's Proposal, payable without recourse to the order of the City of Kingsville, must accompany the Proposal as a guarantee that, if awarded the Contract, the bidder will promptly enter into the Contract and execute the Performance and Payment Bonds (Bonds) on the forms provided.
- 5.2 The bid bond must be accompanied by an executed Power of Attorney with a Live Surety Seal on each document. Failure to do so will constitute an irregular bid which may be rejected. Use of a Surety Bid Bond Form will not be acceptable.

- 5.3 Should the successful bidder fail to execute the Contract and Bonds within fifteen (15) days after the date of transmittal of the Contract Documents for execution, said Proposal Guaranty shall become the property of the Owner, not as a penalty, but as liquidated damages.
- 5.4 Proposal Guaranties of the three (3) lowest bidders shall be retained until after the Contract and Bonds have been executed.

## **6.0 QUALIFICATIONS OF BIDDER**

- 6.1 Bidders shall submit with their bid, a list of at least three (3) jobs of the same type and scope as described in the invitation for bids that they have completed within the last three (3) years. This list should include the name, contract person, and telephone number for whom the prior work was performed. Utilize a copy of the Reference and Qualifications Statement form included with these bidding documents.
- 6.2 The Owner may make such investigations as necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish any requested information and data including an audited financial statement. The Owner reserves the right to reject any Proposal if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to complete the work.
- 6.3 Each bidder submitting a Proposal shall be prepared to furnish the firm's State Comptroller Vendor Identification Number, or the date on which an application was submitted. Contract payments to the successful bidder are contingent on submittal of this identification number.
- 6.4 Corporate bidders shall submit a State Comptroller "Certificate of Good Standing" with the Proposal, as issued by the Texas State Comptroller (512) 463-2605.

## **7.0 SITE INVESTIGATION**

- 7.1 It is the responsibility of each bidder to examine the project site, existing improvements and adjacent property and be familiar with existing conditions before submission of the Proposal. Interested bidders shall arrange for a project site visit by contacting the Public Works Department at (361) 595-8040.
- 7.2 After investigating the project site and comparing the Pictures, Drawings, and Specifications with the existing conditions, the bidder should immediately notify the Engineer, in accordance with paragraph 2.0, of any conditions for which



requirements are not clear, or about which there is any question regarding the extent of the work involved.

- 7.3 Should the successful bidder fail to make the required investigation and should a question arise later as to the extent of the work involved in any particular case, then the decision shall be made by the Owner after recommendations by the Engineer as to proper interpretation of the Contract Documents.
- 7.4 Any Contractor with intentions of submitting a bid shall become fully aware of all requirements of the work including site security, access, and parking requirements by the residents located within the project.

## **8.0 CONTRACT AWARD**

- 8.1 The owner agrees that should the contract be awarded, it will be awarded to the lowest responsible bidder and the award will be made within sixty (60) days of the bid opening date, unless otherwise stated in the Proposal.
- 8.2 Immediately following action by the City Commission, the successful bidder will be notified of the award in writing.
- 8.3 The Owner reserves the right to accept or reject any or all bids and options or to accept any combination of options considered advantageous.
- 8.4 In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code and applies to all contracts entered into on or after January 1, 2016. The law states that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity. The law applies to all contracts/purchases of a governmental entity that require an action or vote by the governing body of the entity.

With regards to City of Kingsville purchases, a vendor that is awarded a contract or purchase that is greater than \$50,000 and/or awarded by City Commission is required to electronically create a Form 1295 through the Texas Ethics Commission website ([https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)) and submit a signed and notarized copy of the form to the City. A contract, including City-issued purchase order, will not be enforceable or legally binding until the City receives and acknowledges receipt of the properly completed Form 1295 from the awarded vendor.

## **SPECIAL CONDITIONS**

### **1.01 GENERAL**

The project site is located approximately 1.7 miles southeast of the City of Kingsville at the northeast corner of the intersection of F.M. 2619 and F.M. 2130.

### **1.02 SCOPE OF WORK**

As per contract, construction drawings and specifications.

### **1.03 SUBMITTAL**

Each Bidder shall be required to submit the following completed documents at the time specified and in accordance with the time limits specified elsewhere. At the bid opening the following shall be submitted:

- a. Bid Proposal Form
- b. Bid Bond
- c. Reference and Qualifications Statement

In addition, the successful Bidder shall submit the following items within 10 calendar days of the Notice of Award:

- a. Form of Contract (Agreement)
- b. Performance Bond
- c. Payment Bond
- d. Certificate(s) of Insurance before starting work
- e. Construction Time/Work Schedule
- f. Certificate of Interested Parties Form 1295

The Contractor shall be prepared to provide the City an itemized list of costs for the project. The itemized list may include, but not be limited to materials, labor, profit, insurance, bond, overhead, and any other item necessary to evaluate the budgeted scope of work.

### **1.04 TIME FOR COMPLETION**

The City shall provide the contractor a Notice to Proceed. The Contractor shall begin construction within fourteen (14) calendar days and complete within seventy-four (74) calendar days, counted from the date specified on the Notice to Proceed (sixty (60) calendar day construction period). Allowances for weather days will be permitted upon approval of the Engineer of Record.

The Contractor shall receive a Notice to Proceed after satisfactory delivery of certificates of insurance and after satisfactory execution of the Contract. The Contractor's working hours shall be scheduled between 7:30 a.m. and 6:00 p.m.,

Monday through Saturday. Should the Contractor decide to work beyond 12 hours per day, the Contractor shall be liable to pay the time and expense costs for the CQA firm to provide additional technicians as necessary. The City may allow contractor to work other hours or on weekends, upon prior approval. The City reserves the right to change work hours as required to prevent a public nuisance.

#### **1.05 INSURANCE, PERFORMANCE AND PAYMENT BONDS**

The Contractor shall carry Worker's Compensation Insurance at all times during this contract. Further, the Contractor shall carry sufficient insurance to meet the automobile insurance requirements of the State (liability and property damage) and carry other insurance in sufficient amounts to full protect his/her interests in the project, as well as that of the City and its property. The Contractor shall have the insurance company directly mail a Certificate of Insurance to the City as evidence that such insurance is in good standing.

#### **1.06 CLEANING OF SITE AND STORAGE FACILITIES**

Upon completion of the project, or as directed by the City, the Contractor shall remove all temporary structures and facilities from the site, same to become his/her property, and leave the premises in the condition required by the Engineer of Record.

The Contractor shall make arrangements with the City for access and storage provisions at the site and the areas where he shall confine his activities and shall in no way obstruct any activity of the City and the general public operations and activities.

#### **1.07 PERSONNEL WATER AND SANITARY FACILITIES**

The Contractor shall make adequate arrangements for sanitary facilities. The Contractor shall, at his/her own expense, provide and maintain portable, chemical toilets for employee use at the project site, and such facilities must comply with Health Regulations and requirements. The Contractor shall also provide all workmen and job personnel drinking water in containers labeled as per OSHA regulations.

#### **1.08 BARRICADING AND TRAFFIC CONTROL**

The contractor shall provide and install all barricades, lights, signs, fences, and platforms, necessary to reroute, detour, direct, and convey all vehicular and pedestrian traffic through and/or around the project site.

#### **1.09 CONSTRUCTION LAYOUT**

The Contractor shall be responsible for establishing and verifying all horizontal and vertical measurements, elevations, and grade stakes required to construct the proposed improvements indicated on the contract documents. Any and all discrepancies shall be immediately reported to the Engineer of Record.



## **1.10 UTILITY SERVICE**

The Contractor shall be responsible for all costs of establishing and obtaining electricity during construction for his use. This cost shall be considered incidental to the project and no separate item will be recognized.

The City will make available water stored in stormwater ponds during construction at no cost to the Contractor. The Contractor shall provide all temporary means of conveying same and bear all costs to bring water to places on the site, where it is required by his operation. The Contractor may purchase water from the City. The nearest water source is the City wastewater treatment plant located approximately three miles to the northwest of the landfill entrance.

Utility services to any areas SHALL NOT be interrupted without 24 hours prior notice given to the City Representative who will issue a permit for this interruption.

## **1.11 DUST CONTROL**

The Contractor shall utilize construction methods that minimize the spreading of dust and debris.

## **1.12 SELLING OF DEMOLISHED, REMOVED, AND/OR SALVAGED MATERIAL**

The Contractor shall not sell or give any demolished or salvaged material from this site. The City retains the option to request and claim any salvageable items from the project. The City claimed items should be delivered by the Contractor to a location, within the City limits, selected by the City.

## **1.13 CLEANING UP**

The Contractor shall, at all times, keep the project site free from accumulation of waste material or rubbish caused by his employees or work. Upon completion of the work, the project site shall be free of all rubbish, equipment, tools, and surplus materials and shall leave the site "broom clean" or its equivalent, unless more exactly specified. Any ruts and depressions resulting from the Contractor's vehicle or equipment traffic shall be filled to the original elevation.

In case of dispute, the City may remove any and all construction rubbish at the expense of the Contractor. A final clean-up shall be done to the satisfaction of the Engineer of Record, three (3) days prior to final inspection. The Contractor shall not dispose of any hazardous materials, construction materials, trash, debris, etc., in the public dumpsters.

If required the contractor shall request and coordinate delivery of a dumpster for depositing his construction materials, debris, trash, etc., except hazardous material. Hazardous material shall be the property of the Contractor for removal and disposal in accordance with TCEQ regulations.

#### **1.14 LIQUIDATED DAMAGES**

As actual damages for any delay in completion are impossible to determine, the Contractor and his sureties shall be liable for and shall forfeit to the City an estimated value of the damages that the City will sustain from delay in completion of the work. The Contractor can anticipate an *estimated* cost of \$1,000 per calendar day as liquidated damages for failure to complete the project on time and in accordance with the plans and specifications.

#### **1.15 EARLY COMPLETION INCENTIVE ALLOWANCE (NOT USED)**

~~This allowance shall be in addition to the money due to the Contractor for work performed under the Contract and constitutes an incentive for the Contractor to satisfactorily complete the work in the shortest time possible. The incentive allowance does not remove the Contractor's potential liability for liquidated damages. The maximum incentive allowance shall be thirty (30) calendar days at \$500.00 per calendar day, or \$15,000.00. Early completion to obtain the incentive allowance shall be defined as follows:~~

~~Completion shall occur when ALL project work is performed according to the plans, specifications, and contract documents, and the project has been accepted by the Engineer and the City.~~

#### **1.16 DISPUTES**

In cases of dispute and/or disagreement between the City and the Contractor, the Contractor shall immediately present the Engineer and City, in writing, the objections and reasons. The Contractor may suspend the work, until further written response and instructions are delivered to the Contractor. Suspended time during cases of dispute shall not constitute additional compensation to the Contractor.

END OF SECTION

**CITY OF KINGSVILLE LANDFILL SOUTH DRAINAGE  
INFRASTRUCTURE-LINED CHANNEL**

**GENERAL CONDITIONS**

**1.01 CONTRACT DOCUMENTS**

The contract Documents consist of the Instructions to Bidders, General Conditions, Special Conditions, Specifications, Bid Proposal, Plans and all modifications thereof incorporated into any of the documents before the proper execution of the bonds and of the attached and of the Agreement, all of which are attached and are part of the contract following execution of the agreement by an authorized representative of the City and Contractor. The Contract Documents are complementary and what is called for by any one is as binding as if called for by all.

**1.02 DRAWINGS AND SPECIFICATIONS**

Detailed drawings are included in this package.

**1.03 EXCEPTIONS TO PLANS AND SPECIFICATIONS**

Exceptions and inconsistencies in Plans and Specifications shall be brought to the attention of the Engineer, promptly before the bid date. Unless the Engineer receives notice before the bid opening, it shall be assumed that all contract documents are acceptable as written and that the successful bidder will complete the project satisfactorily in the scheduled time period, for the amount bid having examined the plans, specifications, other contract documents, and the site of proposed work; and being familiar with all the conditions surrounding the construction of the proposed project, including the availability of materials and labor.

**1.04 VERIFICATION OF MEASUREMENTS**

It is the Contractor's responsibility to verify all measurements and quantities before ordering materials. Significant deviations from those on the plans shall be reported to the Engineer on a timely basis.

**1.05 SCOPE OF WORK/TIMING OF CONSTRUCTION**

The Plans and Specifications provide for construction of the **CITY OF KINGSVILLE LANDFILL-SOUTH DRAINAGE INFRASTRUCTURE-LINED CHANNEL** for the City of Kingsville. It is the responsibility of the Contractor to provide all work, materials, labor, equipment, tools and supervision to fully complete the project in the construction period specified, in accordance with the Specifications, Drawings, and other Contract Documents. Completion of the project in a timely manner is very important to the normal operations of the City.

## **1.06 NOTICE OF AWARD AND NOTICE TO PROCEED**

Successful bidders will be informed by phone, fax or e-mail by the Engineer of acceptance of the Bid Proposal. In turn, Contractor shall obtain bonds duly executed by a corporate surety(ies) attorney and deliver these along with three (3) signed originals of the Agreement (Contract) to the City Engineer within ten (10) days following Notice of Award. An original copy and two (2) duplicates bearing original signatures of these documents are required.

After acceptance of the bonds and execution of the Contract by the appropriate City Official(s), Contractor will be informed by letter of the date that construction can begin in the written Notice to Proceed issued by the City Engineer.

Contractor shall begin work within fourteen (14) calendar days of the date specified in the Notice to Proceed and diligently pursue completion of the project within the required time. The Contractor will be responsible to schedule his work and receipt of materials in order that the project is fully completed within the period specified on the Agreement.

## **1.07 TIME OF COMPLETION**

The Contractor shall complete the project within the number of days required by the special Conditions, counted from the date specified on the Notice to Proceed. Allowances for weather days will be permitted upon approval of the City. Contractor shall be responsible for analyzing inclement weather schedule and forecasting a suitable work schedule.

## **1.08 DELAYS AND EXTENSION OF TIME**

Contractor may be granted an extension of time because of inclement weather, changes in scope of work, or other causes beyond reasonable expectation of the Contractor.

Claims for an extension(s) of time shall be submitted in writing to the Engineer within ten (10) days after the occurrence of the event that results in a request for a delay.

## **1.09 SATISFACTORY COMPLETION**

At completion of work, Contractor shall notify the Engineer who will schedule an inspection of the work and make a written list of any items of work that do not meet the Specifications or are unsatisfactory in quality, quantity or appearance. Contractor shall make all corrections on this list before applying for final payment. It shall be agreed that the purpose of this project is to construct a complete project and that omission of incidental items that might be necessary for a complete project will be provided and installed by the Contractor before the final payment is approved.

## **1.10 CITY REPRESENTATIVE**

The City Representative is Mr. Rutilio "Rudy" Mora, P.E., City Engineer. His office phone number is (361) 595-8007.

### 1.11 CONTRACT PAYMENTS

If requested by the contractor, the City will make one (1) progress payment per thirty (30) day periods during the construction work for work in place and for materials stored on site at that time. A 5% retainage will be withheld pending satisfactory final completion of the project and certification by City Representative. Contractor may make application for payment by the procedure described herein. **Failure to provide this documentation within ninety (90) calendar days of final acceptance of the project will result in the contractor forfeiting the entire 5% retainage payment of the contract.**

In order to apply for payment, Contractor shall submit an Estimate for Partial Payment to the Engineer using the form provided in Section 01027. Note that it normally takes from three (3) to four (4) weeks to receive payment following receipt of the Application for Payment. All payments will be subject to the City Engineer's approval.

### 1.12 CHANGE ORDER ADMINISTRATION

Request for extra or modified work initiated on behalf of the City or Contractor shall be presented in three (3) originals to the Engineer. Proposals shall include itemized costs for the proposed work. Proposals shall include itemized costs along with any time extension required to complete the work. **Work authorized by a change order shall not commence before the change order is signed by the Contractor, the Engineer and the City Manager.**

### 1.13 WARRANTY

Contractor shall warrant all workmanship and furnished materials to be free from defects and remain in perfect condition for one (1) year following the date of acceptance or final completion, whichever is later. Losses and damages resulting from negligence by City or vandalism shall not be covered under this warranty. Signing of the contract shall constitute Contractor's acceptance of this warranty provision.

### 1.14 INSURANCE REQUIREMENTS

#### I. CONTRACTOR'S LIABILITY INSURANCE

- A. Contractor must not commence work under this contract until all insurance required has been obtained and such insurance has been approved by the City. Contractor must not allow any subcontractor to commence work until all similar insurance required of any subcontractor has been obtained.
- B. Contractor must furnish to the City's HR Specialist and Public Works Director, 1 copy of Certificates of Insurance (COI) with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City's HR Specialist. The City of Kingsville must be listed as an additional insured on the General Liability and Auto Liability policies **by endorsement**, and a waiver of subrogation is required on all applicable policies including Workers' Compensation. **Endorsements** must be provided with COI. Project name and or number must be listed in Description Box of COI.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
<b>30-written day notice of cancellation, required on all certificates or by applicable policy endorsements</b>	<b>Bodily Injury and Property Damage</b> Per occurrence - aggregate
Commercial General Liability including: 1. Commercial Broad Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors	\$1,000,000 Per Occurrence \$2,000,000 Aggregate
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$1,000,000 Combined Single Limit
WORKERS' COMPENSATION  EMPLOYER'S LIABILITY	Statutory  \$500,000 /\$500,000 /\$500,000

C. In the event of accidents of any kind related to this agreement, Contractor must furnish the Risk Manager with copies of all reports of any accidents within 10 days of the accident.

II. ADDITIONAL REQUIREMENTS

A. Applicable for paid employees, Contractor must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in an amount sufficient to assure that all workers' compensation obligations incurred by the Contractor will be promptly met.

B. Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.

C. Contractor shall be required to submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Contractor shall pay any costs incurred resulting from said changes. All notices required by this exhibit shall be given to City at the following address:

City of Kingsville  
Attn: HR Specialist  
P.O. Box 1458  
Kingsville, TX 78364

- D. Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**
- List the City of Kingsville and its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations, completed operation and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation policy;
  - Provide for an endorsement that the "other insurance" clause shall not apply to the City of Kingsville where the City is an additional insured shown on the policy;
  - Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City. An All States Endorsement will be required for companies not domiciled in Texas; and
  - Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- E. Within five (5) calendar days of a suspension, cancellation, or non-renewal of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's work should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.
- F. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) if any, which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.
- G. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this contract.
- H. It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of Kingsville for liability arising out of operations under this contract.
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

### **1.15 HOLD HARMLESS CLAUSE**

Except for loss or damage caused solely by the negligence of the City, established by clear and convincing evidence thereof, the contractor shall save and hold the City harmless from and against all liability, claims and demands for personal injuries, including death, or property loss or damage to anyone (including contractor, subcontractors, third parties, and employees of such parties), arising out of or in any manner connected with or related to the performance of this contract, even if such loss or damage is due in part to the City's negligence; and the Contractor shall, at its own expense, pay all charges of attorneys and all costs and other expenses arising therefrom.

### **1.16 LAWS TO BE OBSERVED AND WORK STANDARD**

Contractor shall familiarize himself/herself with, and at all times comply with Federal, State and Local laws, ordinances, and regulations that affect the conduct of the work. The installation of materials shall be in accordance with the plans and specifications, and if a conflict arises between these then it should be brought immediately to the attention of the Engineer. In any event, such a conflict shall not invalidate the other portions of the contract or other requirements of the contract documents on the part of the City or Contractor.

Items of work that are required but not specifically drawn or specified shall be completed in a workmanlike manner and be consistent with standard construction practice at the time of installation. In cases of conflict, a sufficient test for work quality will be that the installed work meets, or exceeds the standards set by the International Building Code or other recognized agency.

### **1.17 SAFETY**

The Contractor shall be responsible for initiating, maintaining, and supervising a safety program during the construction phase. The Contractor's Superintendent or Supervisor shall be considered responsible for safety on the job site. The Contractor shall take precautions for the safety and protection of:

- a. Employees, the City, and Citizens.
- b. All work and materials to be incorporated in the job, whether in use or storage on the job site, or off.
- c. All other property on or adjacent to the job site.
- d. Proper warning, barricading and traffic control and/or signs, when applicable.

The Contractor shall provide sufficient, safe and proper facilities at all reasonable times for the observation and/or inspection of the work by the City of Kingsville Representative and any other City Representative who may make periodic visits to the site to inspect the progress and quality of the work and to determine if the work is proceeding in accordance with the specifications. The Contractor shall comply with all applicable laws, ordinances and regulations.



### **1.18 STATE AND LOCAL TAXES/BUILDING PERMIT**

All prices quoted for this project shall include taxes, permits, and fees required to complete the project. The Contractor shall comply with all applicable requirements of the State of Texas during construction. The project is tax exempt and the contractor should request a tax-exempt certificate from the City Finance Department prior to purchasing any materials. No permits are required for this project.

### **1.19 PARKING**

Contractor's employees may park their vehicles near the construction site in areas designated by the City Representative. These areas will be identified by the Engineer. Contractor must become familiar with parking requirements of the City of Kingsville.

### **1.20 SUPERINTENDENT**

The Contractor shall maintain a competent, responsible, fluent English or English bilingual superintendent on the job site to provide guidance during the work in progress. The superintendent shall represent the Contractor in his absence, and all directives given him by the City Engineer shall be as binding as if given to the Contractor.

### **1.21 WORKERS OF GOOD CHARACTER**

Contractor shall insure employment by him/her and by associated Subcontractors of persons of good character and shall insure that all behave in a manner consistent with recognized adult behavior while working on this Project. In addition, the Contractor shall instruct and/or convey to all such employees that any display of bad manners or sloppy dress deemed objectionable to the City Engineer, or to visitors on the site, will not be tolerated.

### **1.22 SUBCONTRACTOR LIST/RESPONSIBILITY**

Contractor shall furnish a listing of all subcontractors who will be involved in the project prior to beginning work on the project. Should a subcontractor consistently fail to perform satisfactorily, it shall be the Contractor's responsibility to remove the subcontractor and correct any substandard work at no additional cost to the City.

### **1.23 MATERIAL STORAGE/SECURITY**

The Contractor and subcontractors shall maintain such office and storage facilities on the site as may be necessary for the proper conduct of the work. These shall be located so as to cause no interference with any work to be performed on the site. The City Representative shall be consulted with regard to locations.

Contractor shall confine storage of materials to those areas designated by the City. The Contractor shall properly secure the construction area and material storage site in order to protect his/her work, tools, and all materials (including City's) from unauthorized access and vandalism.

#### **1.24 CLEANUP/EXCESS MATERIALS/DEBRIS CONTROL**

Regular cleanup by the Contractor shall be an integral part of the work. Debris and spoils shall be neatly stockpiled and hauled from the job site in a timely manner. Proper measures shall be taken to prevent debris from being carried and/or blown out of the construction area. Aggregates, fuels, liquids, and tools shall be protected from environmental forces so as to protect personnel and property in and around the work site. The Contractor shall be responsible for disposal of construction debris and trash. Hazardous material shall be the property of the Contractor for removal and disposal in accordance with TCEQ regulations. Any provisions for showering or clean-up must be provided by the Contractor. All excess materials and construction debris shall become property of the Contractor for disposal at a location approved by the Engineer. The Contractor will remove all debris and broom clean the work site at completion of the project.

#### **1.25 OWNERSHIP OF EXCESS DEMOLITION MATERIALS**

Materials and/or equipment that are removed during the demolition process and not scheduled for re-use in the Plans are the property of the City. Thus the City reserves the right to take possession and make use of these in other ways. A listing of those materials to be retained will be provided to Contractor's superintendent at the beginning of construction work. These items shall be carefully removed during demolition and turned over to the City at a mutually agreeable location near the work site.

**CITY OF KINGSVILLE  
BID BOND**

KNOW ALL MEN BY THESE PRESENTS,

That we, \_\_\_\_\_  
(Name and Address of Bidder)

hereinafter called the Principal, and \_\_\_\_\_, (Surety), a corporation or firm duly authorized to transact surety business in the City of Kingsville and listed in the current notice of the Department of Treasury list of companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies, hereinafter called the Surety, are held and firmly bound unto the City of Kingsville hereinafter called the Obligee, in the sum of not less than five percent (5%) of the greatest total amount of the bidder's proposal, as a proposal guarantee, the payment of which sum will and truly be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for: Project Number: \_\_\_\_\_

\_\_\_\_\_  
(Full name and location of project)

NOW, THEREFORE, if the Obligee shall award the Contract to the Principal and the Principal shall enter into the Contract in writing with the Obligee in accordance with terms of such bid, and furnish such bonds and other instruments as may be specified in the Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, then this bond shall be null and void. If in the event of failure of the Principal to execute such contract and furnish such bonds and other instruments required by the Contract Documents to the Principal for execution, this bond shall become the property of the Obligee, without recourse of the Principal and/or Surety, not as a penalty but as liquidated damages.

Signed this \_\_\_\_\_ DAY of \_\_\_\_\_, 2024.

By: \_\_\_\_\_  
(Bidder)

\_\_\_\_\_  
\*By: \_\_\_\_\_  
(Surety)

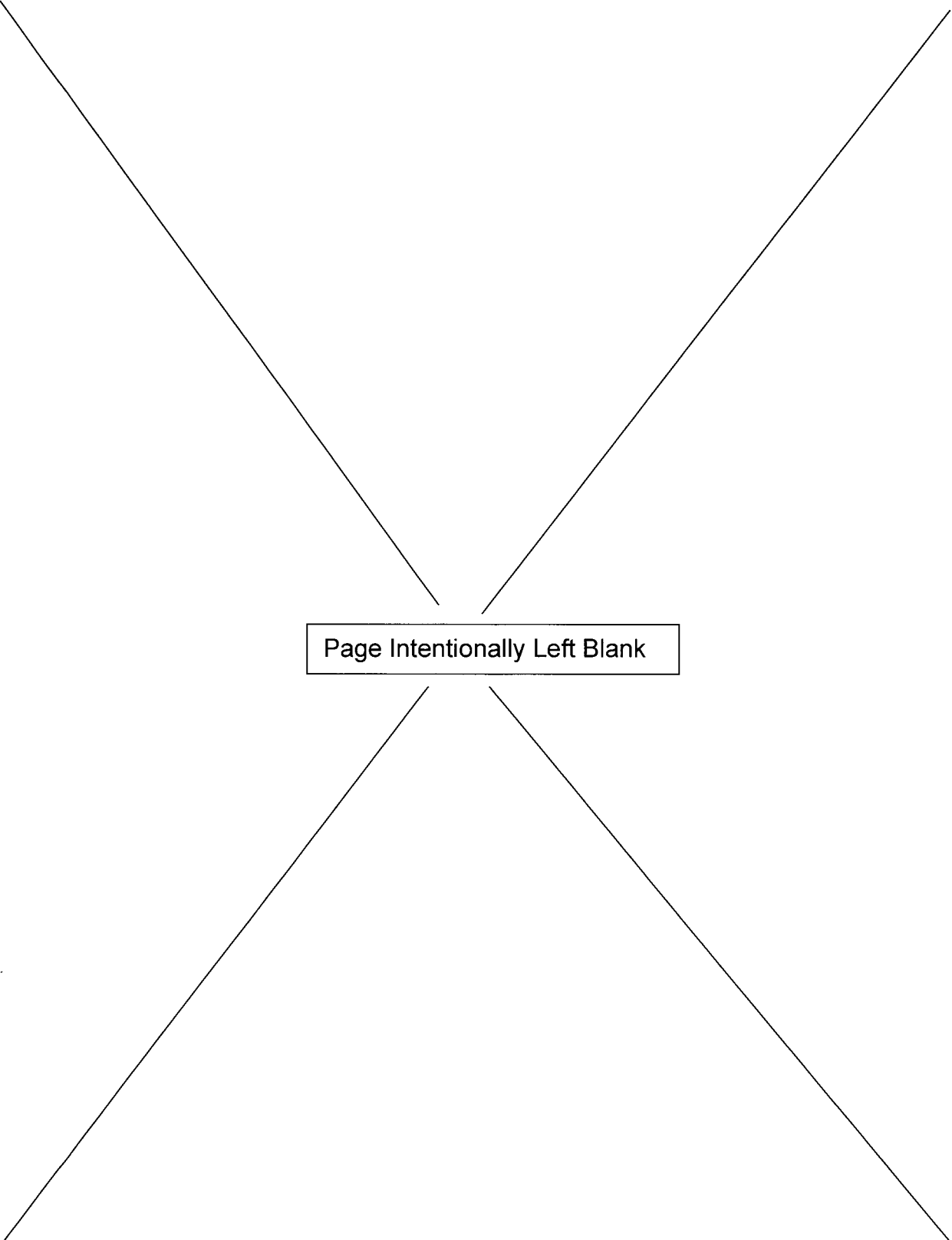
\_\_\_\_\_  
(Attorney-in Fact)

\*Attach Power of Attorney (Surety) for Attorney-in-Fact.

**Surety Seal**

**DISCLOSURE OF GUARANTY FUND NONPARTICIPATION**

In the event the insurer is unable to fulfill its contractual obligation under this policy or contract or application or certificate or evidence of coverage the policyholder or certificateholder is not protected by an insurance guaranty fund or other solvency protection arrangement.



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**PERFORMANCE BOND**

CITY OF KINGSVILLE  
COUNTY OF **KLEBERG**

KNOWN ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are hereby held and firmly bound unto the City of Kingsville in the penal sum of:

\_\_\_\_\_ Dollars \$\_\_\_\_\_ for the payment whereof, the said Principal and Surety bind themselves, their heirs, executors, administrators and successors, jointly and severally firmly by these presents.

The conditions of this obligation are such that, whereas the Principal entered into a certain contract, hereto attached and made part hereof, with the City of Kingsville dated \_\_\_\_\_ for the

Now, if the Principal shall faithfully perform the contract in accordance with the plans, specifications and contract documents, and shall fully indemnify and save harmless the City of Kingsville from all costs of damage which the City of Kingsville may suffer by reason of the Principal's default or failure to perform and shall fully reimburse and repay the City of Kingsville all outlay and expense which the City of Kingsville may incur in making good any such default, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

In the event Principal is in default under the contract as defined herein, Surety will within fifteen (15) days of determination of such default take over and assume completion of such contract and become entitled to the payment of the balance of the contract price, or the Surety shall make other arrangements satisfactory with the obligee for the completion of the defaulted work but in no event shall the surety's liability exceed the penalty of this bond.

The 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 the work to be performed thereunder or to 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.

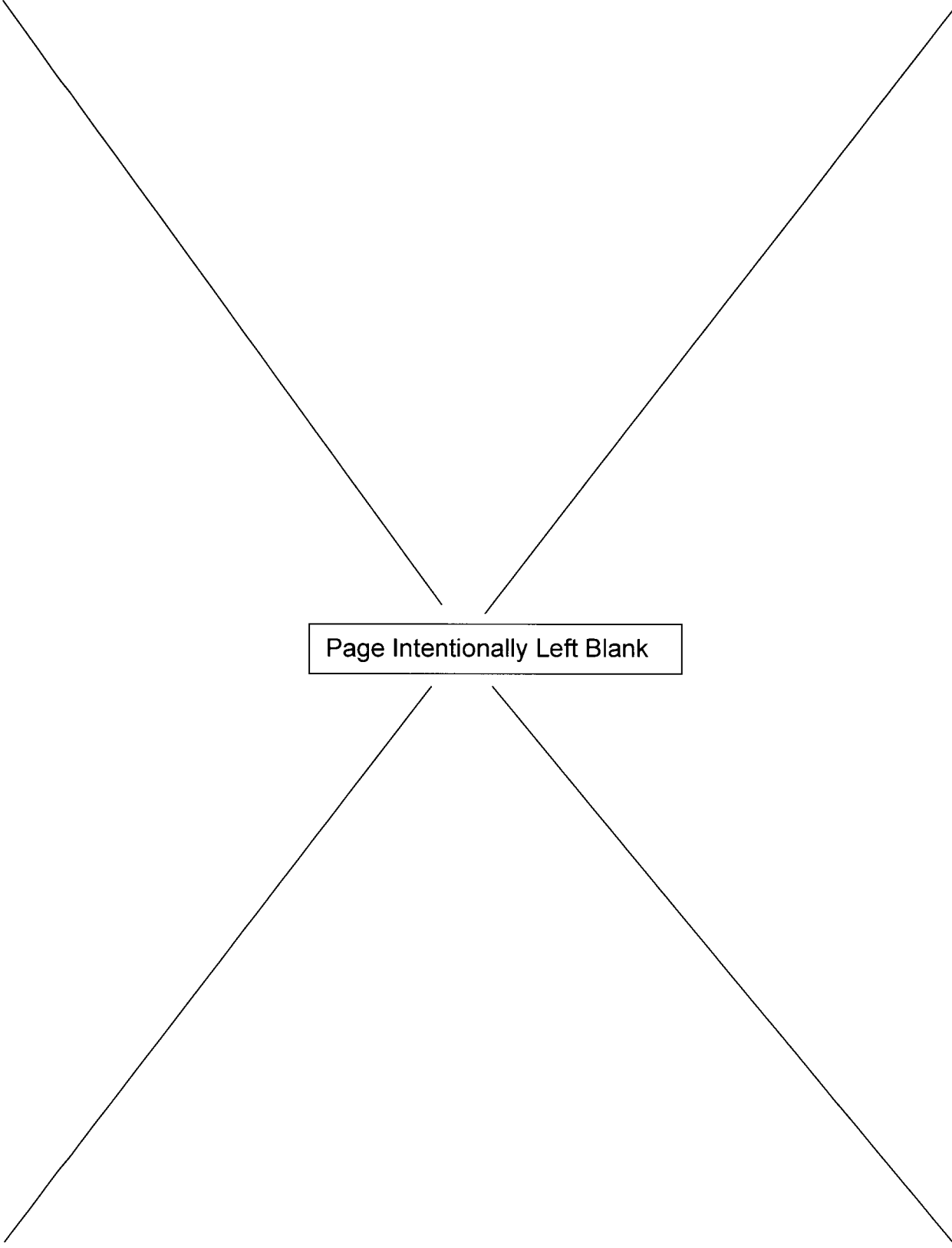
IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 2024, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

\_\_\_\_\_, Principal (PRINCIPAL'S SEAL if a corporation)

By \_\_\_\_\_ Title \_\_\_\_\_

\_\_\_\_\_, Surety

By \_\_\_\_\_ (SURETY'S SEAL)  
Attorney-in-Fact



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**PAYMENT BOND**

CITY OF KINGSVILLE  
COUNTY OF **KLEBERG**

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety,  
are hereby held and firmly bound unto the City of Kingsville in the penal sum of:

\_\_\_\_\_ Dollars \$ \_\_\_\_\_ for the payment whereof, the  
said Principal and Surety bind themselves, their heirs, executors, administrators and successors, jointly and  
severally firmly by these presents.

The conditions of this obligation are such that, whereas the Principal entered into a certain contract, hereto  
attached and made part hereof, with the City of Kingsville, dated \_\_\_\_\_ for the  
\_\_\_\_\_

Now, if the Principal shall promptly make payments to all claimants, as defined in Article 5160, Revised Civil  
Statutes of Texas, 1925, as amended, supplying labor and materials in the prosecution of the work provided  
for in said contract documents, then this obligation shall be null and void, otherwise it shall remain in full  
force and effect.

This bond is made and entered into solely for the protection of all claimants supplying labor and material in  
the prosecution of the work provided for in said contract documents, and all such claimants shall have a  
direct right of action under the bond as provided in Article 5160, Revised Civil Statutes, 1925, as amended.

The surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or  
addition to the terms of the contract documents or to the work to be performed thereunder 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 documents or to the work to be performed thereunder.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals  
this \_\_\_\_\_ day of \_\_\_\_\_, 2024, the name and corporate seal of each corporate  
party being hereto affixed and these presents duly signed by its undersigned representative pursuant to  
authority of its governing body.

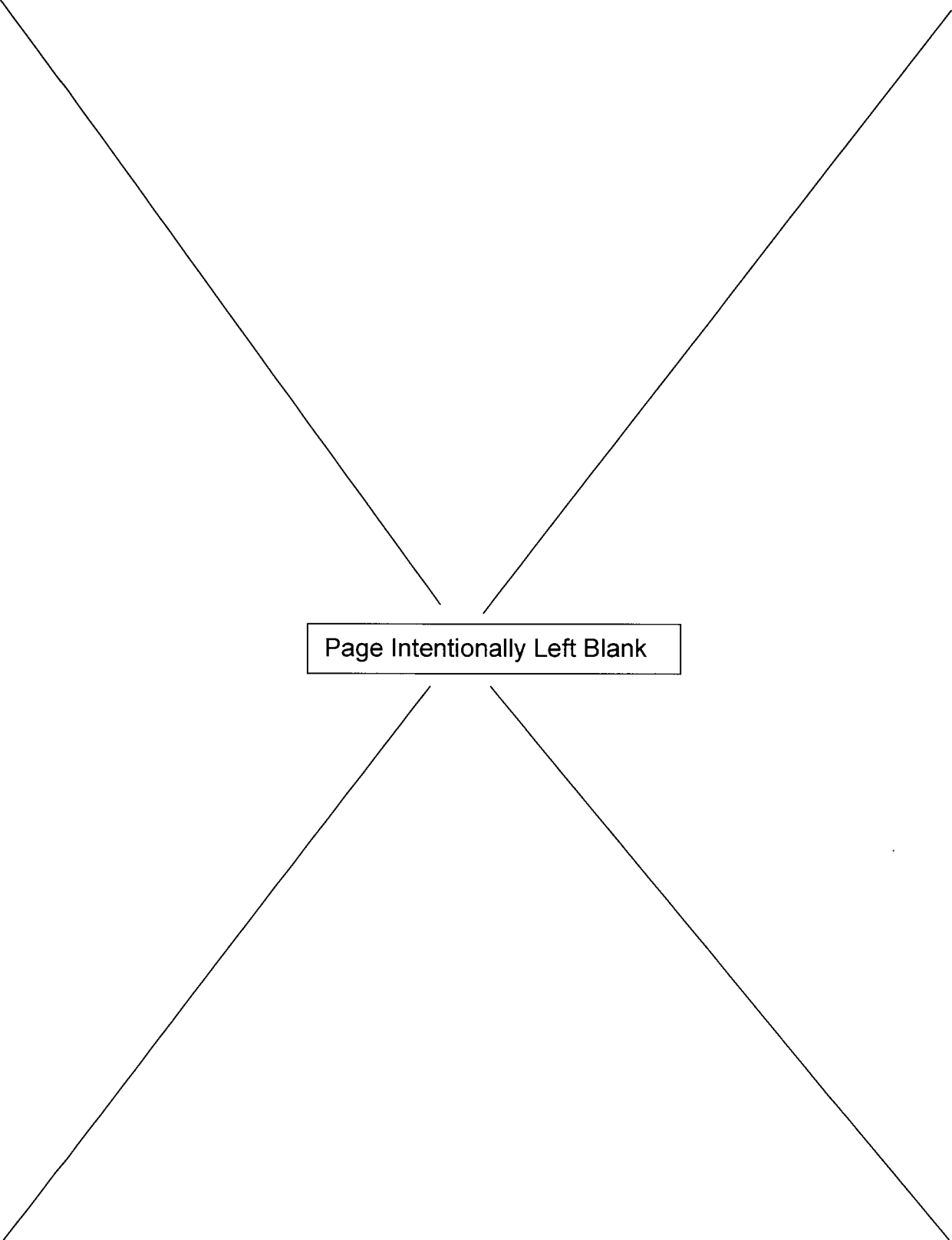
\_\_\_\_\_, Principal (PRINCIPAL'S SEAL if a corporation)

By: \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_, Surety

By \_\_\_\_\_ (SURETY'S SEAL)

Attorney-in-Fact



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### REFERENCE AND QUALIFICATIONS STATEMENT

All questions must be answered and the data given must be clear and comprehensive, additional information may be provided on separate attached sheets. This form must be complete with the most recent similar type projects within the past three years and other current information.

Project Owner: \_\_\_\_\_

Owner Address: \_\_\_\_\_

Owner Phone: \_\_\_\_\_

Date Completed: \_\_\_\_\_ Total Cost: \_\_\_\_\_

Project Owner: \_\_\_\_\_

Owner Address: \_\_\_\_\_

Owner Phone: \_\_\_\_\_

Date Completed: \_\_\_\_\_ Total Cost: \_\_\_\_\_

Project Owner: \_\_\_\_\_

Owner Address: \_\_\_\_\_

Owner Phone: \_\_\_\_\_

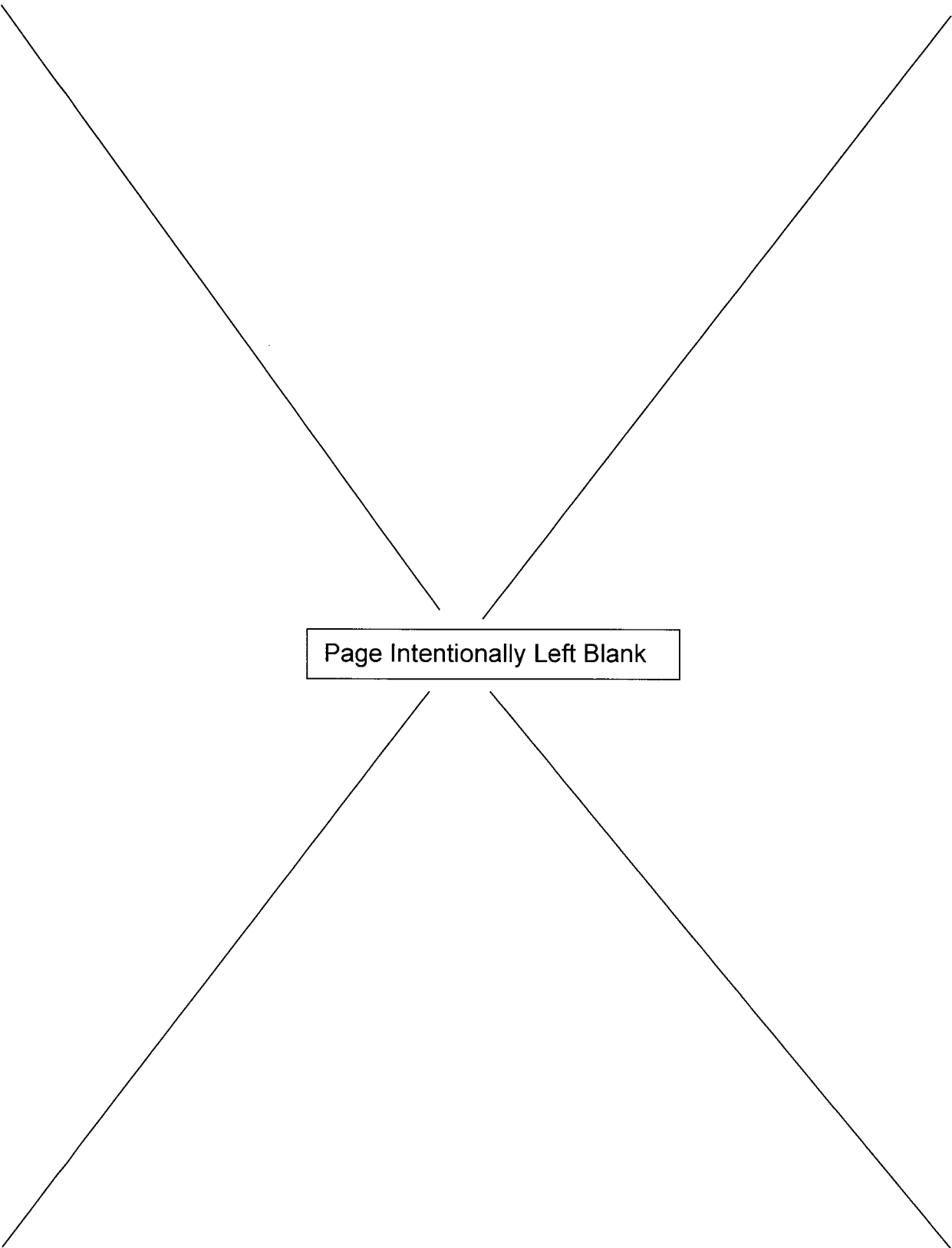
Date Completed: \_\_\_\_\_ Total Cost: \_\_\_\_\_

Contracts in Progress:

Owner	Expected Completion Date	Amount
_____	_____	_____
_____	_____	_____
_____	_____	_____

Name of Bank Reference: \_\_\_\_\_

Name of Bank Officer: \_\_\_\_\_ Phone: \_\_\_\_\_



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## CONTRACT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between \_\_\_\_\_ hereinafter called the CONTRACTOR, and the City of Kingsville, hereinafter called the OWNER or CITY.

WITNESSETH, that the Contractor and Owner for the consideration hereinafter named agree as follows:

**Article 1 - Scope of Work:** The Contractor shall furnish all the materials and perform all the work called for in the Contract Documents and described in the Specifications entitled:

**BID NO # 24-13      CITY OF KINGSVILLE LANDFILL SOUTH DRAINAGE  
INFRASTRUCTURE-LINED CHANNEL**

**Article 2 - Time of Completion:** The Contractor shall begin work at the job site within fourteen (14) days after the date of the Notice to Proceed issued by the Owner's Representative. The work to be performed under this contract shall be completed in seventy-four (74) consecutive calendar days plus any extended days approved by the Owner's Representative in accordance with the Specifications. For each calendar day that any work is not completed after the expiration of the time, as calculated fourteen (14) days from the date of the Notice to Proceed plus consecutive calendar days stated above plus approved extended days, the sum of One Thousand Dollars (\$1,000.00), per calendar day, will be deducted from the money due or to become due the Contractor, not as a penalty, but as liquidated damages and added for administration.

**Article 3 - The Contract Sum:** The Owner shall pay for the performance of the Contract, subject to additions and deductions provided therein, the sum of [\$\_\_\_\_\_].

**Article 4 - Partial Payment:** Owner shall make progress payments as approved by the Owner's Representative in accordance with the General Conditions.

**Article 5 - Acceptance and Final Payment:** Final payment shall be due on acceptance of the work, provided the Contract has been completed as provided in the General Conditions.

Before issuance of the final payment, the contractor shall submit evidence, satisfactory to the City of Kingsville that all payrolls, material bills, subcontractors and other indebtedness connected with the work have been paid in full. **Failure to provide this documentation within ninety (90) calendar days of final acceptance of the project will result in the contractor forfeiting the entire 5% retainage payment of the contract.**

**Article 6 - The Contract Documents:** The Specifications, the Proposal, the Instructions to Bidders and the Drawings, together with this Agreement, form the Contract Documents and they are as fully a part of the Contract Documents as if hereto attached or herein repeated.

IN WITNESS WHEREOF, the parties to these present have executed this Contract in the year and day first above mentioned.

CITY OF KINGSVILLE

**OWNER**

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
**CONTRACTOR**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State & Zip

**CITY OF KINGSVILLE**

**BID FORM**

Bid Form from \_\_\_\_\_ a  
(Corporation/Partnership/Individual) doing business as \_\_\_\_\_.

The undersigned, as bidder, declares that the only person or parties interested in this Proposal as principals are those named herein; that this Proposal is made, without collusion with any other person, firm or corporation; that he/she has carefully examined the form of Contract, Instructions to Bidders, Specifications, and the Drawings therein referred to and that he has carefully examined the locations, conditions and the classes of materials of the proposed work; and agrees that he/she will provide all the necessary machinery, tools, apparatus and other means of construction and will do all the work and furnish all the materials called for in the Contract Documents in the manner therein prescribed, for the prices quoted below.

It is understood that the funds for payment of the work contemplated by this proposal are to be derived from an appropriation heretofore made or to be made by the City of Kingsville and that payments on the Contract will be by bank checks.

If a Bidder's Bond is furnished, and not a Certified or Cashier's Check, it is understood the bond will be executed on the Bid Bond form enclosed herein. Failure to do so will constitute an irregular bid, which will be rejected. Use of Surety Company's Bid Bond form will NOT be acceptable.

Addenda No. \_\_\_\_\_ Received by \_\_\_\_\_ Date \_\_\_\_\_

Addenda No. \_\_\_\_\_ Received by \_\_\_\_\_ Date \_\_\_\_\_

Addenda No. \_\_\_\_\_ Received by \_\_\_\_\_ Date \_\_\_\_\_

Addenda No. \_\_\_\_\_ Received by \_\_\_\_\_ Date \_\_\_\_\_

**Bid Item, "Bid No. # 24-13 CITY OF KINGSVILLE LANDFILL SOUTH DRAINAGE INFRASTRUCTURE-LINED CHANNEL"** including supervision, equipment, tools, and other incidental related work required to construct and complete the work in accordance with the drawings and specifications, as prepared by the City of Kingsville, plans dated April 25, 2024

**BASE BID**

Item No.	Quantity and Units	Description
----------	--------------------	-------------

<b>1.</b>	<b>1 LS</b>	<b>Mobilization/Demobilization</b>
Unit Price: \$ _____ (Figures)      \$ _____ (Words)		
Total Price: \$ _____ (Figures)      \$ _____ (Words)		

<b>2.</b>	<b>1 LS</b>	<b>Storm Water Pollution Prevention Control, includes hay bales, silt fence, seeding for erosion control, etc. complete in place, ready to use prior to construction.</b>
Unit Price: \$ _____ (Figures)      \$ _____ (Words)		
Total Price: \$ _____ (Figures)      \$ _____ (Words)		

<b>3.</b>	<b>1 LS</b>	<b>Site Clearing and Stripping, as needed, complete, in place, ready to use.</b>
Unit Price: \$ _____ (Figures)      \$ _____ (Words)		
Total Price: \$ _____ (Figures)      \$ _____ (Words)		

<b>4.</b>	<b>1,300 CY</b>	<b>Excavation and Grading, complete, in place ready to use.</b>
Unit Price: \$	_____	\$ _____
	(Figures)	(Words)
Total Price: \$	_____	\$ _____
	(Figures)	(Words)

<b>5.</b>	<b>13,000 SF</b>	<b>60 mil Flexible Membrane Liner (FML)-Textured, complete in place, ready to use.</b>
Unit Price: \$	_____	\$ _____
	(Figures)	(Words)
Total Price: \$	_____	\$ _____
	(Figures)	(Words)

<b>6.</b>	<b>13,000 SF</b>	<b>4.5" Thick Open Cell Interlocking Concrete Block, complete, in place ready to use.</b>
Unit Price: \$	_____	\$ _____
	(Figures)	(Words)
Total Price: \$	_____	\$ _____
	(Figures)	(Words)

<b>7.</b>	<b>1 LS</b>	<b>Allowance to be used for unanticipated items.</b>
Unit Price: \$	<u>25,000.00</u>	\$ <u>Twenty-Five Thousand Dollars and Zero Cents</u>
	(Figures)	(Words)
Total Price: \$	<u>25,000.00</u>	\$ <u>Twenty-Five Thousand Dollars and Zero Cents</u>
	(Figures)	(Words)

**TOTAL BASE BID, ITEMS 1 THROUGH 7**

for a price of:

\$ \_\_\_\_\_

Total Project Price - words

\$ \_\_\_\_\_

Total Project Price - figures

The work to be completed in (74) consecutive calendar days after the notice to proceed has been issued by the City's Representative.

In submitting this bid, it is understood that the right is reserved by the City of Kingsville to reject any and all bids. The City of Kingsville also reserves the right to award the bid on any or all individual bid items. If written notice of the acceptance of this bid is mailed, e-mailed, faxed or delivered to the undersigned before this bid is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form and furnish the required bond within ten (10) days after the contract is presented to him/her for signature.

**BY SUBMITTING A BID, THE BIDDER AGREES TO ABIDE BY ALL OF THE TERMS AND CONDITIONS OF THE "INVITATION TO BID", GENERAL CONDITIONS, SPECIAL CONDITIONS AND SPECIFICATIONS.**

I certify that the above **"Bid No. # 24-13 CITY OF KINGSVILLE LANDFILL SOUTH DRAINAGE INFRASTRUCTURE-LINED CHANNEL"** will meet or exceed all of the minimum specifications and conditions set forth by the City of Kingsville, Texas.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

\_\_\_\_\_  
(BIDDING FIRM)

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

TELEPHONE: \_\_\_\_\_

BY: \_\_\_\_\_



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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.	<b>OFFICE USE ONLY</b>
<b>1 Name of business entity filing form, and the city, state and country of the business entity's place of business.</b>	Must file online at <a href="http://www.ethics.state.tx.us/File">www.ethics.state.tx.us/File</a>
<b>2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.</b>	

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

4 Name of Interested Party	City, State, Country (place of business)	5 Nature of Interest (check applicable)	
		Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_

My address \_\_\_\_\_ (street) \_\_\_\_\_ (city) \_\_\_\_\_ (state) \_\_\_\_\_ (zip code) \_\_\_\_\_ (country)

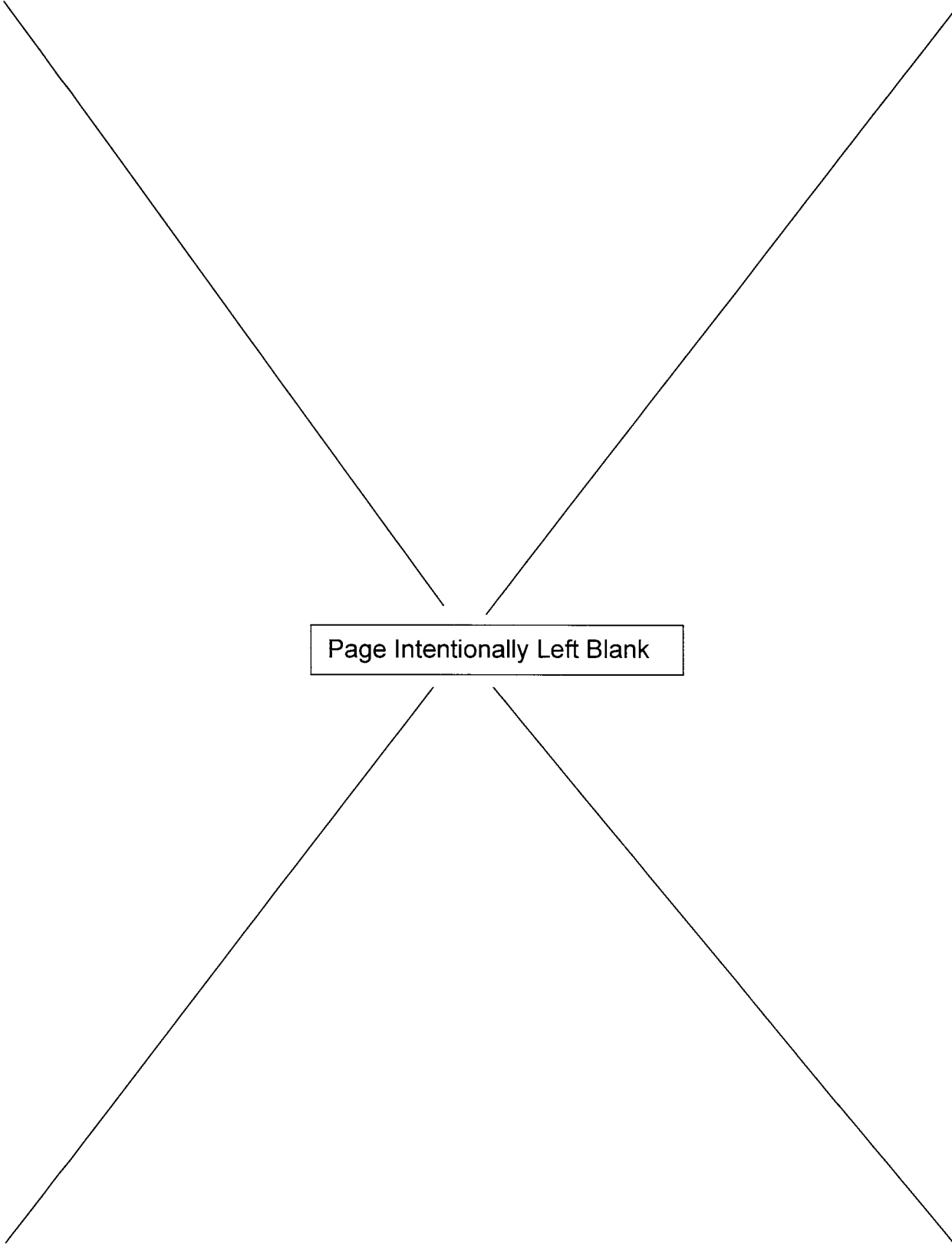
I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(month) (year)

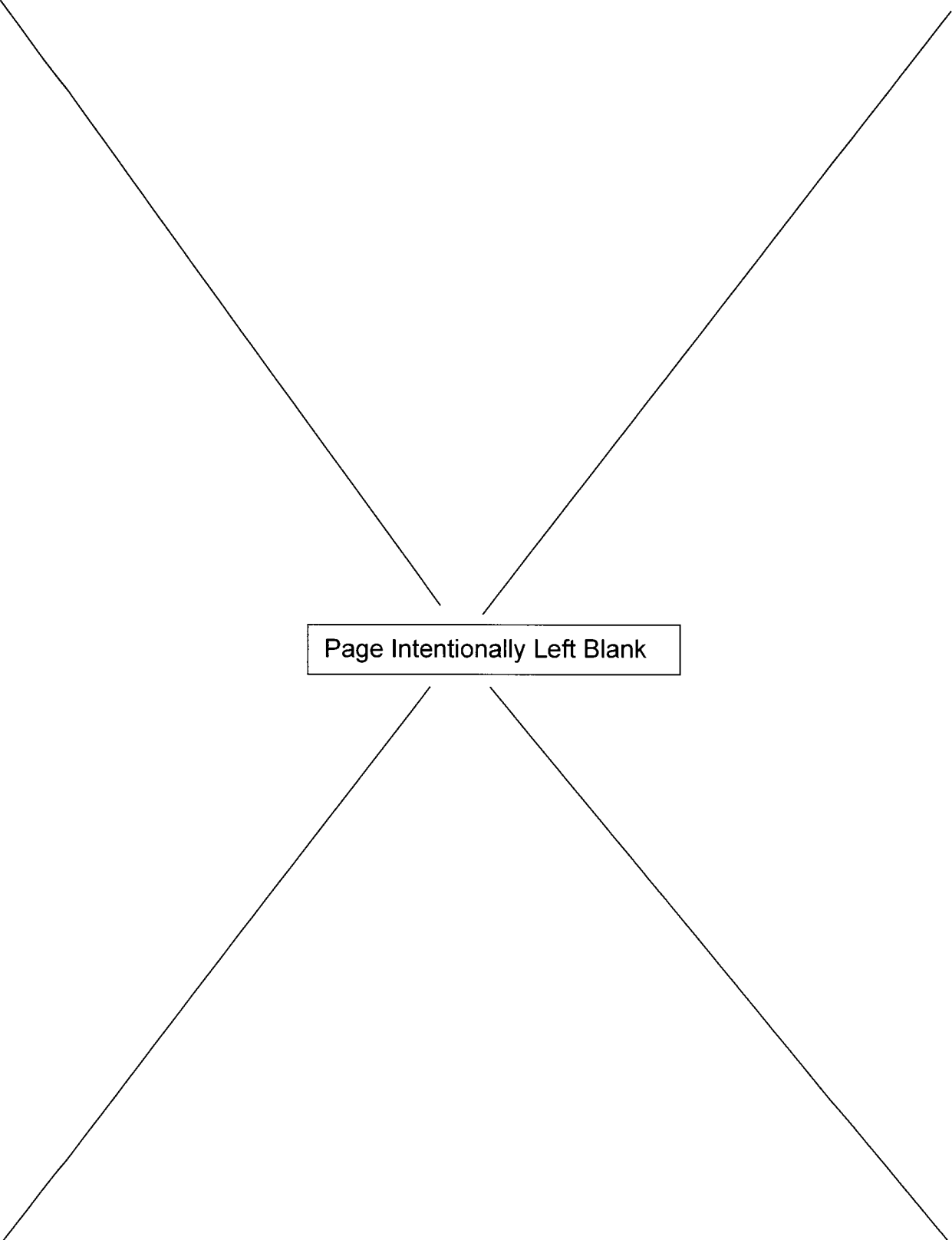
\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)

**ADD ADDITIONAL PAGES AS NECESSARY**



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**DIVISION 1  
GENERAL REQUIREMENTS**



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SECTION 01010

**SUMMARY OF WORK**

**1. GENERAL**

This document shall present a summary of the work to be performed. It outlines the responsibilities of the various parties involved in the project, and establishes the chain of command.

**2. SCOPE OF THE PROJECT**

This project will consist of the construction of a lined channel (60 mil flexible liner and 4.5" interlocking open cell concrete block) for the City of Kingsville Landfill Permit MSW 256-C, including site clearing and stripping, excavation, grading, erosion control, and all other work as described in these specifications and on the attached plans.

**3. PARTIES**

The following parties are involved in the project, with the titles and duties outlined below:

**3.1. Owner**

The Owner shall be the City of Kingsville, Texas, a municipal government chartered by the State of Texas.

**3.2. Design Engineer:**

The Design Engineer shall be Hanson Professional Services Inc. The Engineer shall serve as the Owner's representative. The official contact person for the Design Engineer shall be:

Jon M. Reinhard, P.E.  
Hanson Professional Services Inc.  
4501 Gollihar Road  
Corpus Christi, Texas 78411  
Office: (361) 814-9900  
Facsimile: (361) 814-4401

**3.3. Contractor**

The Contractor shall be the firm or individual selected by the Owner through the competitive bidding process.

**4. PROJECT DRAWINGS**

The following sheets shall govern the work done on this project:

SHEET NO.	DRAWING TITLE
1	Cover Sheet
2	General Notes & Site Layout

- 3 Overall Southern Drainage Plan
- 4 Enlarged Southern Drainage Plan
- 5 Cross Sections
- 6 Storm Water Pollution Prevention Plan

In the event of a conflict between the drawings and specifications, the drawings will govern.

## **5. RESPONSIBILITIES OF THE OWNER**

The Owner shall be responsible for providing direction to the Design Engineer, coordinating the construction with the Contractor and the Quality Control Organization, reviewing contract submittals, making periodic inspections, and processing payments to the parties to the project. The Owner shall appoint a primary construction coordinator for the project. The timing and scheduling of all construction work shall be coordinated through the construction coordinator.

## **6. RESPONSIBILITIES OF THE DESIGN ENGINEER**

The Design Engineer shall prepare the design specifications and drawings, make periodic inspections, perform a final inspection of the completed work, and prepare a set of Record Drawings.

## **7. RESPONSIBILITIES OF THE CONTRACTOR**

**7.1. The Contractor shall be responsible for performing the following work items:**

- 7.1.1. Storm water pollution prevention;
- 7.1.2. Site clearing and stripping;
- 7.1.3. Excavation and grading;
- 7.1.4. Installation of 60-mil FML;
- 7.1.5. Installation of 4.5" interlocking concrete block;
- 7.1.6. Erosion control;

**7.2. All other work required to complete the work in accordance with the plans and specifications.**

## **8. OWNER OCCUPANCY:**

It is imperative that the Owner continue to operate the existing landfill while the construction work is performed. The Contractor shall plan and schedule all work in such a manner as to minimize interferences with the Owner's normal operations.

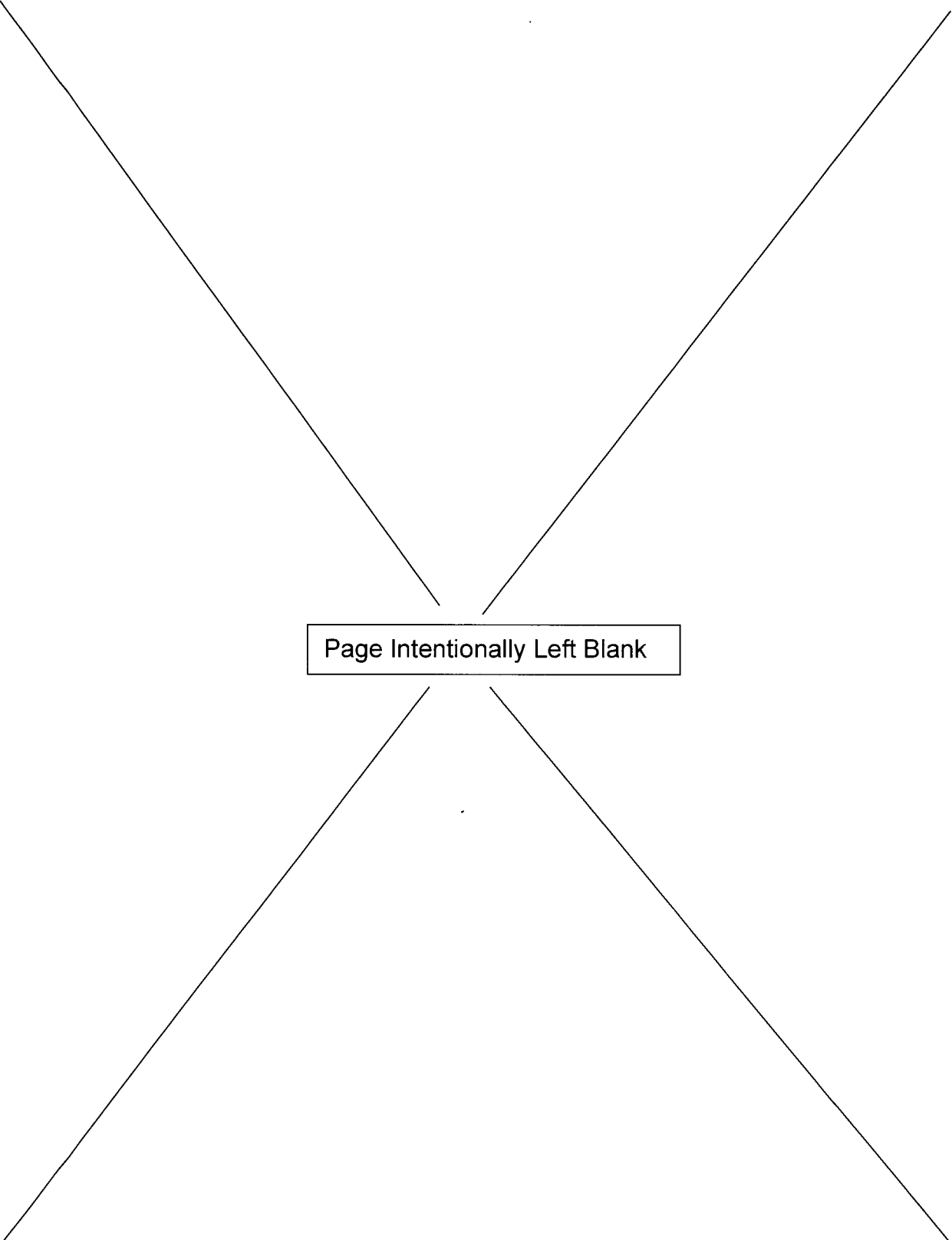
### **8.1. Access to the Site**

The Owner shall be provided access to the site and the surrounding premises during the entire period of construction for the conduct of normal operations. The Contractor shall also allow for Owner to have access to this section.

### **8.2. Cooperation**

All parties shall cooperate with Owner to minimize conflict, and to facilitate the Owner's operations.

\*\*\* END OF SECTION \*\*\*



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**HANSON PROFESSIONAL SERVICES INC.**  
**ESTIMATE FOR PARTIAL PAYMENT**

Project Title: CITY OF KINGSVILLE LANDFILL SOUTH DRAINAGE INFRASTRUCTURE-LINED CHANNEL	
Owner: CITY OF KINGSVILLE, TEXAS	
Owner Project Number:	HANSON Project Number: 22L0145

Contractor:	
Estimate No.	For the Pay Period:
Date of Contract Award:	Date Contract Begun:
Original Contract Amount: \$	Original Contract Days: Calendar
Total Change Order Amount: \$	Change in Contract Days: Calendar
Adjusted Contract Amount: \$	Adjusted Contract Days: Calendar

**ORIGINAL CONTRACT WORK/SCHEDULE OF VALUES**

Item No. and Description	Bid Qty. & Units	Qty. Complete	Contract Price	Amount
<b>AMOUNT OF ORIGINAL CONTRACT ITEMS COMPLETED TO DATE</b>				<b>\$</b>

**CONTRACT CHANGE ORDERS**

Item No. and Description	Change Amount	Change in Days	Percent Complete	Amount Completed
1.				
2.				
3.				
4.				
5.				
6.				
<b>AMOUNT OF CHANGE ORDER ITEMS COMPLETED TO DATE</b>				<b>\$0.00</b>

**SUMMARY OF WORK PERFORMED**

A.	Amount of Original Contract Items Completed to Date	\$
B.	Amount of Change Order Items Completed to Date	
C.	Materials Stored at Close of Period [Schedule Attached]	
D.	Less Amount Retained in Accordance with Contract	
E.	Net Amount Earned on Contract to Date [A + B + C - D]	
F.	Total Payments Previously Authorized	
G.	<b>BALANCE DUE THIS PAYMENT [E - F]</b>	<b>\$</b>

**CONTRACT STATUS**

PAY ESTIMATE	CONTRACT DAYS CHARGED	AMOUNT OF PAYMENT AUTHORIZED
1		\$
2		\$
3		\$
<b>TOTAL CONTRACT DAYS CHARGED:</b>		<b>TOTAL PAYMENT (AUTHORIZED):</b> align="right">\$
<b>CONTRACT DAY REMAINING:</b>		<b>CONTRACT BALANCE:</b> align="right">\$

CERTIFICATION OF CONTRACTOR: According to the best of my knowledge and belief, I certify that all items and amounts shown on the face of this Estimate For Partial Payment are correct, that all work has been performed and/or material supplied in full accordance with the requirements of the referenced Contract, and/or duly authorized deviations, substitutions, alterations, and/or additions, that the foregoing is a true and correct statement of the Contract account up to and including the last day of the period covered by this Estimate and that no part of the "Balance Due This Payment" has been received.

By: \_\_\_\_\_

Date: \_\_\_\_\_

CONTRACTOR

CERTIFICATION OF CITY ENGINEER: I certify that I have checked and verified the above and foregoing Estimate for Partial Payment, and that to the best of my knowledge and belief it is a true and correct statement of work performed and/or material supplied by the Contractor, and that partial payment claimed and requested by the Contractor is correctly computed on the basis of work performed and/or material supplied to this date.

By: \_\_\_\_\_

Date: \_\_\_\_\_

ENGINEER

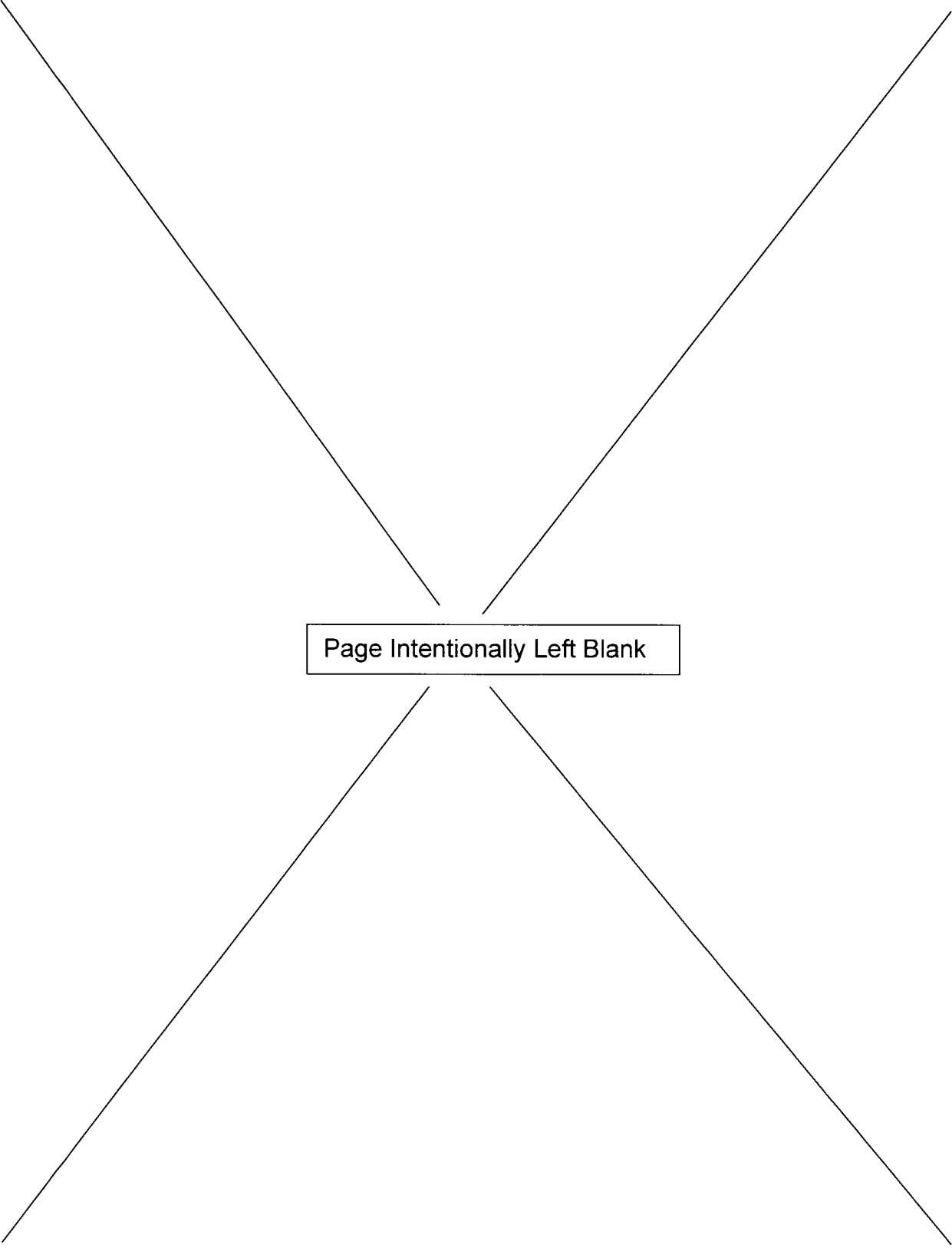
APPROVAL FOR PAYMENT: This Estimate for Partial Payment is approved for payment.

By: \_\_\_\_\_

Date: \_\_\_\_\_

OWNER

\*\*\*\*\* END OF SECTION \*\*\*\*\*



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**HANSON PROFESSIONAL SERVICES INC.**

**CHANGE ORDER**

Project Title: City of Kingsville Landfill South Drainage Infrastructure-Lined Channel			
Owner: City of Kingsville			
Owner Project Number: N/A		HANSON Project Number: 22L0145	
Contractor:			Page 1 of 1
Change Order Number		Date of Issuance	
		Effective Date	Date of Exec.
You are directed to make the following changes in the Contract Documents:			
			Amount
			Days
Original Contract			
Net Change from Previous Change Orders (No.    to No.    )			
Revised Contract Prior to this Change Order			
Net Add (Deduct) for this Change Order			
Revised Contract Including this Change Order			

ENGINEER:

By: \_\_\_\_\_

CONTRACTOR:

By: \_\_\_\_\_

OWNER:

By: \_\_\_\_\_



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SECTION 01039

**COORDINATION AND MEETINGS**

**1. GENERAL**

This specification shall govern the coordination of the project, and give guidance on the necessary meetings.

**2. CONSTRUCTION COORDINATION**

The Contractor shall provide a work schedule indicating anticipated start and completion dates of the proposed work tasks.

**3. PRECONSTRUCTION CONFERENCE**

**3.1. Attendees**

The Owner will schedule a conference after issuing the Notice to Proceed. All parties involved in the construction process shall attend.

**3.2. Agenda:**

The following items shall be discussed:

- 3.2.1. Distribution of construction documents;
- 3.2.2. Introductions of personnel and designation of officials representing each party in the project;
- 3.2.3. Review the responsibilities of each party and establish communication procedures;
- 3.2.4. Project submittals;
- 3.2.5. Project schedule;
- 3.2.6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders and Contract closeout procedures;
- 3.2.7. Use of premises by Owner and Contractor;
- 3.2.8. Temporary utilities provided by Owner;
- 3.2.9. Survey layout; and;
- 3.2.10 Security and housekeeping procedures.

## **4. PROGRESS MEETINGS:**

### **4.1. Frequency and Attendance**

If necessary, the Engineer shall schedule and administer meetings throughout progress of the Work at weekly intervals. The Engineer shall make arrangements for the meetings and preside at the meetings. The Contractor's job superintendent, and representatives shall be present for the meeting.

### **4.2. Agenda**

The following items shall be discussed:

- 4.2.1. Review progress since previous meetings.
- 4.2.2. Review of work progress.
- 4.2.3. Field observations, problems, and decisions.
- 4.2.4. Identification of problems which impede planned progress.
- 4.2.5. Review of submittals schedule and status of submittals.
- 4.2.6. Maintenance of progress schedule.
- 4.2.7. Corrective measures to regain projected schedules.
- 4.2.8. Planned progress during succeeding work period.
- 4.2.9. Coordination of projected progress.
- 4.2.10. Maintenance of quality and work standards.
- 4.2.11. Effect of proposed changes on progress schedule and coordination.
- 4.2.12. Other business relating to the Work.

## **5. PROBLEM RESOLUTION MEETINGS**

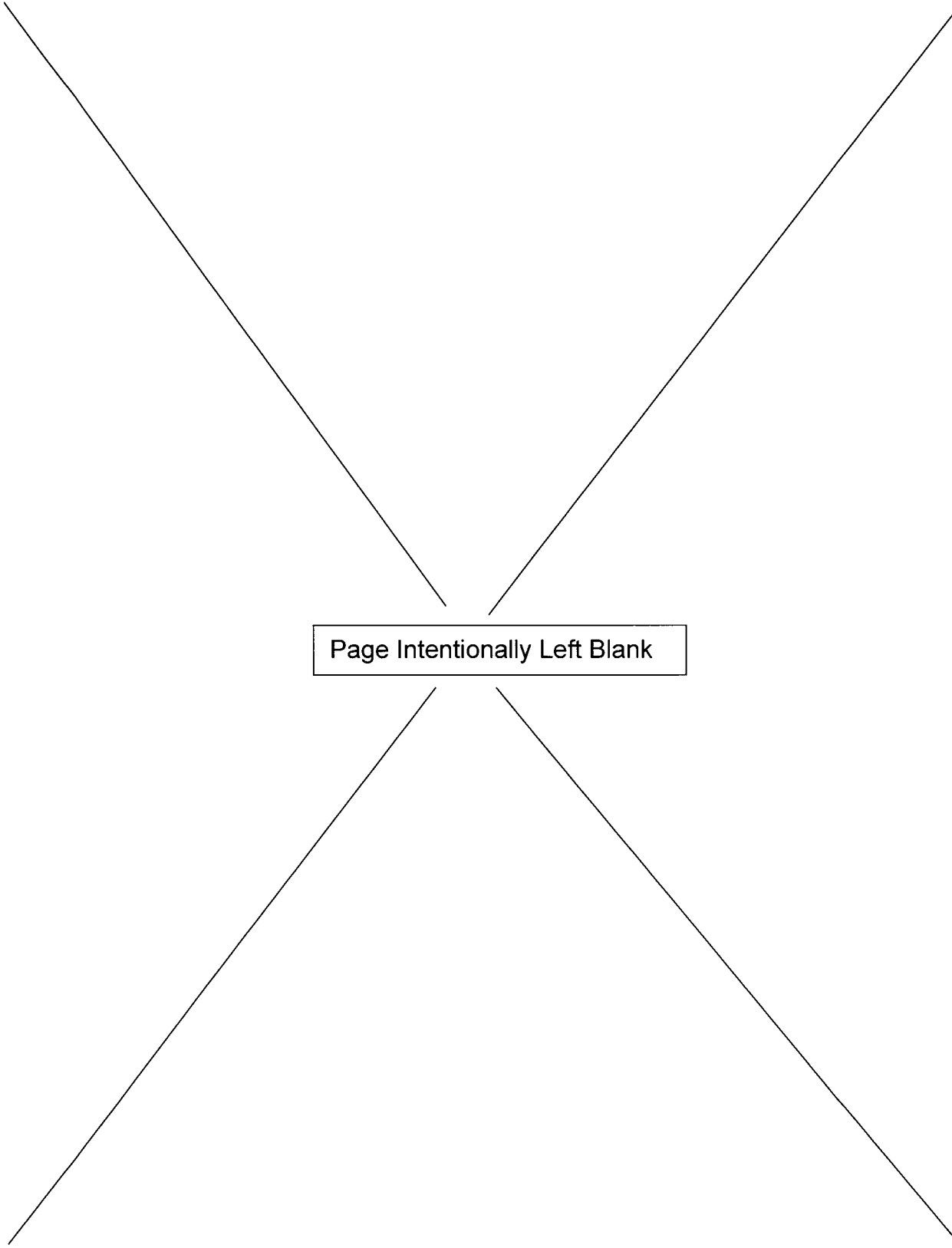
Special meetings may be called by the Contractor or the Engineer to address problems in the construction. The personnel necessary to address the problem shall attend the meeting. The Engineer shall make arrangements for the meeting and preside at meetings.

## **6. COORDINATION**

The Contractor shall coordinate the scheduling, submittals, and work of the various types to assure an efficient and orderly sequence of completion of interdependent construction elements. After Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.



\*\*\* END OF SECTION \*\*\*



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## SECTION 01050

# FIELD ENGINEERING

### 1. GENERAL

This specification shall govern the field engineering and surveying required by the Contractor for the project.

### 2. SUBMITTALS

At the request of the Owner, the Contractor shall submit documentation verifying the adequacy of survey work.

### 3. SURVEYING

The Contractor shall be responsible for construction staking during the project. The Owner shall be responsible for construction certification surveys prior to installation of the FML and as-builts.

### 4. PROJECT RECORD DOCUMENTS

The Contractor shall maintain the following record documents:

#### 4.1. Log of Survey Work

The Contractor shall maintain a complete and accurate log of control and survey work as it progresses. This information shall be provided to the Engineer upon project completion.

#### 4.2. Field Notes

The Contractor shall maintain a complete set of field notes at the project site at all times.

### 5. SURVEY REFERENCE POINTS

#### 5.1. Survey Datum

The control datum for the survey is indicated on the project drawings.

#### 5.2. Verification and Protection of Reference Points

The Contractor shall verify the locations of the Owner's survey control and reference points prior to starting work. He shall promptly notify the Owner of any discrepancies discovered. The Contractor shall protect the Owner's survey control and reference points prior to starting site work. These points shall be preserved during the construction.

### **5.3. Loss, Damage or Destruction of Reference Points**

The Contractor shall promptly report to the Owner the loss, damage or destruction of any reference point or any relocation required because of changes in the work. All dislocated, damaged, or destroyed survey reference points shall be reestablished by the Contractor based on original survey control, at no cost to the Owner.

## **6. SURVEY REQUIREMENTS**

The Contractor shall use appropriate surveying procedures and equipment to establish the lines and grades for the project. Lines and grades shall be controlled from the established reference points.

## **7. VERIFICATION AND QUANTITY SURVEYS**

The Engineer shall perform surveys to verify the adequacy of the work and determine the quantities of the various types of work performed. The Engineer shall calculate and certify the quantities of each item for payment purposes.

Verification surveys will be performed on the following components to satisfy the requirements of TCEQ and the facility permit:

- a. Final excavation grade/bottom
- b. FML limits

The Contractor shall provide the Engineer with three working days notice when the excavated channel is ready to be surveyed. Any points identified by the survey check that require adjustment shall be brought to the proper elevation by the Contractor and then re-surveyed. The additional survey costs shall be paid for by the Contractor.

\*\*\* END OF SECTION \*\*\*

## SECTION 01300

# TECHNICAL SUBMITTALS

### 1. GENERAL

This section consists of an itemized list of documents, samples, and other materials to be submitted by the Contractor for the approval of the Owner. This list is compiled solely to assist the Contractor in meeting the individual submittal requirements outlined in the technical specifications and is not represented as complete in any way. The Contractor shall follow the procedure outlined below when processing submittals.

#### 1.1. Quantity

The Contractor shall transmit three (3) copies of each submittal to be retained by the Owner. Any copies required by the Contractor must be submitted in addition to these three (3) sets.

#### 1.2. Submittal Transmittal Forms

The Contractor shall use the Submittal Transmittal Form attached at the end of this Section. Sequentially number each transmittal form. Resubmittals shall have the original submittal number with an alphabetic suffix. On the submittal form identify the Contractor, the Subcontractor or supplier; pertinent Drawing sheet and detail number(s), and specification Section number, as appropriate.

#### 1.3. Contractor's Stamp

Apply Contractor's stamp, appropriately signed or initialed certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information, is in accordance with the requirements of the Work and Contract Documents.

#### 1.4. Scheduling

Schedule the submittals to expedite the Project, and deliver to the Owner for approval. Coordinate the submission of related items.

#### 1.5. Variations

Identify any proposed variations from the Contract Documents and any Product or system limitations which may be detrimental to successful performance of the completed Work.

#### 1.6. Space Requirements

Provide adequate space for Contractor and Owner review stamps.

## **1.7. Resubmittals**

Revise and resubmit submittals as required and clearly identify all changes made since previous submittal.

## **2. CONTRACTOR SUBMITTALS**

In addition to the **interlocking concrete block**, the Contractor shall submit the following items:

### **2.1. Section 01039, "Coordination and Meetings"**

The Contractor shall submit a work schedule which indicates the sequence of the various work tasks to be performed, and estimated dates associated with completion of the various items.

### **2.2. Section 01050, "Field Engineering"**

At the request of the Owner, the Contractor shall submit detailed information as indicated in this specification.

### **2.3. Section 02800, "Erosion Control"**

The Contractor shall submit documentation which indicates that all work necessary for installing the erosion control on disturbed areas, including fertilizing, planting seeds and maintaining vegetation required for the project and all materials proposed for use will meet the requirements of this specification.

### **2.4. Section 02240, "Silt Fencing"**

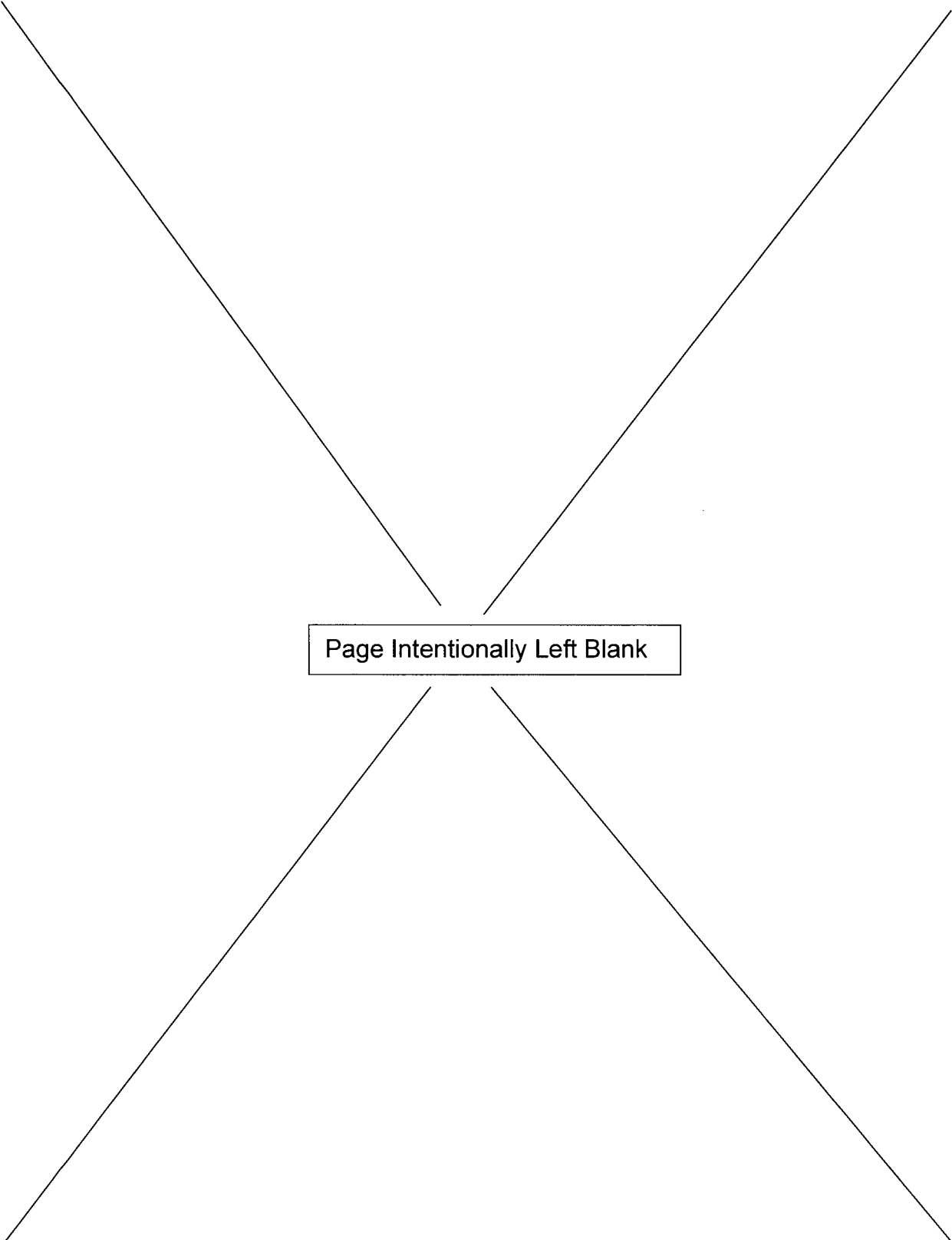
The Contractor shall submit documentation which indicates that all work necessary for installing the silt fence and all materials proposed for use will meet the requirements of this specification.

### **2.5. Section 13250, "Synthetic Flexible Membrane Liners - HDPE"**

The Contractor shall submit documentation which indicates that all materials proposed for use will meet the requirements of this specification.

\*\*\* END OF SECTION \*\*\*

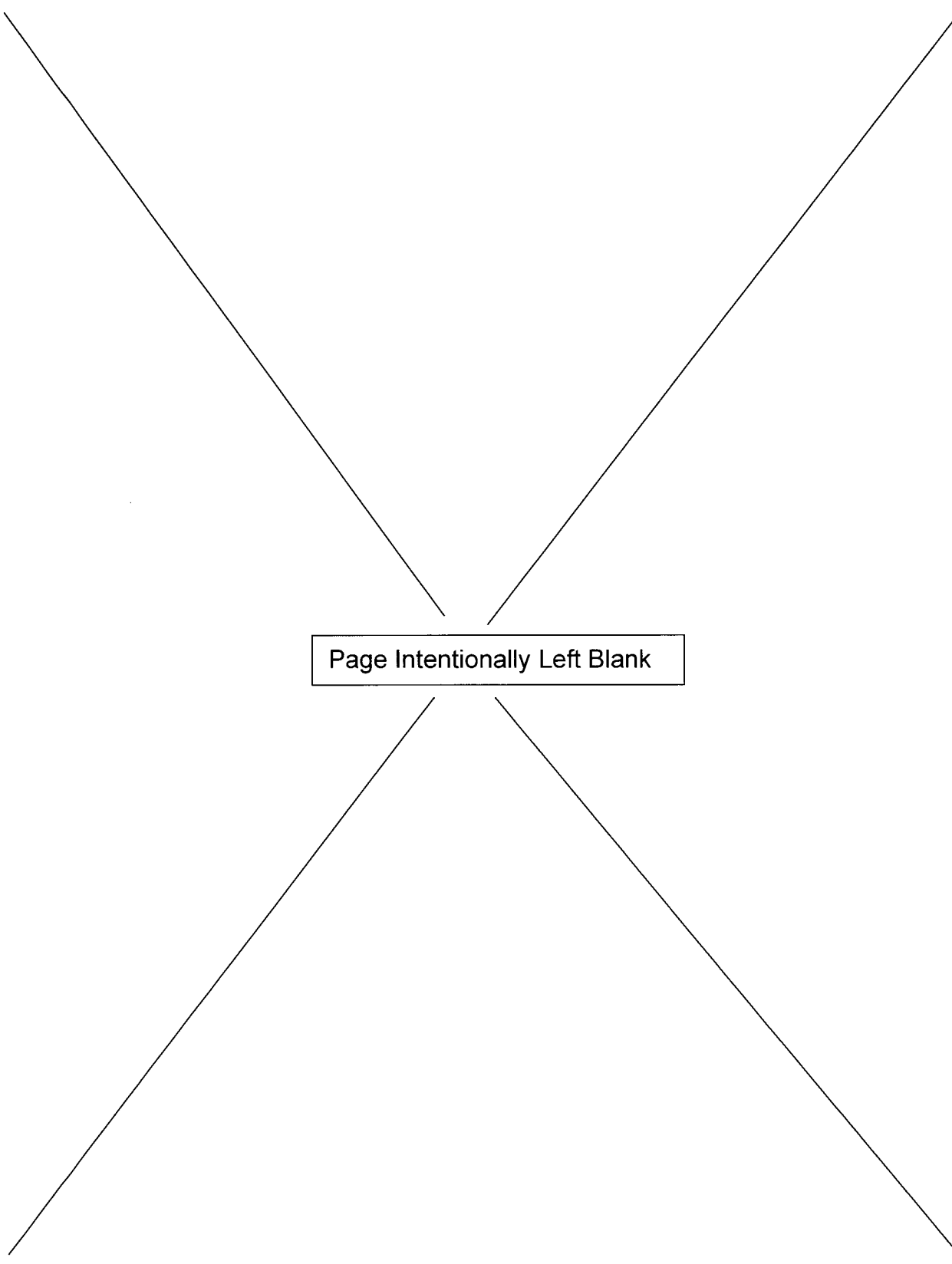




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**DIVISION 2  
SITEWORK**



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## SECTION 02002

# STORM WATER POLLUTION PREVENTION

### 1. GENERAL

Discharges from small construction activity (equal to or greater than 1 acre and less than 5 acres) and large construction activity (equal to or greater than five (5) acres of land in Texas) must comply with Texas Commission on Environmental Quality (TCEQ) General Permit to Discharge under Section 402 of the Clean Water Act (hereinafter "General Permit"). The contractor is considered the operator or permittee responsible for complying with the General Permit since the operator/permittee has operational control over construction plans and specifications and has day to day control of those activities at the construction site necessary to ensure compliance with the General Permit and stormwater pollution prevention plan. The contractor is responsible as the permittee and should be knowledgeable of all provisions and rules in the General Permit in addition to this Stormwater Pollution Prevention Plan (SW3P).

All construction activity involving clearing, grading, excavating, access roads, laydown areas equal to or greater than one (1) acre must comply with a stormwater pollution prevention plan that is maintained on-site by the contractor/operator. All construction activity equal to or greater than one (1) acre but less than five (5) acres must post on-site a Construction Notice. All construction activity greater than five (5) acres must submit a Notice of Intent (NOI-attached) to the TCEQ at least 2 days prior to the construction activity and a Notice of Termination (NOT-attached) form within thirty (30) days after the site is stabilized and all erosion controls are removed. The Construction Site Notice and NOI must also be submitted to the local city two (2) days prior to construction if the stormwater discharges to a regulated Municipal Separate Storm Sewer Systems (MS4).

The TCEQ General Permit issued March 05, 2003 should be reviewed for additional details.

### 2. EROSION CONTROLS

The CONTRACTOR shall utilize stabilization practices and structural controls for erosion control measures as soon as any construction begins. Construction will be halted prior to and during major weather events such as heavy rains. Stabilization practices will include preserving existing vegetation whenever possible. The CONTRACTOR shall control dust blowing and movement on construction sites and roads to prevent loss of soil surface, to reduce onsite and offsite damage, to prevent health hazards, and to improve traffic safety. The CONTRACTOR shall implement dust control measures immediately whenever dust can be observed blowing on the project site. The CONTRACTOR shall install silt fencing along the side of entrances and exits to the site. After

construction has permanently ceased on the site, areas with no surface cover will be allowed to revegetate naturally.

### **3. TOPSOILING**

When topsoiling, the CONTRACTOR shall maintain erosion and sedimentation control systems, such as dikes, swales, grade stabilization structures, waterways, and sediment basins operational.

### **4. PROTECTION OF TREES**

The CONTRACTOR shall protect trees designated to remain in construction areas. Heavy equipment, vehicular traffic, and stockpiles of construction materials, including topsoil, are not permitted within the drip line of any tree to be retained. A licensed tree expert shall care for tree trunks, exposed roots, and limbs of trees designated to be retained, which are damaged during construction operations. Specimen trees shall be boxed or fenced.

### **5. PROTECTION OF WETLANDS AND WATER BODIES**

This project may involve impacts on wetlands or natural water bodies. The CONTRACTOR shall make efforts to avoid and/or minimize adverse impacts to the wetlands. As prescribed in Texas Natural Resource Conservation Commission "State Water Quality Certification of Section 404 Permits", several best management practices (BMP's) should be implemented. These BMP's include the following: Erosion Control, Post-Construction TSS Control, Sedimentation Control, Contaminated Dredged Material, Wetland Mitigation Requirements, and Coastal Zone Management Act. Dredged material shall be placed in such a manner that prevents sediment runoff into water, including wetlands. Water bodies can be isolated by the use of one or more of the required BMP's identified for sedimentation control. The BMP's must be maintained and remain in place until the dredged material is stabilized. Hydraulically dredged material shall be disposed of in contained disposal areas. Effluent from contained disposal areas shall not exceed a TSS concentration of 300 mg/L.

### **6. WASHING AREAS**

The CONTRACTOR shall not wash vehicles such as ready mix concrete or dump trucks and other construction equipment at locations where the runoff will flow directly into a watercourse or storm conveyance system. Special areas shall be designated for washing vehicles. These areas shall be located where the wash water will spread out and evaporate or infiltrate directly into the ground, or where the runoff can be collected in a temporary holding or seepage basin.

## **7. MAINTENANCE AND INSPECTION**

The CONTRACTOR will maintain erosion control devices on site and maintain structural erosion control practices. This includes cleaning out sediments collected by silt fencing and perimeter dikes when 50% of the device capacity is exceeded, or when designated by the OWNER's inspector. The CONTRACTOR will clean paved surfaces that have been covered by runoff at the earliest date possible after rainfall events. In addition, erosion control devices should be repaired no later than seven (7) calendar days after surrounding exposed ground has sufficiently dried. Areas adjacent to streams and drainage ditches have priority. The site shall be inspected by the OWNER's inspector every 14 days or before anticipated weather events. Areas that should be inspected include disturbed areas, areas used for storing materials, structural controls, areas where vehicles enter and exit sites, and areas that have been temporally stabilized. The inspector will evaluate the condition and proper function of erosion control devices, identify maintenance requirements and identify any additional corrective measures needed. A summary report of the inspection should then be completed. This report should contain the names of the personnel conducting the inspection, the dates of the inspection and any problems or incidences of non-compliance. If necessary the Pollution Prevention Plan should be augmented to include any recommendations made in the inspection report.

## **8. EQUIPMENT MAINTENANCE AND REPAIR**

The CONTRACTOR shall conduct maintenance and repair of construction machinery and equipment on confined areas specially designated for that purpose. Such designated areas should be located and designated so that oils, gasoline, grease, solvents, and other potential pollutants cannot be washed directly into receiving streams or storm water conveyance systems. The CONTRACTOR shall provide these areas with adequate waste disposal receptacles for liquid as well as solid waste. Maintenance areas should be inspected and cleaned daily. At locations throughout the site where designated equipment maintenance areas are not feasible, the CONTRACTOR shall take care during each individual repair or maintenance operation to prevent potential pollutants from becoming available to be washed into streams or storm sewer conveyance systems. The CONTRACTOR as necessary shall provide temporary waste disposal receptacles. The CONTRACTOR shall be responsible for monitoring all onsite vehicles and equipment for leaks and perform regular preventative maintenance to reduce the chance of leakage. Petroleum products shall be stored in tightly sealed containers that are clearly labeled.

## **9. WASTE COLLECTION AND DISPOSAL**

The CONTRACTOR shall not discharge solid materials, including building materials, into waters of the U.S. including any drainage areas, streams, water bodies, or bays. The CONTRACTOR shall formulate a plan for the collection and

disposal of waste materials on the construction site. This plan shall designate locations for trash and waste receptacles and establish a special collection schedule. Methods for ultimate disposal of waste shall be specified and carried out in accordance with applicable local, state, and federal health and safety regulations. Special provisions shall be made for the collection disposal of liquid wastes and toxic or hazardous materials. The CONTRACTOR shall keep receptacles and other waste collection areas neat and orderly to the extent possible. Waste shall not be allowed to overflow its container or accumulate for excessively long periods of time. Trash collection points shall be located where they will least likely be affected by concentrated storm water runoff.

## **10. CONSTRUCTION CHEMICALS AND SPILLS**

The CONTRACTOR shall isolate sites where chemicals, cements, solvents, paints or other potential water pollutants are stored to areas where they will not cause runoff pollution. The CONTRACTOR shall store toxic and/or other hazardous chemicals and materials, such as pesticides, paints, and acids, in accordance with manufacturer's guidelines. The CONTRACTOR shall protect groundwater resources from leaching by placing plastic mat, packed clay, tarpaper, or other impervious material on any areas where toxic and/or hazardous liquids are to be opened and stored. The CONTRACTOR shall use and store pesticides used during construction in accordance with manufacturer's guidelines and with local, state and federal regulations. Overuse shall be avoided and great care shall be taken to prevent accidental spillage. Pesticide containers shall never be washed in or near flowing streams or storm water conveyance systems. Immediately after discovery, the CONTRACTOR shall clean and treat spills of toxic and/or hazardous substances in accordance with local, state, and federal regulations. The CONTRACTOR will clearly post on-site, the manufacturer's recommended methods for spill cleanup and CONTRACTOR's personnel will be made aware of the procedures and the location of the information and cleanup supplies. Any spills should be immediately contained to avoid spill runoff to drainage areas, streams, or water bodies, or excavation and construction areas. All spills should be immediately reported to the project OWNER or OWNER representative. The CONTRACTOR shall keep materials and equipment necessary for spill cleanup in the materials storage area onsite. Equipment and materials shall include but are not limited to brooms, dustpans, mops, rags, gloves, goggles, kitty litter, sand sawdust, and plastic and metal trash containers specifically for this purpose.

## **11. SANITARY FACILITIES**

The CONTRACTOR shall provide the construction site with adequate sanitary facilities for workers in accordance with applicable health regulations.

## **12. POLLUTION PREVENTION MEASURES**

## 12.1 FILTER FABRIC FENCE:

This Item describes the installation of erosion and sedimentation control filter fabric fences utilized during construction and prior to the final development of the site.

- A. Products:** Woven or nonwoven geotextile filter fabric made of polypropylene, polyethylene, ethylene, or polyamide material. Geotextile fabric shall have a grab strength of 100 psi in any principal direction (ASTM D-4632), Mullen burst strength exceeding 200 psi (ASTM D-3786), and the equivalent opening size required for the native soil and any off-site materials used on the project. Filter fabric material shall contain ultraviolet ray inhibitors and stabilizers to provide a minimum of six months of expected usable construction life at a temperature range of 0°F to 120°F. Representative Manufacturers: Mirafy Inc. or equal.
- B. Execution:** Provide erosion and sedimentation control systems at the locations shown on PLANS. Such systems shall be of the type indicated and shall be constructed in accordance with the requirements shown on PLANS and set out in this Specification Section. No clearing and grubbing or rough cutting, other than as specifically directed by the OWNER to allow oil testing and surveying, shall be permitted until erosion and sedimentation control systems are in place. Maintain existing erosion and sedimentation control systems located within the project site installed by others prior to start of construction under this contract until acceptance of the project or until directed by the OWNER to remove and discard the existing system. Inspect and repair or replace components of all erosion and sedimentation control systems as specified for each type of system. Unless otherwise directed, CONTRACTOR shall maintain the erosion and sedimentation control systems until the OWNER accepts the project. Remove erosion and sedimentation control systems promptly when directed by the OWNER. Discard removed materials offsite. Remove and dispose sediment deposits at the project spoil site. If a project spoil site is not designated on PLANS, dispose of sediment offsite at location not in or adjacent to stream or floodplain. Off-site disposal will be the responsibility of the CONTRACTOR. Sediment to be placed at the project site should be spread, compacted and stabilized in accordance with the OWNER's directions. Sediment shall not be allowed to flush into stream or drainage way. If sediment has been contaminated, it needs to be disposed of in accordance with existing federal, state and local regulations. Unless otherwise indicated, compact embankments, excavations, and trenches by Mechanically blading, tamping, and rolling soil in a maximum of 8-inch layers. Compaction density shall be at a minimum of 90 percent

Standard Proctor ASTM D-698-78 density. Make at least one test per 500 cubic yards of embankment. The CONTRACTOR shall prohibit equipment and vehicles from maneuvering on areas outside of dedicated rights-of-way and easements for construction. Damages caused by construction traffic to erosion and sedimentation control systems shall be repaired immediately. CONTRACTOR shall employ protective measures described in Item General Source Controls to avoid damage to existing trees to be retained on the project site. Conduct all construction operations under this Contract in conformance with the erosion control practices described in that Item.

**C. Construction Methods:** Provide filter fabric fence systems at locations specified on PLANS in accordance with enclosed drawing. Filter fabric fence systems shall be installed in such a manner that surface runoff will percolate through the system in sheet flow fashion and allow sediment to be retained and accumulated. Attach the filter fabric to 1 inch by 2 inch wooden stakes spaced a maximum of 3 feet apart and embedded a minimum of 1 foot. The wooden stakes shall be installed at a slight angle toward the source of anticipated runoff. Trench in the toe of the filter fabric fence with a spade or mechanical trencher so that the downward face of the trench is flat and perpendicular to the direction of flow or for V-trench configuration as shown on the attached drawing. Lay filter fabric along the edges of the trench. Backfill and compact trench. The filter fabric should be provided in continuous rolls and cut to the length of the Silt Fence to minimize the use of joints. When joints are necessary, the fabric should be spliced together only at a support post with a minimum 6-inch overlap, and sealed securely. Inspect sediment filter barrier systems after each rainfall, daily during periods of prolonged rainfall, and at a minimum once a week. Repair or replace damaged section immediately to restore the requirements of this Item. Remove sediment deposits when silt reaches one-third of the height of the fence in depth.

**D. Measurement and Payment:** Payment for this item shall be subsidiary to Storm Water Pollution Prevention Control.

## **12.2 INLET PROTECTION BARRIERS:**

This Item describes the installation of erosion and sedimentation control inlet protection barriers utilized during construction and prior to the final development of the site.

**A. Products:** Filter Fabric shall conform to requirements within this specification item.



**B. Execution:** Provide erosion and sedimentation control systems at the locations shown on PLANS. Such systems shall be of the type indicated and shall be constructed in accordance with the requirements shown on PLANS and set out in this Item. No clearing and grubbing or rough cutting, other than as specifically directed by the OWNER to allow soil testing and surveying, shall be permitted until erosion and sedimentation control systems are in place. The CONTRACTOR shall maintain existing erosion and sedimentation control systems located within the project site installed by others prior to start of construction under this contract until acceptance of the project or until directed by the OWNER to remove and discard the existing system. Inspect and repair or replace components of all erosion and sedimentation control systems as specified for each type of system. Unless otherwise directed, CONTRACTOR shall maintain the erosion and sedimentation control systems until the OWNER accepts the project. Remove erosion and sedimentation control systems promptly when directed by the OWNER. Discard removed materials site. Remove and dispose sediment deposits at the project spoil site. If a project spoil site is not designated on PLANS, dispose of sediment off site at location not in or adjacent to stream or floodplain. Off-site disposes will be the responsibility of the CONTRACTOR. Sediment to be placed at the project site should be spread, compacted and stabilized in accordance with the OWNER's directions. Sediment shall not be allowed to flush into stream or drainage way. If sediment has been contaminated, it needs to be disposed of in accordance with existing federal, state, and local regulations. The CONTRACTOR shall prohibit equipment and vehicles from maneuvering on areas outside of dedicated rights-of-way and easements for construction. Damages caused by construction traffic to erosion and sedimentation control system shall be repaired immediately. CONTRACTOR shall employ protective measures described in Item General Source Controls to avoid damage to existing trees to be retained on the project site. Conduct all construction operation under this Contract in conformance with the erosion control practices described in that Item.

**C. Construction Methods:** Install inlet protection barriers of the type specified on PLANS. Inspect inlet protection barriers after each rain, daily during period of prolonged rainfall, and at a minimum once a week. Repair or replace damaged barrier components to restore the requirements of this Item. Remove sediment deposit when the sediment has accumulated to one-half the height of the barrier.

**D. Measurement and Payment:** Payment for this item shall be subsidiary to Storm Water Pollution Prevention Control.

### **12.3 STRAW BALE FENCE:**

This Item describes the installation of erosion and sedimentation control straw bale fences utilized during construction and prior to the final development of the site.

**A. Products:** Provide Products as listed in sub-paragraph Construction Methods, below.

**B. Execution:** Provide erosion and sedimentation control systems at the locations shown on PLANS. Such systems shall be of the type indicated and shall be constructed in accordance with the requirements shown on PLANS and set out in this Item. No clearing and grubbing or rough cutting, other than as specifically directed by the OWNER to allow soil testing and surveying, shall be permitted until erosion and sedimentation control systems are in place. Maintain existing erosion and sedimentation control systems located within the project site installed by others prior to start of construction this contract until acceptance of the project or until directed by the OWNER to remove and discard the existing systems. Inspect and repair or replace components of all erosion and sedimentation control systems as specified for each type of system. Unless otherwise directed, maintain the erosion and sedimentation control systems until the OWNER accepts the project. Remove erosion and sedimentation control systems promptly when directed by the OWNER. Discard removed materials offsite. Remove and dispose sediment deposits at the project spoil site. If a project spoil site is not designated on PLANS, dispose of sediment offsite at location not in or adjacent to stream or floodplain. Off-site disposal will be the responsibility of the CONTRACTOR. Sediment to be placed at the project site should be spread, compacted and stabilized in accordance with the OWNER's directions. Sediment shall not be allowed to flush into stream or drainage way. If sediment has been contaminated, it needs to be disposed of in accordance with existing federal, state and regulations. Equipment and vehicles shall be prohibited by the CONTRACTOR from maneuvering on areas outside of dedicated rights-of-way and easements for construction. Damages caused by construction traffic to erosion and sedimentation control practices described in that Item. CONTRACTOR shall employ protective measures described in Item General Source Controls to avoid damage to existing trees to be retained on the project site. Conduct all construction operation under this Contract in conformance with the erosion control practices described in the Item.

**C. Construction Methods:** Provide straw bale fences at location specified on PLANS in accordance with enclosed drawing. Straw bale fences shall be installed in such a manner that surface runoff will percolate through the system in sheet flow

fashion and allow sediment to be retained and accumulated. Wire, nylon, or polypropylene rope tied across the hay bales shall bind bales. Jute or cotton binding is not allowed. Bales shall be placed in a row with ends tightly abutting the adjacent bales. Place bales with bindings parallel to ground surface. Each bale shall be embedded in the soil a minimum of 4 inches, where possible. Bales shall be securely anchored in place by 3/8-inch rebar stakes driven through the bales. The stakes in each bale shall be angled toward previously laid bale to force bales together. Fill the gaps between bales with straw to prevent water from escaping between bales. Wedge carefully in order not to separate bales. Inspect straw baled fences after each rainfall, daily during periods of prolonged rainfall, and at a minimum once a week. Repair or replace damaged section immediately to restore the requirements of the Item. Remove sediment deposits when silt reaches one-third of the height of the fence in depth.

**D. Measurement and Payment:** Payment for this item shall be subsidiary to Storm Water Pollution Prevention Control.

#### **12.4 STABILIZED CONSTRUCTION EXIT:**

This Item describes the installation of erosion and sedimentation control stabilized construction exits utilized during construction and prior to the final development of the site. The CONTRACTOR shall provide temporary stabilized construction exits, access paths, and entrances. Vehicles leaving the construction area shall have their tires cleaned to remove sediment prior to entrance onto public right-of-way. Washing shall occur on stabilized areas that drain into sediment traps. Stabilized construction exits shall be at least 14 feet wide for one-way traffic and 20 feet wide for two-way traffic. Provide systems including wood mats, mud mats, and steel mats. The stabilized temporary construction access paths shall be inspected daily and maintained with additional similar materials to bring the access system to originally constructed condition.

**A. Products:** Separation Geotextile shall be woven or nonwoven geotextile fabric made of polypropylene, polyethylene, ethylene, or polyamide material. Geotextile fabric shall have minimum grab strength of 270 psi in any principal direction (ASTM D4632) and the equivalent opening size required for the native soil and any off-site materials used on the project. Both the geotextile and threads shall be resistant to chemical attack, mildew, and rot. Coarse Aggregates shall consist of crushed stone, gravel, crushed blast furnace slag, or combinations thereof, conforming to the gradation requirements below. Particles shall be composed of clean, hard, durable materials free from adherent coatings, salt, alkali, dirt, clay, loam, shale, soft or flaky materials, or organic and injurious matter.

Sieve Size (Square Mesh)	Percent Retained (By Weight)
2½"	0
2"	0-20
1½"	15-50
¾"	60-80
No. 4	95-100

**B. Execution:** Provide erosion and sedimentation control systems at the locations shown on PLANS. Such systems shall be of the type indicated. No clearing and grubbing or rough cutting, other than as specifically directed by the OWNER to allow soil testing and surveying, shall be permitted until erosion and sedimentation control systems are in place. Maintain existing erosion and sedimentation control systems located within the project site installed by others prior to start of construction under this contract until acceptance of the project or until directed by the OWNER to remove and discard the existing system. Inspect and repair or replace components of all erosion and sedimentation control systems as specified for each type of system. Unless otherwise directed, maintain the erosion and sedimentation control systems until the OWNER accepts the project. Remove erosion and sedimentation control systems promptly when directed by the OWNER. Discard removed materials offsite. Remove and dispose sediment deposits at the project spoil site. If a project spoil site is not designated on PLANS, dispose of sediment offsite at location not in or adjacent to stream or floodplain. Off-site disposal will be the responsibility of the CONTRACTOR. Sediment to be placed at the project site should be spread, compacted and stabilized in accordance with the OWNER's directions. Sediment shall not be allowed to flush into stream or drainage way. If sediment has been contaminated, it needs to be disposed of in accordance with existing federal, state, and local regulations. The CONTRACTOR shall prohibit equipment and vehicles from maneuvering on areas outside of dedicated rights-of-way and easements for construction. Damages caused by construction traffic to erosion and sedimentation control systems shall be repaired immediately. CONTRACTOR shall employ protective measures described in Item General Source Controls to avoid damage to existing trees to be retained on the project site. Conduct all construction operation under this Contract in conformance with the erosion control practices described in that Item.

**C. Construction Methods:** Provide stabilized access roads, subdivision roads, parking areas, and other on-site vehicle transportation routes when shown on PLANS. Provide stabilized construction exits, and truck washing areas when approved by

OWNER, of the sizes and locations shown on PLANS. Construction traffic shall not be allowed to leave construction site and move directly onto public roadway, alley sidewalk, parking area, or other right-of-way in areas other than at locations of stabilized construction exits. Vehicles leaving construction areas shall have their tires cleaned to remove sediment prior to entrance onto public right-of-way. When washing is needed to remove sediment, CONTRACTOR shall construct a truck washing area. Truck washing shall be done on stabilized areas that drain into sediment traps. Detail for stabilized construction exit is shown in Drawing attached at the end of this Item. Use the same specifications for construction of all other stabilized areas. Roadway width shall be at least 14 feet for one-way traffic and 20 feet for two-way traffic and shall be sufficient for all ingress and egress. Furnish and place geotextile fabric as a permeable separator to prevent mixing of coarse aggregate with underlying soil. Exposure of geotextile fabric to the elements between laydown and cover shall be a maximum of fourteen days to minimize damage potential. Roads and parking areas shall be graded to provide sufficient drainage away from stabilized areas. Use sand bags, gravel, boards, or similar methods to prevent sediment from entering public right-of-way, storm drain, ditch, and watercourse. The stabilized areas shall be inspected and maintained daily. Provide periodic top dressing with additional coarse aggregates to maintain the required depth. CONTRACTOR shall repair and cleanup damaged measures used to trap sediment. All sediment spilled, dropped, washed, or tracked onto public right-of-way shall be removed immediately. The length of the stabilized area shall be as shown on PLANS, but not less than 50 feet. The thickness shall not be less than 8 inches. The width shall not be less than full width of all points of ingress or egress. Stabilization for other areas shall have the same course aggregate, thickness, and width requirements as the stabilized construction exit, except where specified otherwise on PLANS. Alternative methods of construction may be utilized when shown on plans, indicated on a special provision to this Item, or when approved by the OWNER. These methods include the following:

1. **Cement Stabilized Soil:** Compacted, cement stabilized soil, limestone aggregate or other fill material in an application thickness of at least 8 inches.
2. **Wood Mats or Mud Mats:** Oak or other hardwood timbers placed edge to edge and across support wooden beams which are placed on top of existing soil in an application thickness of at least 6 inches.

**3. Steel Mats:** Perforated mats placed across perpendicular support members.

**D. Measurement and Payment:** Payment for this item shall be subsidiary to Storm Water Pollution Prevention Control.

\*\*\*\*\*END OF SECTION\*\*\*\*\*

SECTION 02102

**SITE CLEARING AND STRIPPING**

1. DESCRIPTION

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 trees, stumps, brush, roots, vegetation, rubbish and other objectionable matter from the project site.

2. CONSTRUCTION METHODS

The site shall be cleared of all trees, stumps, brush, roots, vegetation, rubbish and other objectionable matter as indicated on the drawings and/or as directed by the Engineer or his designated representative. Tree stumps and roots shall be grubbed to a minimum depth of 2 feet below natural ground or 2 feet below base of subgrade, whichever is lower. Areas that underlie compacted backfill shall be stripped of all vegetation, humus and other objectionable matter encountered within the top six (6) inches of the soil. All material removed from the site under this operation shall become the Contractor's responsibility. The material shall be disposed of either at a disposal site indicated on the drawings or at a disposal site obtained by the Contractor.

3. MEASUREMENT AND PAYMENT

Unless otherwise specified on the Bid Form, site clearing and stripping or clear right-of-way shall be measured by the acre.

Payment shall be full compensation for all labor, equipment, tools and incidentals necessary for removing, handling, and disposing of objectionable matter from the site as indicated above.



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SECTION 02104

**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 in accordance with City Standard Specification Section 02102 "Site Clearing and Stripping". Unless specified otherwise on the drawings, the existing surface shall be loosened by scarifying or plowing to a depth of not less than six (6) inches. The loosened material shall be recompacted with fill required to bring the site to the required grades and elevations indicated on the plans.

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 in layers not to exceed six (6) inches of uncompacted depth, unless indicated otherwise on drawings.

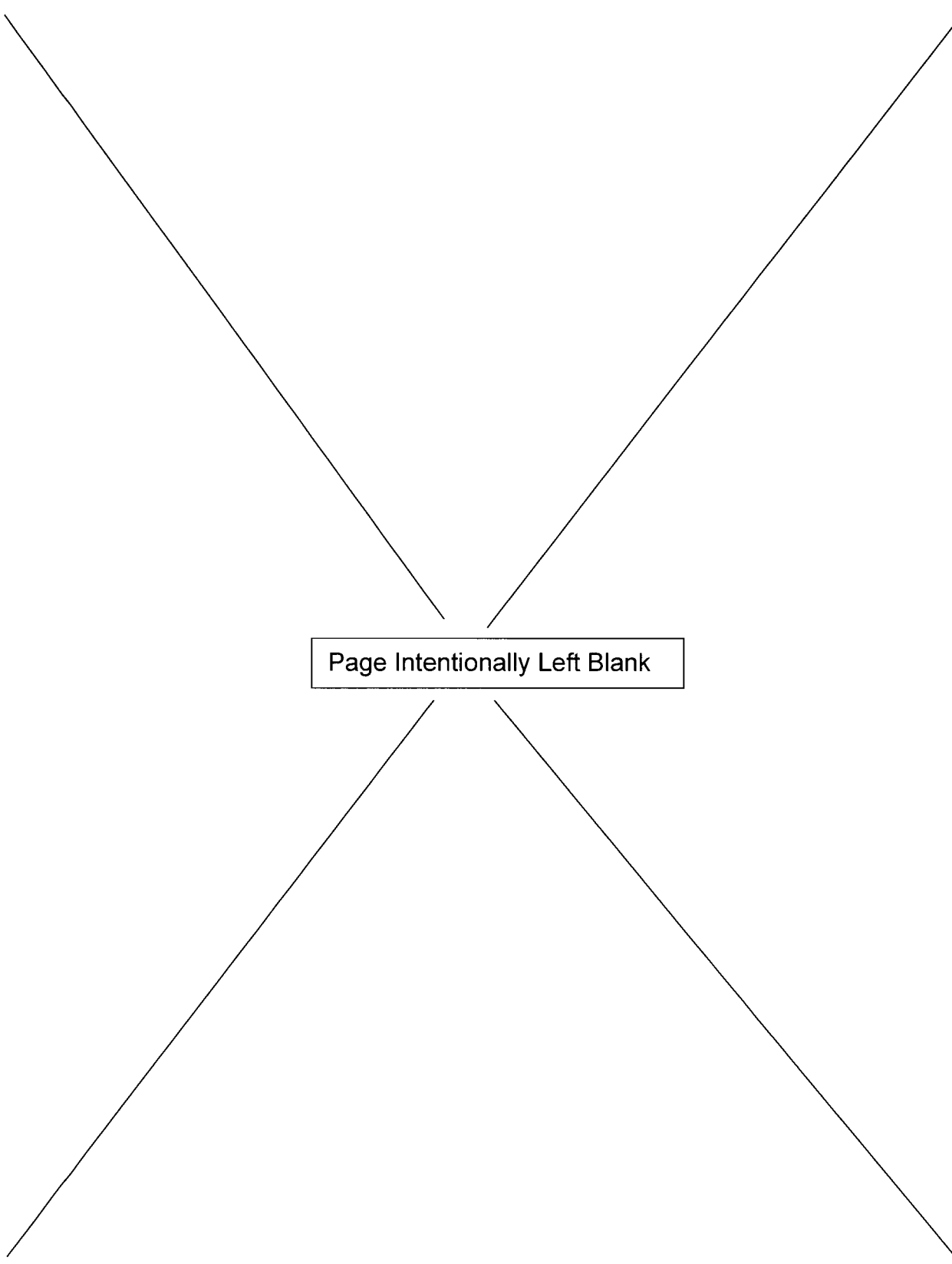
The fill shall be compacted to a density which approximates that of natural ground unless indicated otherwise on drawings.

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

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

3. MEASUREMENT AND PAYMENT

Unless otherwise specified on the Bid Form, site grading shall not be measured for pay, but shall be considered subsidiary to other work.



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## SECTION 02240

# SILT FENCE

### PART 1 - GENERAL

#### 1.1 DESCRIPTION

This specification shall govern all work necessary for providing and installing silt fences around perimeter of work areas, as required to complete the project.

### PART 2 - PRODUCTS

#### 2.1 FABRIC

Type W fabric is a woven fabric which is used in a Type 1 Self-supported Fence. Type NW is a Net-Reinforced Fence or Type 3 Triangular Filter Dike. Either fabric may be manufactured from polyester, polypropylene or polyamide and shall be resistant to ultraviolet degradation, mildew and rot and shall be suitable for use in a wet soil and stagnant water environment. The edges of woven fabrics shall be sealed or salvaged to prevent raveling. Fabrics, when supplied for Types 1 or 2 fences, shall be at least 36 inches wide with 6 to 8 inches of the width buried in a trench to prevent undercutting, unless specified otherwise on the plans. The fabrics shall exhibit the following physical properties when sampled and tested using the specified methods.

<u>Physical Property</u>	<u>Test Method</u>	<u>Type W</u>	<u>Type NW</u>
1) Tensile Strength, lb.	ASTM D 4632	100 MIN	90 MIN
2) Elongation @ Yield, %	ASTM D 4632	10-40	100 MAX
3) Trapezoidal Tear, lb.	ASTM D 4533	50 MIN	35 MIN
4) Apparent Opening Size, $\mu$ m	ASTM D 4751	20-50	50-80
5) Permittivity, 1/sec	ASTM D 4491	0.1 MIN	1.0 MIN
6) Ultraviolet Stability original tensile strength retained after 500 hours exposure, %	ASTM D 4355	80 MIN	80 MIN

#### 2.2 FENCE REINFORCEMENT MATERIALS

Silt fence reinforcement shall be one of the following systems.

- A. Type 1: Self-Supported Fence - This system consists of fence posts, spaced no more than 8-1/2 feet apart, and Type W fabric 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.

- B. Type 2: Net-Reinforced Fence - This system consists of fence posts, spaced no more than 8-1/2 feet apart, and Type NW fabric 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 by crimping or cord at least every 2 feet, or as otherwise specified.
- C. Type 3: Triangular Filter Dike - 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 Type NW silt fence fabric. The fabric shall be continuously wrapped around the dike, with a skirt extending at least 12 inches from its upslope corner.

## **PART 3 – EXECUTION**

### **3.1 PACKAGING REQUIREMENTS**

Prior to installation, the fabric shall be protected from damage due to ultraviolet light and moisture by either wrappers or inside storage.

### **3.2 CERIFICATION AND IDENTIFICATION**

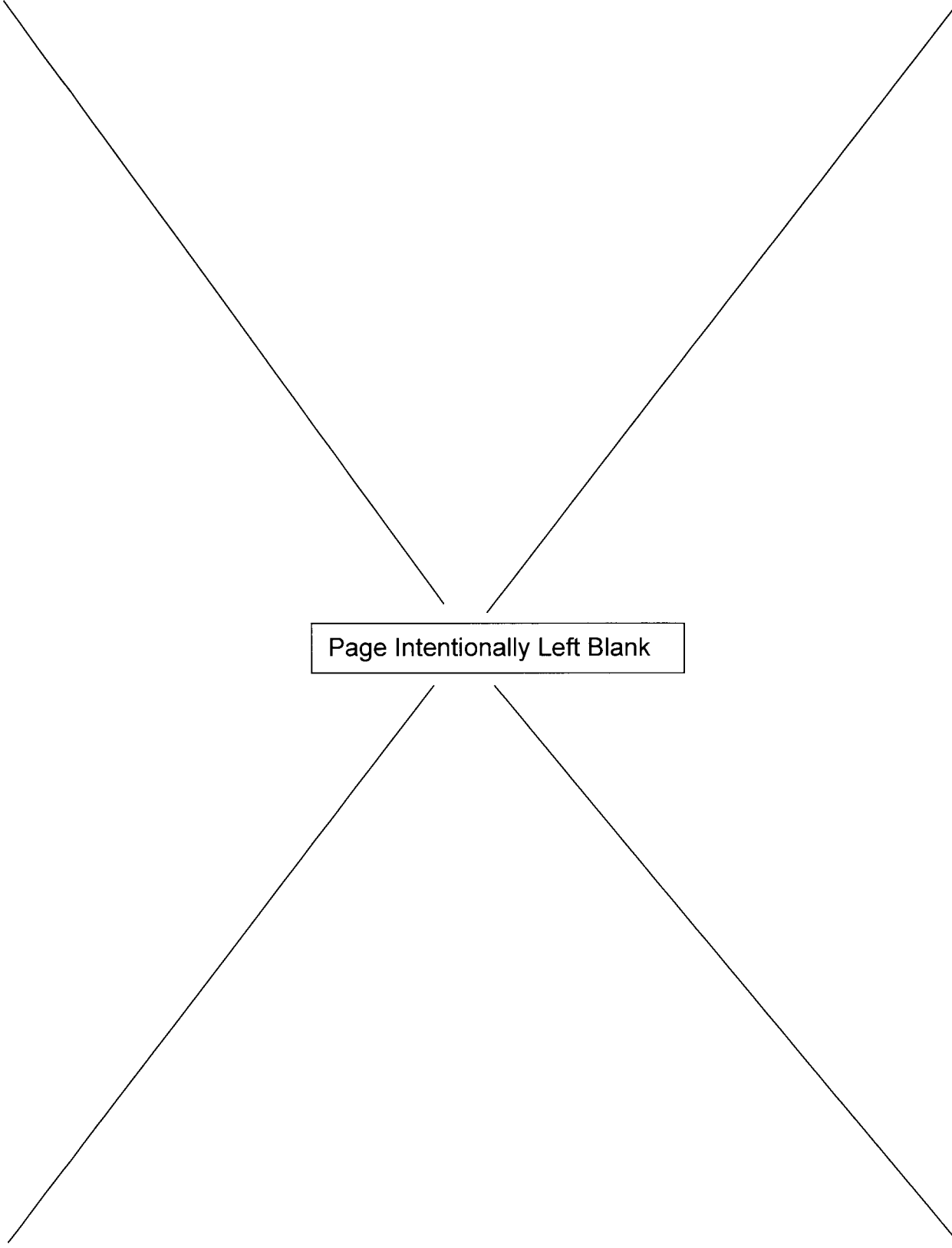
Each lot or shipment shall be accompanied by a certification of conformance to this specification. The shipment must be identified by a ticket or labels securely affixed to the fabric rolls. This ticket or label must list the following information:

- a. Name of manufacturer or supplier
- b. Brand name and style
- c. Manufacturer's lot number or control number
- d. Roll width in inches
- e. Roll length in yards

### **3.3 MEASUREMENT & PAYMENT**

Silt Fence shall not be measured or paid for as a separate item but shall be included in the lump sum price for Storm Water Pollution Prevention.

\*\*\*\*END OF SECTION\*\*\*\*



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## SECTION 02800

# EROSION CONTROL

## 1. GENERAL

This specification shall govern all work necessary for installing the erosion control on the exterior levee side slopes, including fertilizing, planting seeds and maintaining vegetation required to complete the project.

## 2. MATERIALS

### 2.1. Erosion Control Blanket

As a minimum, erosion control shall provide protection against soil erosion until vegetation is established. Erosion control shall be either a synthetic non-woven blanket or a natural fiber/synthetic netting composite blanket. Erosion Control Blanket shall be placed on all exterior levee side slopes, and on top of the levee, where no caliche surface will be placed. Erosion control blankets shall be capable of withstanding the various forces of nature, especially those forces generated by surface water flowing on 3 (Horizontal) : 1 (Vertical) levee side slopes, over the various slope lengths shown on the plans. Erosion control blankets shall be Contech's Ero-Mat, American Excelsior's Curlex or an Engineer-approved equivalent.

### 2.2. Topsoil

All exterior levee side slopes, and areas on top of the levee, where erosion control blankets will be placed, shall be covered with a 6" thick layer of topsoil to promote vegetative growth. Topsoil shall be free of trash.

### 2.3. 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 (% of nitrogen, phosphoric acid, and potash) as determined by the Association of Official Agricultural Chemists. Fertilizer shall be free flowing and uniform in composition.

### 2.4. 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 (12) 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:

$$\text{Commercial Seed} = \frac{\text{Pure Live Seed} \times 10,000}{\% \text{ Purity} \times \% \text{ Germination}}$$

The quantity of pure live seed and type required are indicated below.

<u>COMMON NAME</u>	<u>SCIENTIFIC NAME</u>	<u>LB/ACRE OF PURE LIVE SEED FOR MIXTURES</u>
Bermudagrass (Hulled)	Cynodon Dactylon	10.0
Bermudagrass (Unhulled)	Cynodon Dactylon	30.0
K. R. Bluestem	Andropogon Ischaemum	1.2-1.5
Buffalograss	Pennisetum Ciliare	4.2
Annual Ryegrass	Lolium Multiflorum	5.05.020.0

### 3. INSTALLATION

#### 3.1. Erosion Control Blanket

Installation of erosion control shall be in accordance with the manufacturer's recommendations, as needed to provide for permanent anchorage of the blanket. Erosion control blankets may be secured in the liner anchor at the top of the levee.

#### 3.2. Topsoil

The topsoil shall be tilled to a depth of two to six inches (2" - 6") by disking, plowing, or other approved methods.

#### 3.3. Seeding

The seeding shall be accomplished by broadcast seeding with equipment suitable to the required function. It shall be of current design and in good operating condition. Seeding must also meet the following requirements:

##### 3.3.1. Broadcast Seeding

Seed shall be placed with fertilizer, after tilling. After planting, the area shall be rolled on contour with a corrugated roller.

##### 3.3.2. Straw Mulch Seeding

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.

##### 3.3.3. Straw Mulch With Asphalt Seeding

Seed, fertilizer, and straw mulch shall be placed as described in straw mulch seeding with the two exceptions. 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. Mechanical anchoring by disking will not be required.



#### 3.3.4. Asphalt Mulch Seeding

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. As asphalt-water emulsion shall be applied at a rate of 1,500 to 1,800 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.

#### 3.3.5. Wood Cellulose Fiber Mulch Seeding

After tilling, mulch shall be applied. Wood cellulose fibers shall be added to the hydraulic seeder after the proportionate amounts of seeds, fertilizer, water and other approved materials are added. Application shall be 1500 lb/acre on flats, 2000 lb/acre on 3:1 slopes, and 2500 lb/acre on 2:1 or greater. 100 lb. 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.

#### 3.3.6. Asphalt Over Wood Cellulose Fiber Mulch Seeding

"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. Fertilizing**

Fertilizer shall be uniformly applied at a rate of 400 lbs/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 thirty (30) minutes after all the components have come into contact. Equipment for applying a seed-fertilizer mix in a water slurry 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.

### **3.5. Maintenance**

The Contractor will water, repair and re-seed areas as required for a period of forty-five (45) days. 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 seedings have been damaged or destroyed, the affected portion shall be re-established to the specified condition prior to acceptance of the work.

### **3.6. Guarantee**

The Contractor shall assure ninety-five percent (95%) of the seeded area has established growth at forty-five (45) calendar days after seeding, unless indicated otherwise on the drawings. Where established, growth is defined as at least one (1) plant per square foot.

#### **4. MEASUREMENT AND PAYMENT**

Erosion control shall not be measured and paid for as a separate item, but shall be included in the lump sum price for Storm Water Pollution Prevention Control set forth in the proposal. The payment shall be full compensation for completing the work as specified, complete in place.

\*\*\* END OF SECTION \*\*\*

SECTION 13250

**SYNTHETIC FLEXIBLE MEMBRANE LINERS – HDPE**

**1. GENERAL**

This specification shall govern the installation of smooth synthetic flexible membrane liners (FML) made of 60-mil high density polyethylene (HDPE). The FML shall be installed as shown on the plans.

**2. REQUIRED MATERIAL PROPERTIES**

The FML shall be made of new, first quality materials manufactured specifically for the purpose of liquid containment. All FML shall have sufficient strength and resistance to chemical or ultraviolet radiation attack for the intended use. The Contractor shall provide the Engineer an adequate submittal. The Contractor shall obtain written concurrence from the Engineer that the material submittal conforms prior to shipping FML material to the site.

See Polyethylene Geomembrane Properties table :

**Polyethylene Geomembrane Properties**

Property	Method	Value min. average (as specified)
Thickness	ASTM D5199, ASTM D5994 (textured) or ASTM D374 (field)	60 mil
Density	ASTM D 1505	0.940 g/cc min.
Tensile Properties	ASTM D 6693	
Yield Strength (lb/in)		126
Break Strength (lb/in)		228 (90 textured)
Elongation @ Yield (%)		12
Elongation @ Break (%)		700 (100 textured)
Tear Strength	ASTM D 1004	42 lb.
Puncture Resistance	ASTM D 4833	108 lb. (90 lb.)
Carbon Black Content	ASTM D 4218 or ASTM D1603	2-3%
Carbon Black Dispersion	ASTM D 5596	1 or 2
Dimensional Stability	ASTM D 1204	± 2%

**3. INSTALLATION PROCEDURES**

The Contractor is responsible for installing the material in accordance with the plans and provide the FML Subgrade Acceptance Form.

#### **4. MEASUREMENT AND PAYMENT**

HDPE FML shall be measured by the net installed surface area, using the procedure identified on the plans, and shall be paid for at the Unit Price Bid set forth in the proposal. The payment shall be full compensation for completing the work as specified, complete in place.

\*\*\* END OF SECTION \*\*\*

CITY OF KINGSVILLE LANDFILL SOUTH DRAINAGE  
INFRASTRUCTURE-LINED CHANNEL  
THE CITY OF KINGSVILLE, TEXAS  
**FML SUBGRADE ACCEPTANCE FORM**

PROJECT:

INSTALLER NAME:

INSTALLER ADDRESS:

SUBGRADE LOCATION:

**INSTALLER CERTIFICATION**

I, the undersigned representative of the Installer, do hereby accept the surface of the soil subgrade to the limits described above as being suitable for FML placement, in accordance with the project specifications.

SIGNATURE:

NAME:

TITLE:

DATE:

CERTIFICATION RECEIVED BY QUALITY CONTROL ENGINEER

SIGNATURE:

NAME:

TITLE:

DATE:

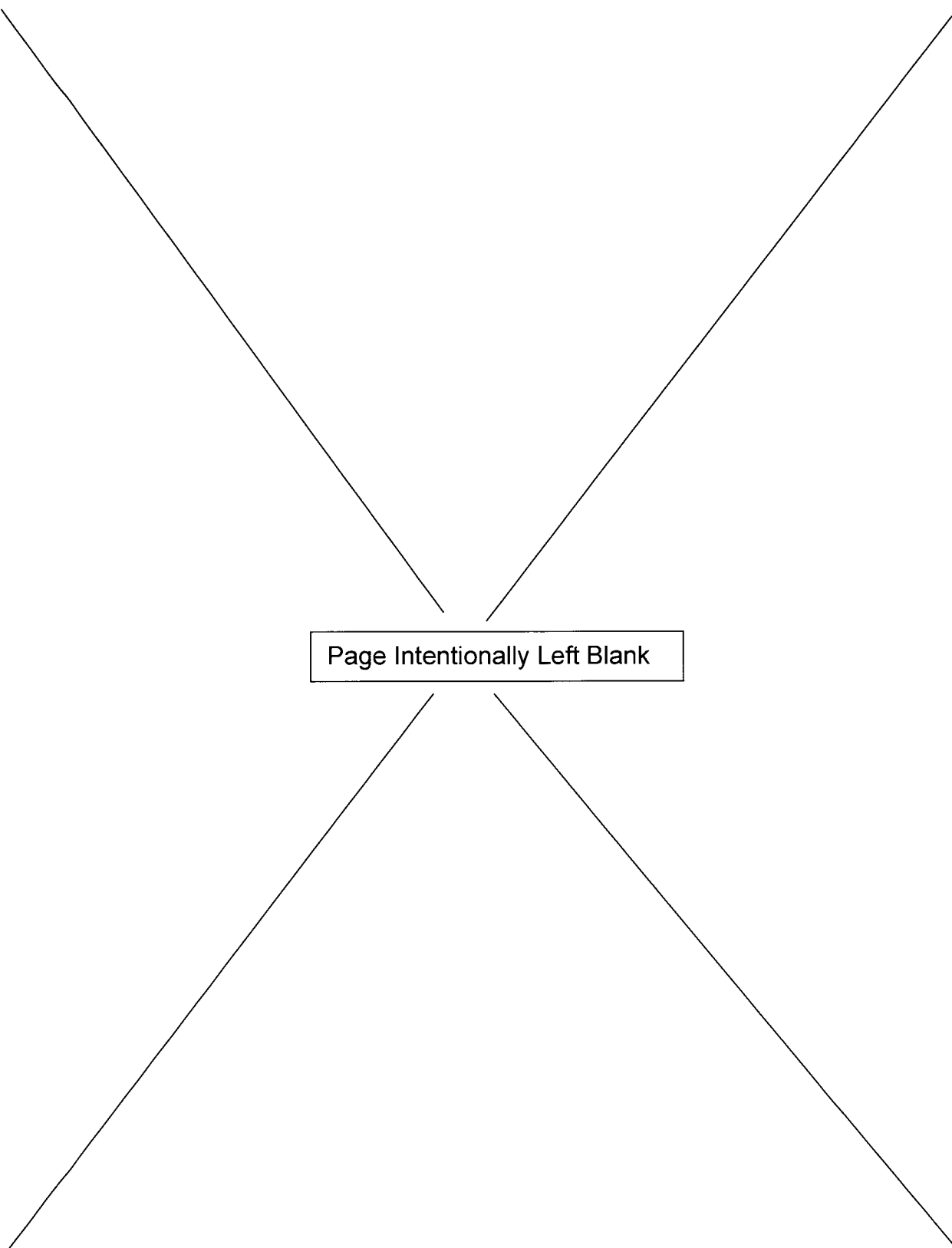
CERTIFICATION RECEIVED BY OWNER

SIGNATURE:

NAME:

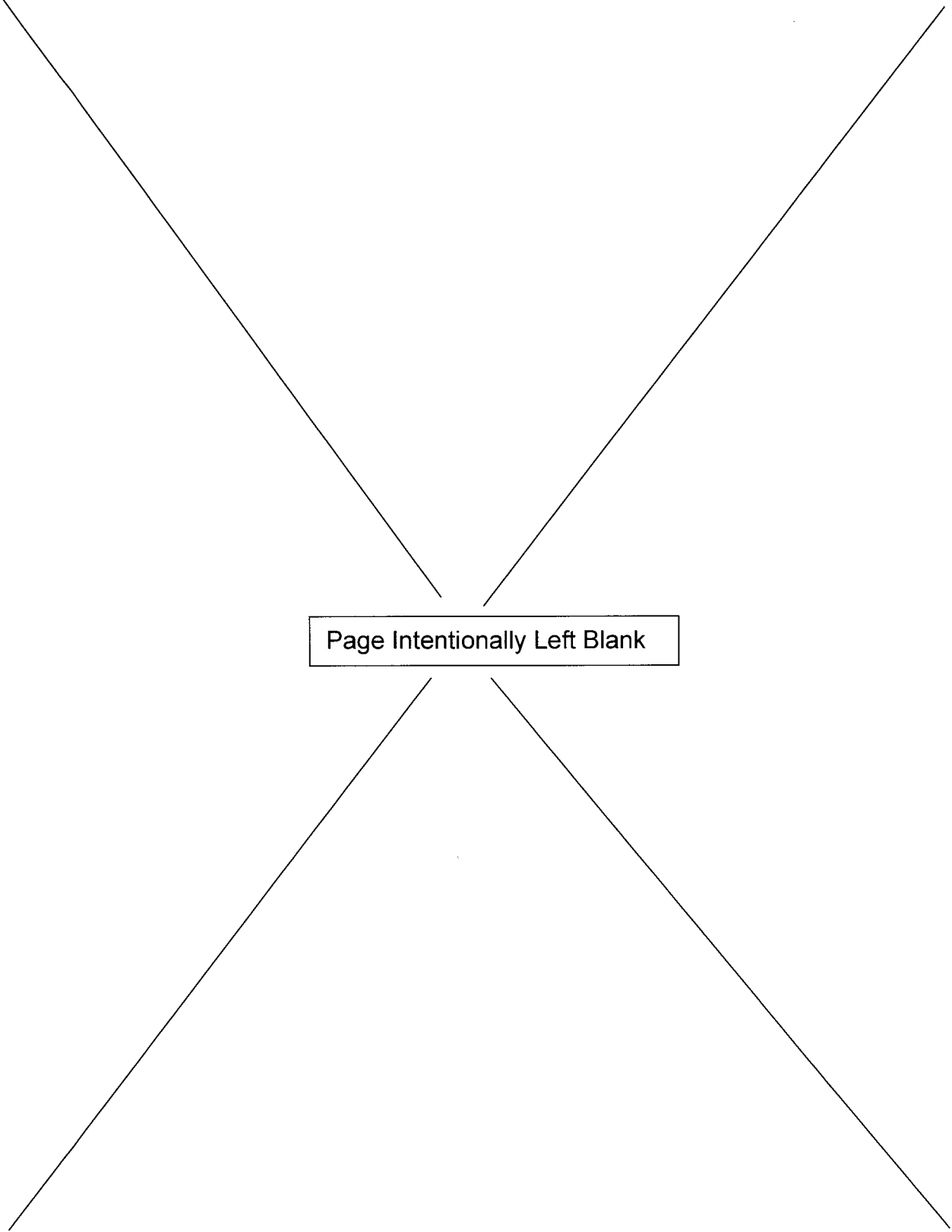
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## APPENDICES

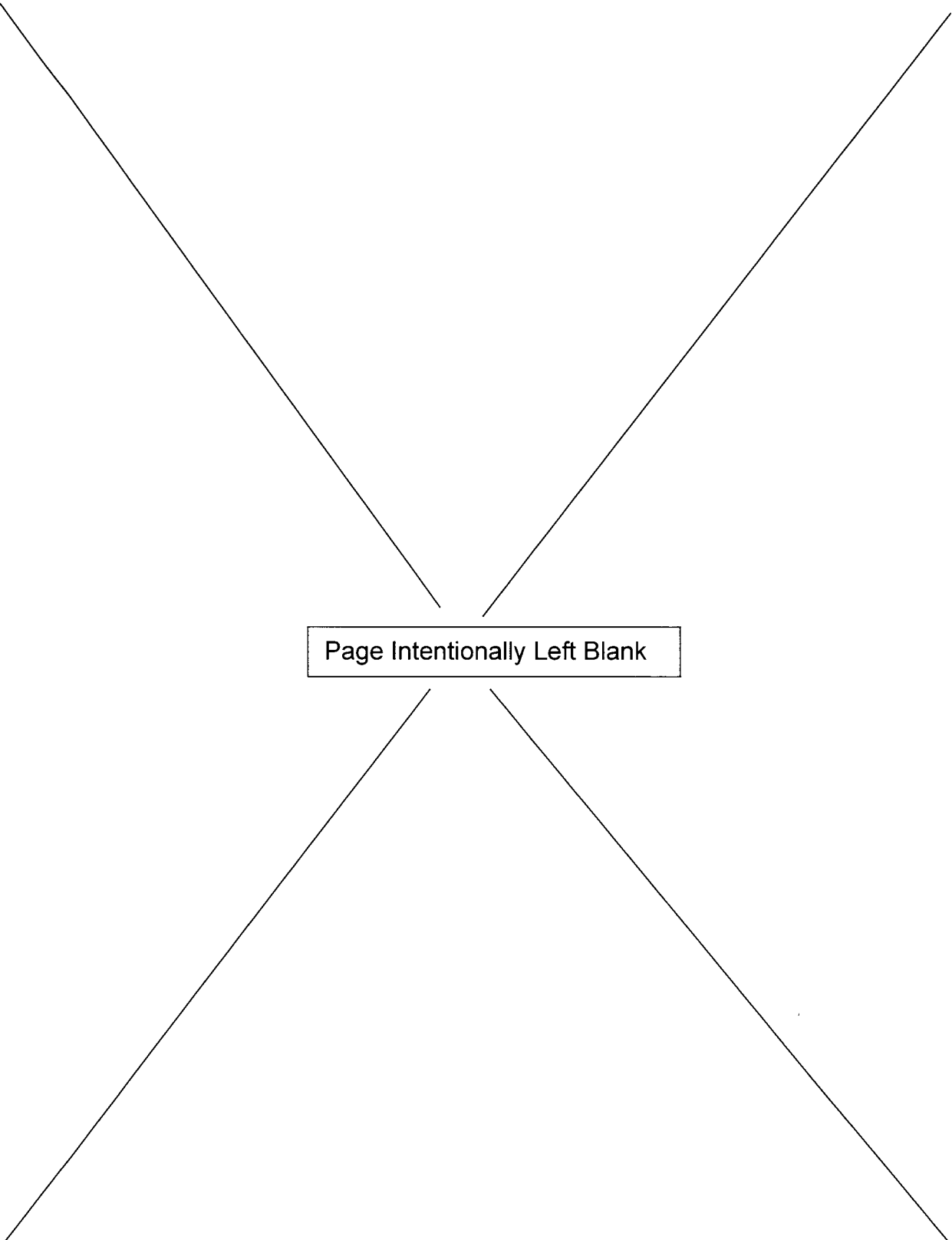


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**APPENDIX I**

**Construction Drawings**



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DRAWN	DT	04/25/2024
REVIEWED	JCC	04/25/2024

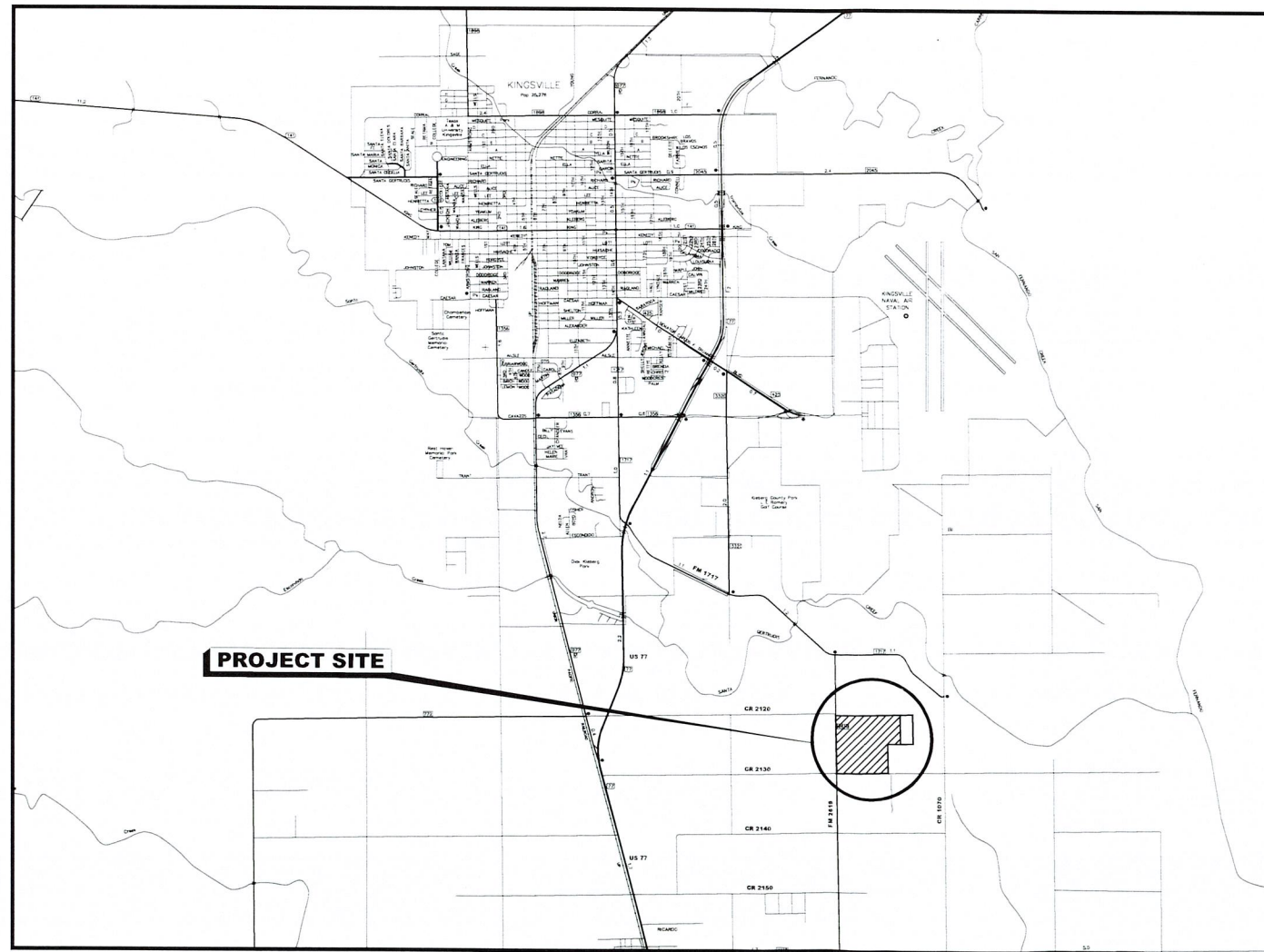
# CITY OF KINGSVILLE

## SOUTH DRAINAGE INFRASTRUCTURE - LINED CHANNEL

### MUNICIPAL SOLID WASTE LANDFILL

#### THE CITY OF KINGSVILLE, TEXAS

TCEQ PERMIT NO. 235-C  
APRIL 2024



LOCATION MAP

#### SHEET INDEX

1. COVER SHEET
2. GENERAL NOTES & SITE LAYOUT
3. OVERALL SOUTHERN DRAINAGE PLAN
4. ENLARGED SOUTHERN DRAINAGE PLAN
5. CROSS SECTIONS
6. STORM WATER POLLUTION PREVENTION PLAN

CONSULTANT'S SHEET  
PROJECT NO. 22L0145



**HANSON**  
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Corpus Christi, Texas 78411  
CPELS ENGINEERING F-417 | SURVEY F-10039500  
TBPIS F-56556

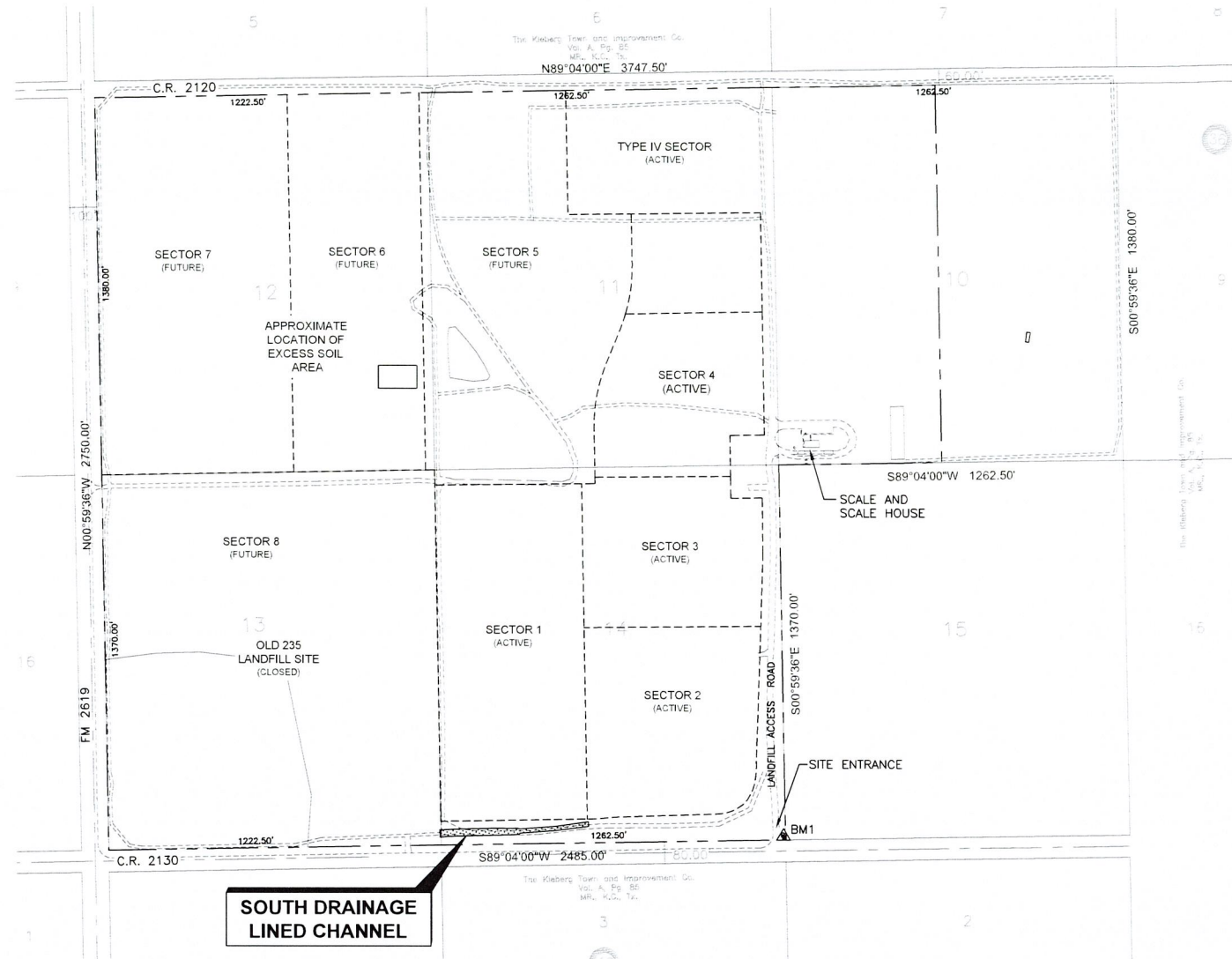
REVISION NO.	DATE	BY	DESCRIPTION

CITY OF KINGSVILLE SOUTH DRAINAGE INFRASTRUCTURE - LINED CHANNEL THE CITY OF KINGSVILLE, TEXAS TCEQ PERMIT No. 235-C	COVER SHEET
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1
SHEET 1 of 6

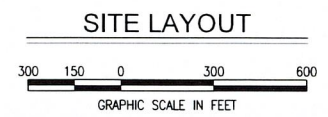


LAYOUT	DT	04/25/2024
DRAWN	DT	04/25/2024
REVIEWED	JCG	04/25/2024



**GENERAL NOTES**

- Based on the design configuration, all sides of the excavation shall have finished slopes at approximately two (2) horizontal to one (1) vertical (2:1). All excavations five (5) feet or greater in depth and which require a person to be located within the excavation for any reason shall be protected using methods developed and implemented by the Contractor. All excavations shall be accomplished meeting all requirements of the U.S. Occupational Safety and Health Administration (OSHA), including Title 29, Code of Federal Regulations (CFR) Part 1926, Subpart P [29 CFR §1926, Sub. P]. The Contractor shall be solely responsible for the design and implementation of the excavation safety program.
- The Contractor shall excavate the material to the lines and grades shown on the plans. The bottom of the excavation shall be firm, stable, undisturbed soil of uniform density. Disturbed or loose soil shall be removed or recompacted in place. When unsuitable material and/or waste is encountered, the Contractor shall notify the Engineer. Unsuitable material shall be replaced with suitable material, laid in uniform layers and compacted by rolling or tamping to provide a suitable foundation for the structure.
- During excavation, the Contractor shall segregate materials for reuse as fill material from excess material that will not be reused. The Contractor shall coordinate the location of the stockpiles with the Engineer. Excavated soil materials used for placement as fill shall be free of clods, sod, trash, roots, organic matter, and foreign material. Soil materials placed as fill shall have a Liquid Limit (LL) of less than 50. The soil materials used for fill shall be broken down such that no particles are greater than six inches in the least dimension.
- The soil materials shall be broken down such that all material can be uniformly hydrated. The soil material shall be placed in loose lifts no less than six (6) inches in thickness nor more than twelve (12) inches in thickness, as required to obtain compacted lift thickness of six (6) inches.
- All soil materials used shall be tested to determine the Atterberg Limits (Liquid Limit and Plastic Limit) and the Plasticity Index (ASTM D 4318). Fill material for general embankment construction shall be compacted to ninety-five percent (95%) of the maximum dry density as determined by the Standard Proctor moisture-density test (ASTM D-698). The moisture content shall be from three percent (3%) below to three percent (3%) above (wet) of the optimum moisture content (as determined by ASTM D-698).



**BENCHMARK**

NO.	NORTHING	EASTING	ELEVATION	DESCRIPTION
BM1	17051287.6460	1206148.2020	52.60'	BRASS DISK

NOTE:  
HORIZONTAL CONTROL IS BASED ON THE TEXAS COORDINATE SYSTEM FOR THE LAMBERT SOUTH ZONE (NAVD 1983)

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CONSULTANT'S SHEET  
PROJECT NO. 2210145



**HANSON**  
Professional Services Inc.  
4501 Gollihar Rd.  
Corpus Christi, Texas 78411  
TBPES ENGINEERING F-417 | SURVEY F-10039500  
TBPFG F-50556

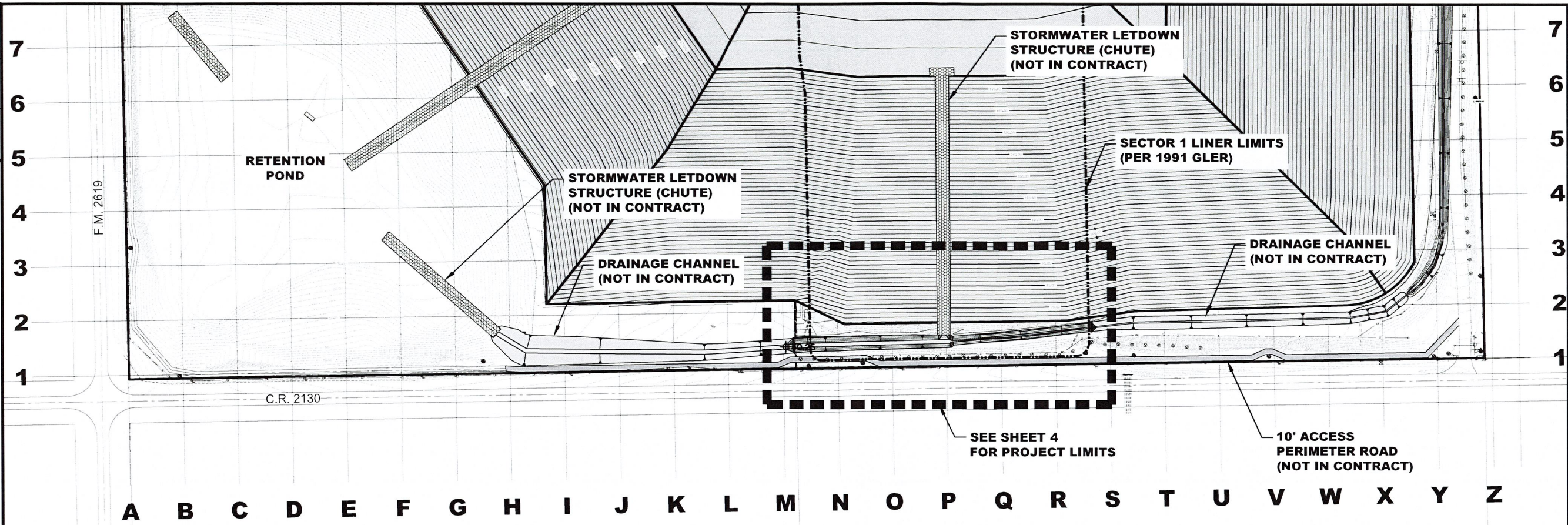
REVISION NO.	DATE	BY	DESCRIPTION

CITY OF KINGSVILLE  
SOUTH DRAINAGE INFRASTRUCTURE - LINED CHANNEL  
THE CITY OF KINGSVILLE, TEXAS  
TCEQ PERMIT No. 235-C

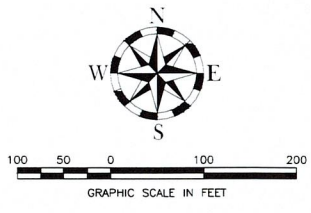
GENERAL NOTES & SITE LAYOUT



LAYOUT	DT	04/25/2024
DRAWN	DT	04/25/2024
REVIEWED	JCC	04/25/2024



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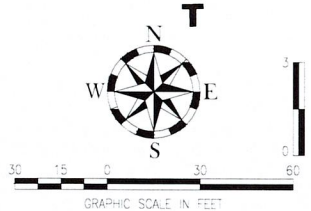
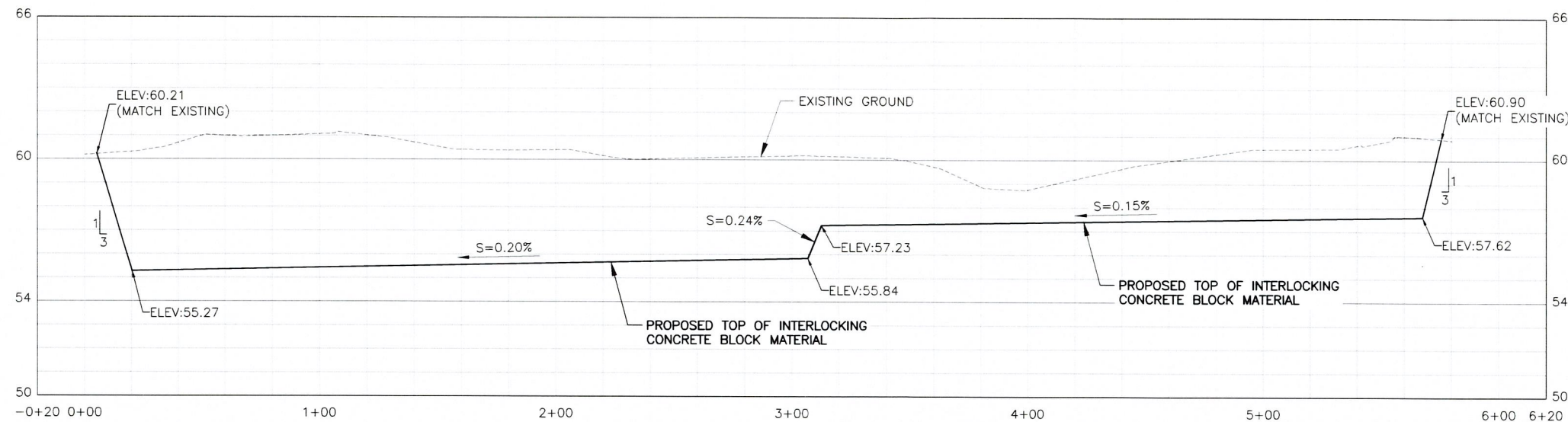
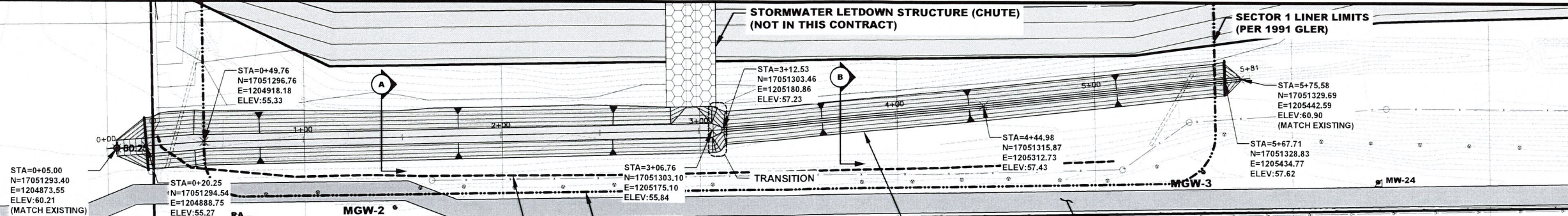
**LEGEND:**

- EXISTING POWER POLE
- EXISTING LANDFILL GAS VENT
- EXISTING GROUND WATER MONITOR WELL
- EXISTING FENCE
- EXISTING CONTOUR
- EXISTING PERMIT BOUNDARY LIMITS
- PROPOSED FINAL COVER CONTOURS
- PROPOSED STORMWATER LETDOWN STRUCTURE (CHUTE)
- TOP OF SLOPE
- TOE OF SLOPE

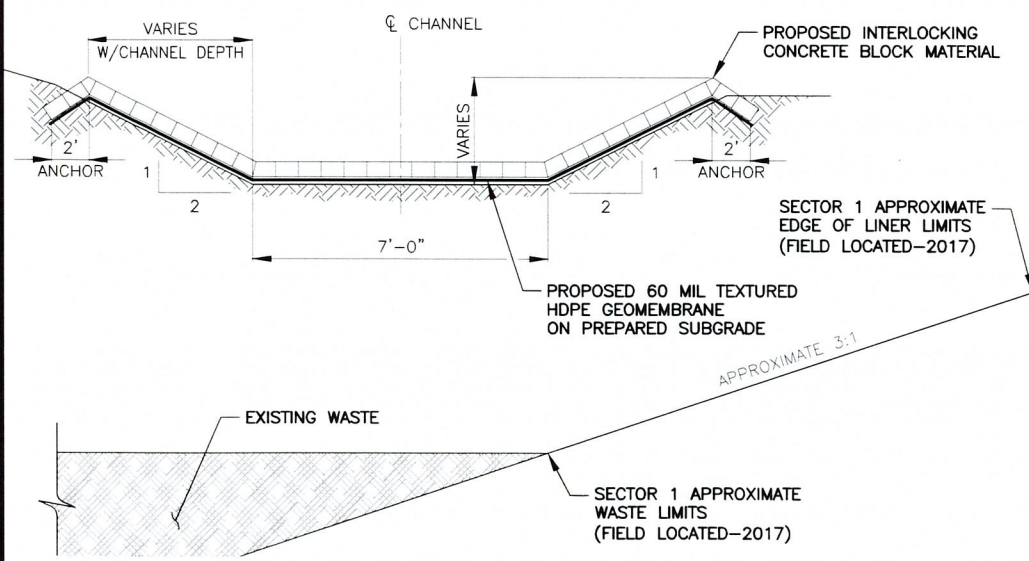
CONSULTANT'S SHEET PROJECT NO. 22L0145	
<p>Hanson Professional Services Inc. 4501 Gollihar Rd. Corpus Christi, Texas 78411 TBBPS ENGINEERING F-417   SURVEY F-10039500 TBBPG F-50556</p>	
REVISION NO.	DATE
DESCRIPTION	BY
3	
CITY OF KINGSVILLE SOUTH DRAINAGE INFRASTRUCTURE - LINED CHANNEL THE CITY OF KINGSVILLE, TEXAS TCEQ PERMIT No. 235-C	
OVERALL SOUTHERN DRAINAGE PLAN	
SHEET 3 of 6	



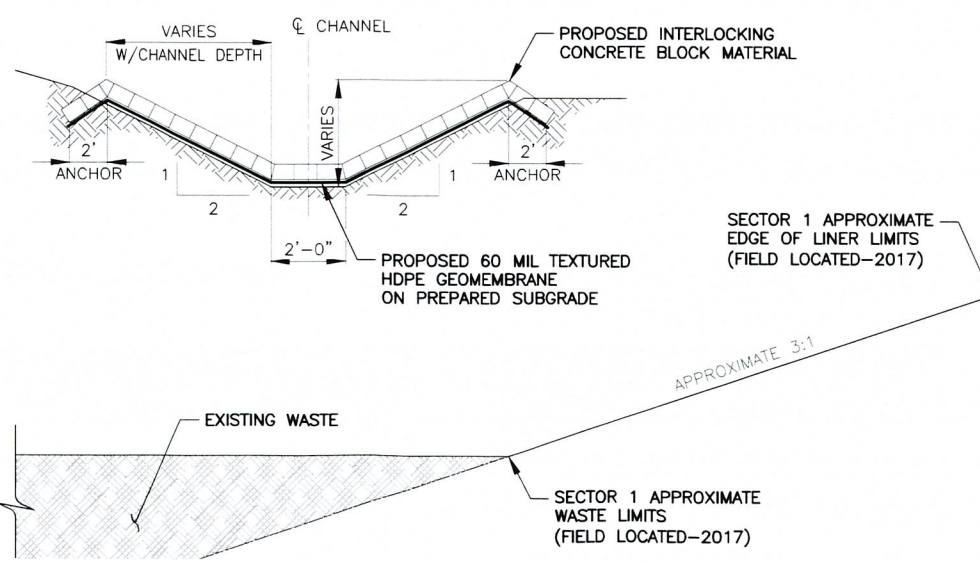
LAYOUT	DT	04/25/2024
DRAWN	DT	04/25/2024
REVIEWED	JCC	04/25/2024



NOTE:  
 THE FLEXIBLE MEMBRANE LINER (FML) SHALL BE INSTALLED LONGITUDINALLY IN AREAS WHERE THE DRAINAGE CHANNEL WIDTH DOES NOT EXCEED THE WIDTH OF AN FML STANDARD ROLL. IN AREAS WHERE THE CHANNEL WIDTH EXCEEDS THE WIDTH OF AN FML STANDARD ROLL, THE FML SHALL BE INSTALLED TRANSVERSELY RATHER THAN LONGITUDINALLY. THE FML SHALL BE INSTALLED WITH A MINIMUM 2FT OVERLAP IN BOTH CASES.



**SECTION A**  
SCALE: NT.S.



**SECTION B**  
SCALE: NT.S.

**LEGEND:**

	EXISTING POWER POLE
	EXISTING LANDFILL GAS VENT
	EXISTING GROUND WATER MONITOR WELL
	EXISTING FENCE
	EXISTING CONTOUR
	EXISTING PERMIT BOUNDARY LIMITS
	PROPOSED FINAL COVER CONTOURS
	PROPOSED STORMWATER LETDOWN STRUCTURE (CHUTE)
	TOP OF SLOPE
	TOE OF SLOPE

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 TBPES F-55556

REVISION NO.	DATE	BY	DESCRIPTION

CITY OF KINGSVILLE  
 SOUTH DRAINAGE INFRASTRUCTURE - LINED CHANNEL  
 THE CITY OF KINGSVILLE, TEXAS  
 TCEQ PERMIT NO. 235-C

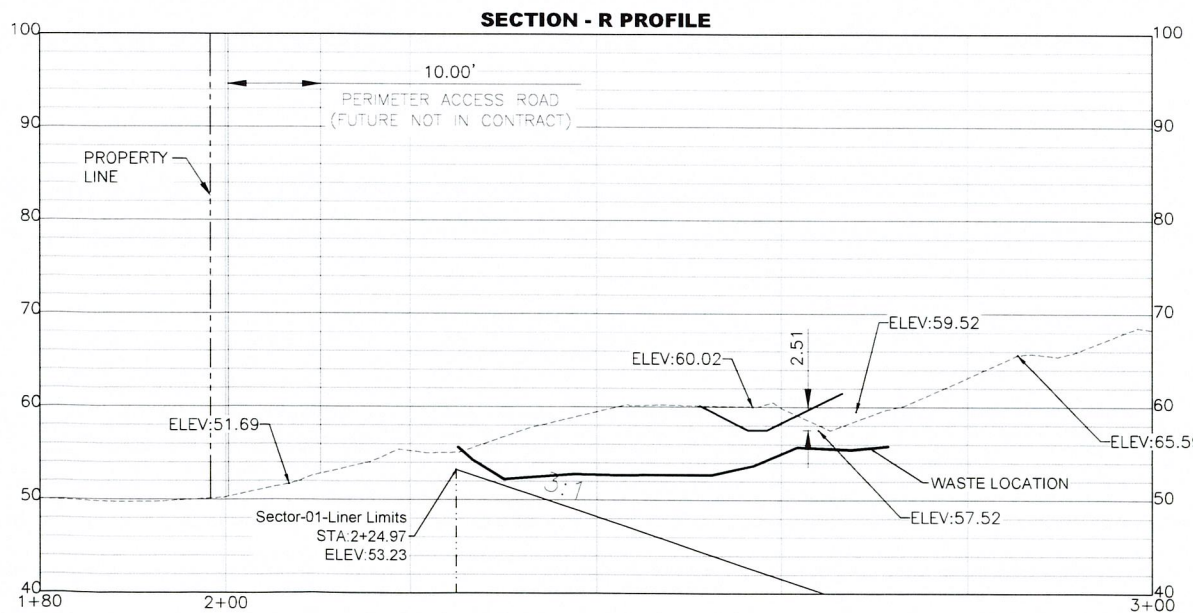
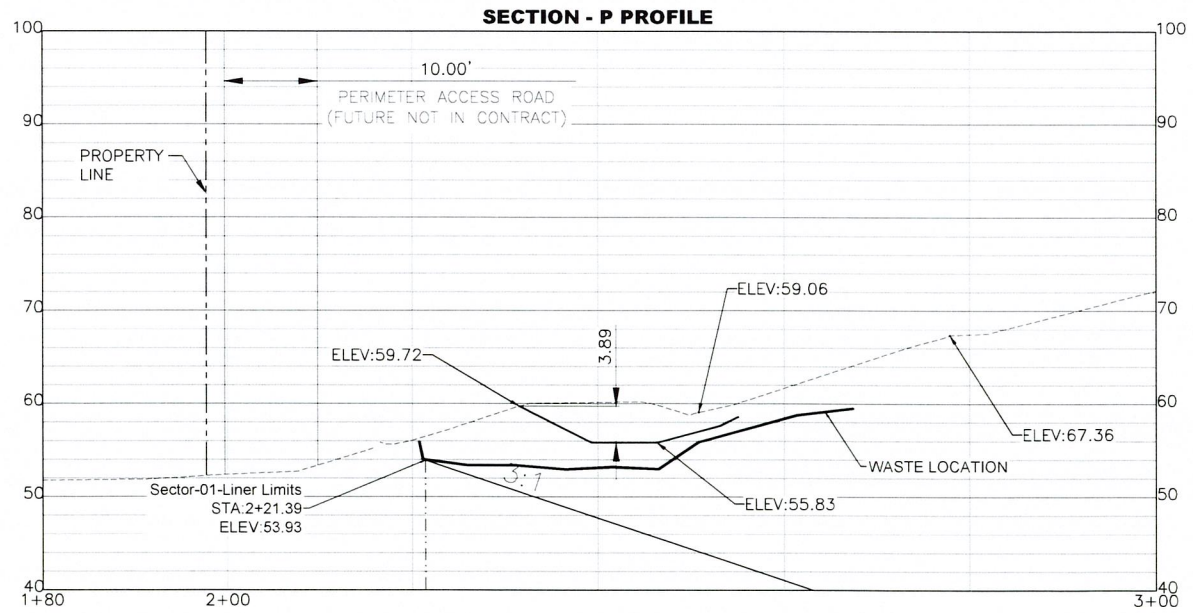
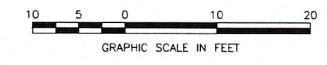
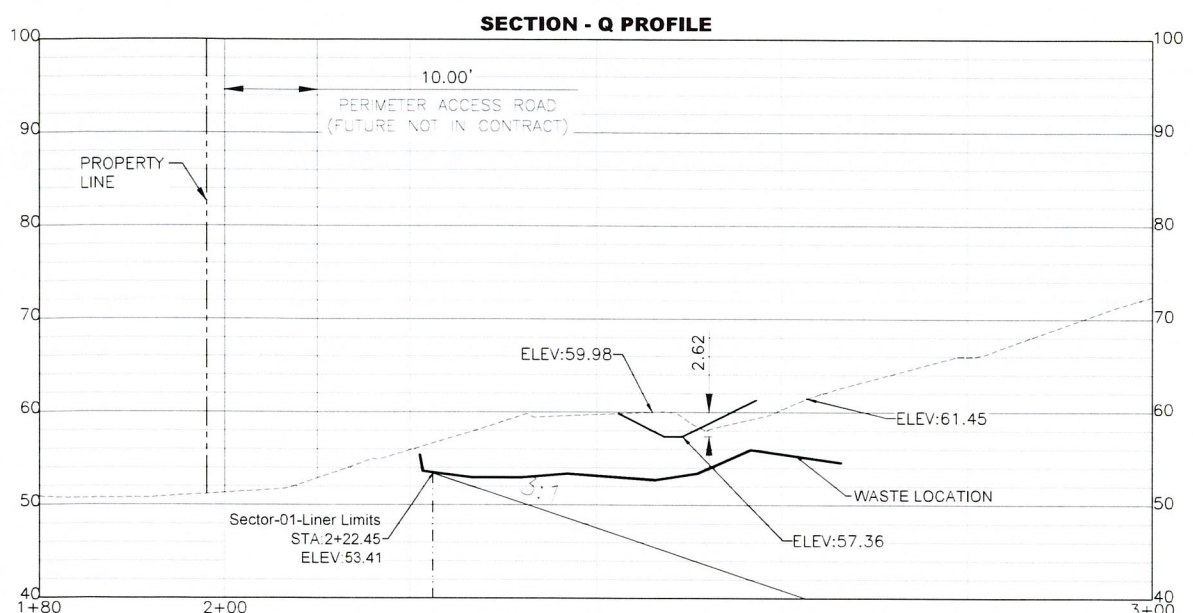
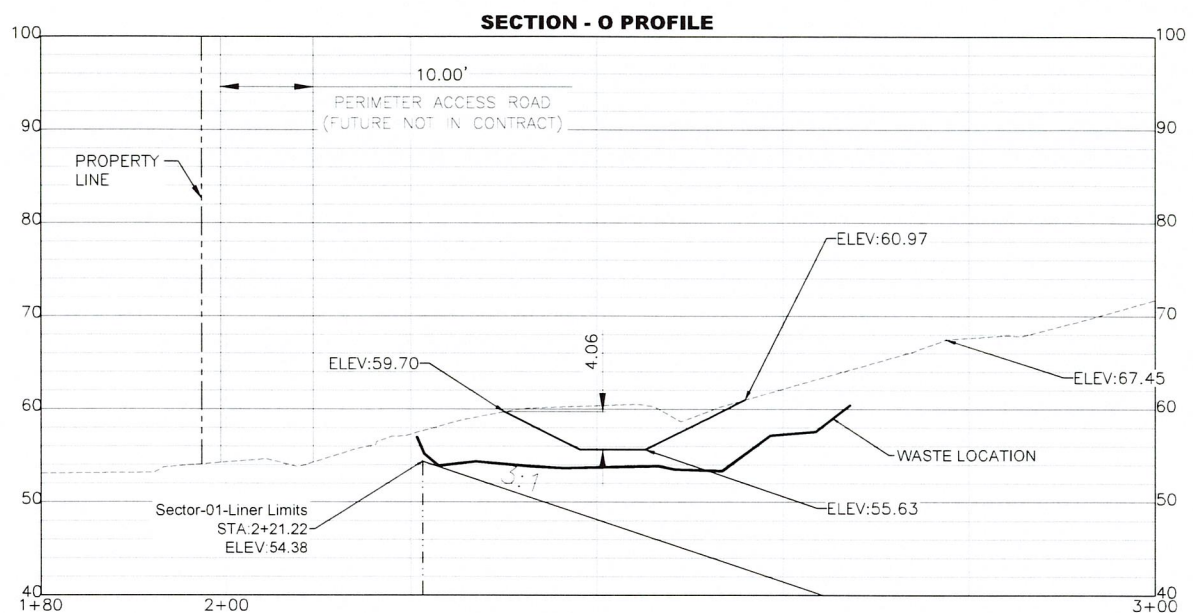
ENLARGED SOUTHERN DRAINAGE PLAN

**4**

SHEET 4 of 6



LAYOUT	DT	04/25/2024
DRAWN	DT	04/25/2024
REVIEWED	JCC	04/25/2024



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CONSULTANT'S SHEET  
PROJECT NO. 2210145



**HANSON**  
Professional Services Inc.  
4501 Gollihar Rd.  
Corpus Christi, Texas 78411  
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TBPFC F-50556

REVISION NO.	DATE	DESCRIPTION

CITY OF KINGSVILLE  
SOUTH DRAINAGE INFRASTRUCTURE - LINED CHANNEL  
THE CITY OF KINGSVILLE, TEXAS  
TCEQ PERMIT No. 235-C

CROSS SECTIONS

**5**  
SHEET 5 of 6



LAYOUT	DT	04/25/2024
DRAWN	DT	04/25/2024
REVIEWED	JCC	04/25/2024

CONSULTANT'S SHEET  
PROJECT NO. 22L0145



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4501 Gollihar Rd.  
Corpus Christi, Texas 78411  
TBPB'S ENGINEERING F-117 | SURVEY F-10096800  
TBPB F-50556

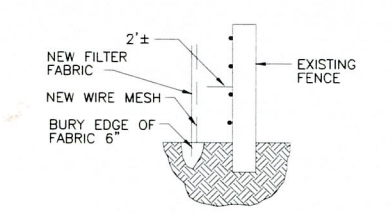
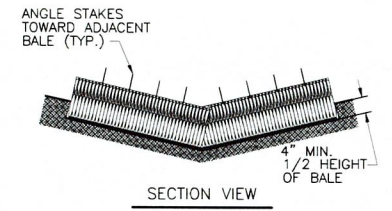
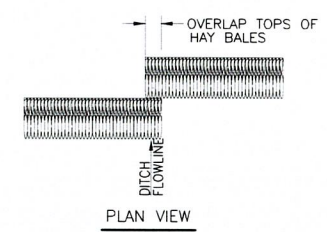
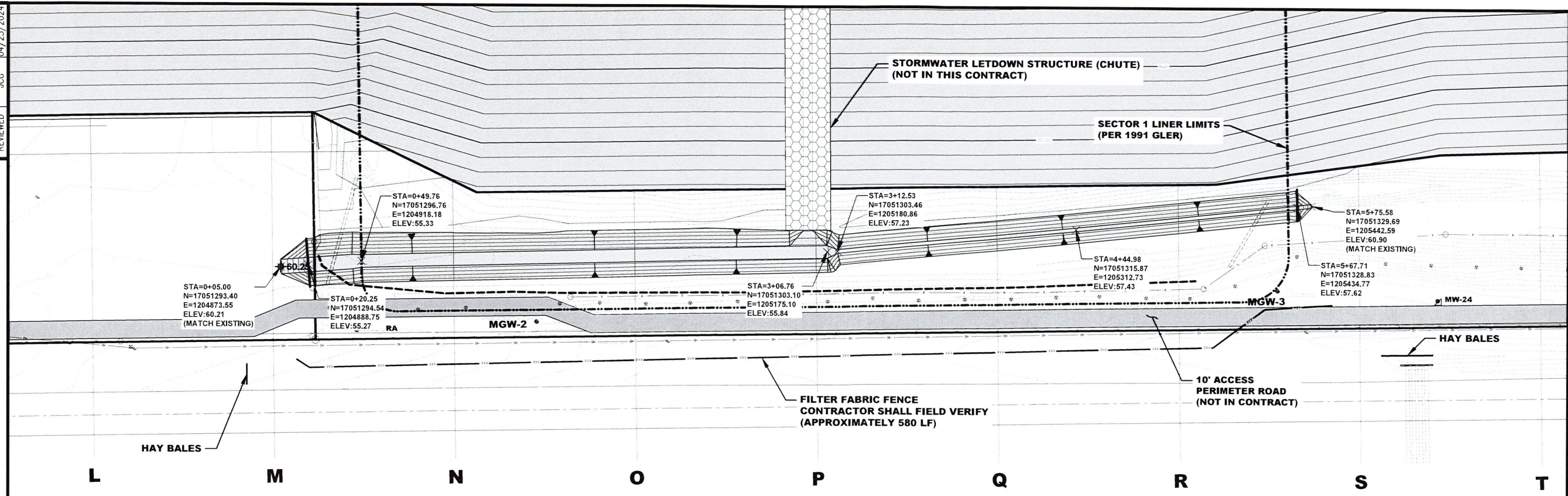
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THE CITY OF KINGSVILLE, TEXAS  
TCEQ PERMIT NO. 235-C

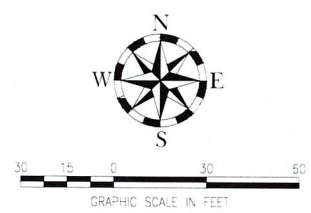
STORM WATER POLLUTION PREVENTION PLAN

6

SHEET 6 of 6



**FILTER FABRIC FENCE**  
SCALE: N.T.S.



**LEGEND:**

- ⊕ EXISTING POWER POLE
- ⊙ EXISTING LANDFILL GAS VENT
- ⊗ EXISTING GROUND WATER MONITOR WELL
- — — — — EXISTING FENCE
- — — — — EXISTING CONTOUR
- — — — — EXISTING PERMIT BOUNDARY LIMITS
- — — — — PROPOSED FINAL COVER CONTOURS
- — — — — PROPOSED STORMWATER LETDOWN STRUCTURE (CHUTE)
- ▲ TOP OF SLOPE
- ▼ TOE OF SLOPE
- — — — — FILTER FABRIC FENCE

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